

EXHIBIT
"A"

**AGREEMENT TO ELIMINATE
NON-CONFORMING BILLBOARDS**

This Agreement to Eliminate Non-Conforming Billboards, (the "Agreement") is made and entered into this ____ day of _____, 2013 by and between **Lamar Advantage Holding Company**, a Delaware corporation, ("Lamar"), and the **City of Round Rock, Texas**, a Texas home rule municipality, ("City").

WHEREAS, the City has adopted Chapter 30 of the Code of Ordinances, City of Round Rock (2010 Edition) (the "Code") which regulates signs in the City; and

WHEREAS, Sec. 30-13 of the Code lists types of signs that are prohibited in the City, which includes off-premises signs and billboards; and

WHEREAS, Lamar has several existing billboards that are now non-conforming billboards under the terms of the Code; and

WHEREAS, the City and Lamar have reached an agreement whereby Lamar will remove two existing non-conforming billboards in exchange for the City permitting Lamar to upgrade one existing billboard to a digital display;

NOW THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Lamar agree as follows:

- 1. Existing Non-Conforming Billboards.** Lamar is the owner of the following non-conforming billboards located in the City:
 - a. Billboard located at 510 IH 35;
 - b. Billboard located at 1201 Palm Valley Blvd.; and
 - c. Billboard located at 16912 ½ IH 35.
- 2. Removal of Non-Conforming Billboards.** Lamar agrees to remove the two billboards located at 510 IH 35 and at 1201 Palm Valley Blvd. in exchange for the City's agreement to permit Lamar to upgrade the billboard located at 16912 ½ IH 35 to a digital display. The removal of the two billboards shall include the concrete pads above the surface of the adjacent grade level, pole structure and all related equipment and facilities. The billboard removal area shall be re-vegetated so that it is similar to the surrounding area.
- 3. Upgrade of Non-Conforming Billboard.** Once the above two billboards are removed, Lamar may apply for a permit from the Director of Planning and Development Services to replace and/or upgrade the billboard at 16912 ½ IH 35 to include a digital display. The application for the permit must be accompanied with a survey, an amended Texas Department of Transportation Digital Billboard Permit, and written consent from the property owner. The Director will issue the aforesaid permit upon determining that all appropriate requirements of this Agreement have been met and that the Building Official has issue all required building permits. The upgraded billboard must comply with all Texas

Department of Transportation's regulations regarding billboards, as amended. In addition, the upgraded billboard shall comply with the following requirements:

- a. The billboard shall have only one digital face that is no more than 14 feet high and no more than 48 feet wide.
- b. The overall height of the existing billboard shall not be increased.
- c. The digital face of the billboard shall automatically adjust so that the brightness of the display is no more than 0.3 foot candles over the ambient light conditions at a distance of 250 feet from the display.
- d. The construction of the upgraded billboard shall comply with all of the City building codes.
- e. The electric service to the billboard shall be installed underground.

4. **Advertising and Information Requirements.** Lamar agrees that the digital face of the billboard shall not contain any flashing or scrolling information and all messages must comply with the Electronic Messaging Center standards in the Code and with all applicable TxDOT regulations, as amended. In the event that the Code and TxDOT regulations are not the same, the more restrictive regulation shall apply. The digital face shall not include any advertising that could be considered obscene, offensive or otherwise not in keeping with community standards of the City. Lamar agrees to remove any such advertising within 48 hours of receiving notice of same from the City. Lamar agrees that it will comply with 43 Texas Administrative Code, §21.258 regarding the display of emergency information important to the traveling public. Lamar agrees to coordinate with the City to establish procedures to quickly display such emergency messages. Lamar also agrees to provide templates to the City that will allow for rapid displays of emergency and other time sensitive messages.

In addition, Lamar agrees to reserve time slots on the digital display for the City to advertise and/or inform the public of City sponsored events. Lamar agrees that the digital display will have no more than six (6) time slots for messaging. The aforementioned time slots shall change every eight (8) seconds. Lamar will reserve one of these slots for the City for a minimum of sixty (60) days per calendar year. For the purposes of this agreement, twenty-four (24) consecutive hours of use shall be defined as one (1) day. The City shall have the right to designate the days during which to utilize its reserved time slots for City events; provided however, the City agrees to give Lamar at least sixty (60) days written notice of said designated days. Lamar agrees to provide artwork as needed at no cost to the City. Lamar also agrees to offer additional time slots, free of charge, to the City as and if available.

5. **Annual Audit.** The City will perform an annual inspection and audit to verify that Lamar is in complete compliance with the terms of this Agreement. Lamar agrees to pay to the City an annual fee of \$500.00 on the anniversary date of this Agreement to reimburse the City for the cost of performing this audit. As part of this annual audit, Lamar agrees to provide the City with a copy of its annual permit from TxDot.

6. **Term.** This Agreement will be for a term of ten (10) years and will end on the 31st day of December, 2023.

7. **Default.** If Lamar should default in the performance of any obligations of this Agreement, City shall provide Lamar written notice of the default, and a minimum period of thirty (30) days to cure such default. If after 30 days, Lamar has not cured the default to the satisfaction of the City, the City shall have the right to declare this Agreement terminated and in that event, Lamar shall remove the billboard at 16912 ½ IH 35 within thirty (30) days after receiving written notice of such termination.

8. **Miscellaneous.**

- a. Attorney's Fees. If any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Lamar to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by such action, to the extent allowed by law.
- b. Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Lamar.
- c. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- d. Assignment. Lamar may not assign all or part of its rights and obligations to a third party without the express written consent of the City.
- e. Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- f. Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Round Rock
 221 E. Main Street
 Round Rock, TX 78664
 Attn: City Manager
 Phone: (512) 218-5400
 Email: snorwood@roundrocktexas.gov

With a required copy to:

Sheets & Crossfield
309 E. Main Street
Round Rock, TX 78664
Attn: Stephan L. Sheets
Phone: (512) 255-8877
Email: steve@scrrlaw.com

If to Lamar: Lamar Advantage Holding Company
7020 Hwy. 290 East
Austin, Texas 78723
Attn: Alan B. Reeder
Phone: (512) 451-1945
Email: areeder@lamar.com

Either party may designate a different address upon written notice to the other party.

- g. Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- h. Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- i. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- j. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- k. No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

EXECUTED to be effective as of the ____ day of _____, 2013 (the "Effective Date").

CITY OF ROUND ROCK, TEXAS,

By: _____
Alan McGraw, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

LAMAR ADVANTAGE HOLDING COMPANY

By:  _____
Alan B. Reeder, its Vice President and General Mgr.