

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a License Agreement by and between the City of El Paso ("City") and Clear Channel Outdoor, Inc. ("Licensee") regarding four (4) poster billboard structures, each double-faced, on a portion of Airport property beginning November 1, 2012. The term of the License Agreement is ten (10) years.

Dated this ____ day of _____ 2012.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Director of Aviation

STATE OF TEXAS)
)
COUNTY OF EL PASO)

LICENSE AGREEMENT

This License Agreement is made this _____ day of _____, 2012, by and between the **CITY OF EL PASO** (the "City"), and **CLEAR CHANNEL OUTDOOR, INC.**, (the "Licensee").

WHEREAS, the City currently permits the Licensee to place and maintain eight (8) outdoor advertising signs on Airport property as a month to month tenant under a March 2, 1999 License Agreement; and

WHEREAS, the Licensee has requested that the City continue to permit the placement of the four (4) poster billboard structures, each double-faced, on City property through the execution of a new license agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree and covenant as follows:

1. **DESCRIPTION.** The City agrees to permit the Licensee to use a portion of Airport property along Montana Avenue for the display of four (4) poster billboard structures, each double-faced, which structures and faces are individually described in **EXHIBIT "A"**, which is attached hereto and made a part hereof for all purposes. The premises on which the structures are located is hereinafter referred to as the "Premises", which are the same as now exist on Airport property.

2. **CONSIDERATION.** The Licensee agrees to pay the City the greater of the following: thirty percent (30%) of the monthly net advertising revenue received by the Licensee for each of the Face(s) ("Percentage Rent") or One Hundred Fifty and 00/100 Dollars (\$150.00) per Face ("Base Rent"). Each monthly payment shall be paid in advance on or before the fifteenth (15th) day of each and every month during the term or any extension of this License.

The term Percentage Rent is defined as all income received by Licensee from the conduct of its business for each advertising Face. It shall be all-inclusive whether or not said income is made by cash or credit, or whether the income is collected or uncollected. Deductions from the calculation of Percentage Rent shall be allowed only for: 1) the amount of any federal, state or local excise and sales taxes presently or hereafter levied upon such revenue, and 2) a commission paid to an outside agency, in accord with standard business practices for the outdoor advertising industry and prorated over the period of the advertisement.

3. **RECORDS OF LICENSEE.** The Licensee shall keep true and accurate amounts, records, books, and data which shall show sales made for cash, credit, or otherwise (without regard

to whether paid or not) and shall set forth the transactions and all the Percentage Rent of Licensee.

The Licensee agrees to keep books and records in accordance with generally accepted accounting practices, and such other records as the City may request. All invoices or cash receipts, if applicable, and all other books and records of the Licensee as mentioned in this License Agreement, shall be available for inspection or audit, in the El Paso area and upon reasonable notice, by an authorized representative of the City at all reasonable times during business hours for a minimum of three (3) years after the end of each contract year and any hold over period, if any. If an audit is required, appropriate records will be maintained legally for a period of sixty (60) days after completion of the audit.

With the payment of monthly rentals, the Licensee shall submit to the City a statement showing the income per face from the operation of the Licensee's business on the Premises for the preceding calendar month. The reports shall show such reasonable detail and breakdown as is required by the City.

Within ninety (90) days following the end of each contract year of operation under this License Agreement, an accounting statement showing, per face, all income, any allowed deductions for taxes or agency commissions as defined in Paragraph 2, which constitutes the net advertising revenue and calculation of Percentage Rental for the preceding contract year, is to be submitted and verified by an accountant, from the records of the Licensee. Such statement shall be signed and sworn by an officer of the Licensee as an accurate report of the Licensee's Percentage Rent for the preceding contract year. If, after the submission of the Licensee's annual statement, the City reasonably questions the accuracy of such statement, the City may, at its sole option, require the Licensee to submit at the Licensee's own cost, a certified statement prepared by a certified public accountant. Any failure or omission by the City to request a certified statement in any given year shall not operate to bar or destroy the right of the City to request such a certified statement in any subsequent year. Such statement showing Percentage Rental for a preceding contract year is to be accompanied by the Licensee's payment covering any deficiency between payment made during the year of previous use of the Premises under this License Agreement and payment due for such year of use. If the statement and other records show that the amount due the City is less than the total payments already made by the Licensee, then the City will refund to the Licensee the excess amount. Upon termination or cancellation of this License Agreement, any amounts paid to the City in excess of the required amounts will be refunded to the Licensee provided the Licensee is not in default of the terms of this License Agreement. The Licensee, at its own expense, shall supply all record forms in a type, style, and form satisfactory to the City. The submission of such statement by the Licensee shall not be construed as to limit the City's right to request audits in accordance with the terms and conditions of this License Agreement.

The Licensee shall maintain all accounting records used to prepare monthly statements, as required hereunder, at its principal place of business, for a minimum of three (3) years, and shall forward same to the City during that time, if requested by the Director of Aviation ("Director"), at no cost to the City. The Licensee shall maintain annual statements, as

required hereunder, at its principal place of business, for a minimum of four (4) years, and shall forward same to the City during that time, if requested by the Director, at no cost to the City.

4. **AUDIT.** For the purpose of determining accuracy of reporting Percentage Rental, the Director may make a spot test audit and base its findings for the entire period upon such a spot test: provided however, that such a spot test shall include at least twenty-five percent (25%) of the total time of the period being audited.

In addition, the Director shall have the right, during any calendar year of this License Agreement, to authorize up to two (2) audits of the Licensee's records pertaining to the Licensee's use of the Premises. Such audits shall be undertaken by the City's authorized representative. The costs of such audits will be borne by the City, unless the results of such audits reveal a discrepancy of more than five percent (5%) between the Percentage Rentals reported in accordance with this agreement and the Percentage Rentals as determined by audit for any twelve (12) month period. In case of such discrepancy, the full cost of the audit shall be borne by Licensee.

Failure of the City to exercise its right to audit the Licensee, as set forth herein, shall in no way be construed as a waiver of any right to payment by the City of any rental or other payments due the City under the terms of this License Agreement and the City hereby expressly reserves its right under common or statutory law, or otherwise, to enforce all terms of this Agreement, including any right to payment hereunder.

5. **PLACE OF PAYMENT.** Rental payments are to be submitted to the following address:

El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278,

or to such other place as designated by written notice to the Licensee by the City.

Any payment of Base Rent, Percentage Rent, or any other charges or monies accruing under any provisions of this License Agreement that are not received by the City within ten days of the identified date on which payment is due, shall bear interest at the rate equal to the maximum allowed by law from the date when the same was due according to the terms of this Lease until paid by Lessee.

6. **TERM.** This License Agreement shall become effective on November 1, 2012 ("Effective Date"), regardless of the date executed and shall continue for ten (10) years ("Term").
7. **IMPROVEMENTS.** The parties acknowledge that the descriptions and locations of the identified four (4) poster billboard structures, each double-faced, on the Premises as identified within **EXHIBIT "A"** are the only improvements permitted under this License Agreement. The parties agree that the Licensee will be permitted to maintain and operate the identified poster billboard structures. The Licensee acknowledges that no additional structures or other improvements shall be placed on the Premises without the prior written

consent of the City. Such prior written approval shall not include changes relative to ads placed on such structures. The Licensee acknowledges that this License Agreement does not allow for any digital conversion of the identified poster billboard structures. It is understood and agreed that all structures on the Premises must comply with all City ordinances and any applicable state and federal laws.

This License Agreement, in every sense, shall be without cost to the City for any development, maintenance or improvement of the Premises, unless the City is specifically made responsible for such development, maintenance or improvement by the terms hereof. It shall be the sole responsibility of the Licensee to keep, maintain and repair the structures, support beams, and appurtenances placed on the Premises by the Licensee at the Licensee's sole cost and expense.

All structures, support beams, and other appurtenances shall remain the property of the Licensee and shall be removed by the Licensee, at its sole cost and expense upon expiration or early termination of this License Agreement. In addition, the Licensee shall remove or modify any structure, support beam, or other appurtenance, at its sole cost and expense, upon thirty (30) days written notice from the Director, if the structure, support beam or other appurtenance materially interferes with any of the City's operations or activities being conducted upon the applicable Premises.

8. **IMPROPER USE.** The Licensee shall not permit the structures or the Premises to be used for any activity that violates any applicable law or regulation. Nothing contained in this License Agreement shall be construed to waive or satisfy any requirement of Chapter 20.18 of the El Paso City Code or any other ordinance, rule, or regulation of the City of El Paso as they may be amended from time to time. If the City determines that a structure identified in this License Agreement fails to comply with an applicable City Code regulation, the Licensee shall comply with the applicable City Code regulation, at its sole cost and expense, within thirty (30) days written notice from the Director, or if Licensee can not comply with the applicable city code regulation, Licensee shall remove the structure, at its sole cost and expense, within sixty (60) days written notice from the Director. The Licensee shall use its best efforts to prevent disorder and conduct amounting to a nuisance. The Premises shall not be used for any purpose except as contemplated by this Agreement.

9. **ACCESS AND AUTHORIZATION TO ENTER RESTRICTED AREA.** The City grants the Licensee free and full access through the Premises to the Structures to maintain and operate the Structures. The Licensee acknowledges that the access rights granted hereunder are non-exclusive. In addition, the Licensee understands and agrees that all of its agents, employees, servants, subtenants, invitees or independent contractors must be authorized by the Department of Aviation to enter restricted areas of the Airport as defined in Chapter 14.16 of the El Paso City Code, or as amended. The Licensee shall provide the Director with at least thirty-six (36) hours advance notice of any request to enter a restricted area so that the Department of Aviation can schedule an escort for the Licensee to enter the restricted area. The Licensee agrees that no person authorized to enter a restricted area shall permit any person, who is not otherwise authorized, to enter a restricted area unless such

person is, at all times while in the restricted area, in the company of an authorized person. The Licensee further acknowledges that the use of the Premises is non-exclusive.

10. **PENALTIES ASSESSED BY FAA OR OTHER AGENCIES.** The Licensee understands and agrees that in the event the Federal Aviation Administration (FAA) or any other governmental agency assesses a civil penalty against the City as a result of any act or failure to act on the part of the Licensee, its agents, servants, employees, invitees or independent contractors, the Licensee will reimburse the City in the amount of the civil penalty assessed, together with all costs expended by the City in the investigation, defense and/or resolution of the matter. Failure to reimburse the City within ninety (90) days of receipt of written request for reimbursement shall be deemed an event of default hereunder.
11. **INDEMNITY AND LIABILITY INSURANCE.** THE LICENSEE AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT, OR MANAGEMENT OF THE LICENSEE'S BUSINESS ON THE PREMISES, OR FROM ANY BREACH ON THE PART OF THE LICENSEE OF ANY TERMS OF THIS CONTRACT, OR FROM ANY ACT OR NEGLIGENCE OF THE LICENSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR SUBLICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF THE CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST THE CITY BY REASON OF ANY SUCH CLAIM, THE LICENSEE, UPON NOTICE FROM CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY.

The Licensee shall promptly, before utilizing the Premises, procure and maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Licensee and the Licensee's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Licensee or by anyone directly or indirectly employed by the Licensee. The minimum limits of liability and coverages shall be as follows:

COMMERCIAL GENERAL LIABILITY

Personal Injury or Death

\$500,000.00 for one person or occurrence

\$1,000,000.00 for two or more persons or occurrence

Property Damage \$500,000.00 per occurrence

AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000.00 per accident, or

other cause or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

The Licensee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. All policies shall name the City, its officers, agents, servants and employees as additional insureds. The Licensee shall file a copy of the policy or certificate of insurance with the Department of Aviation. Such policy or certificate shall provide that the insurance cannot be cancelled or the amount of coverage changed without thirty (30) days prior written notice to the City. In the event of cancellation, the Licensee shall provide substitute policies providing the same coverage.

12. **CANCELLATION OR TERMINATION.** The City, in its sole discretion, may cancel this License Agreement in its entirety or revoke the Licensee's rights to any portion of the Premises upon one-hundred eighty (180) days written notice to the Licensee. The Licensee shall not be entitled to any compensation should the City exercise its right to cancel this License Agreement in its entirety or revoke the Licensee's rights to use a portion of the Premises.

Any illegal use of or illegal activity by the Licensee on the Premises shall be cause for immediate cancellation by the City. The Licensee shall take immediate steps after reasonable notice from the City to prevent any illegal use or illegal activity on the Premises. In the event of illegal use or illegal activity, the City may cancel this Agreement and take possession and all rights of the Licensee in the Premises shall then terminate.

In addition, if the Licensee shall cease to use or occupy the Premises for the purposes herein contemplated for a period of thirty (30) days after written notice by the City, or if the Licensee defaults in any of the Licensee's obligations under this License Agreement and fails to correct such default within thirty (30) days after written notice to do so, the City may cancel this License Agreement and take possession, and all rights of the Licensee in the Premises shall then terminate. Any waiver by the City of any breach of any of the Licensee's obligations shall not be deemed a continuing waiver and shall not prevent the City from exercising any remedy it may have for any succeeding breach of this same or another obligation of the Licensee. The grant of this License Agreement is subject to the governmental powers of the City.

Upon expiration or early termination of this Agreement, for whatever reason, all structures, support beams, and other appurtenances shall be removed from the Premises or an identified portion of the Premises by the Licensee without cost to the City, the Premises shall be restored by the Licensee to a condition which is satisfactory to the Director, and the City will re-take possession of the same. Upon failure to remove any structure, support beam, and other appurtenance within thirty (30) days of expiration or early termination, said improvements shall become the property of the City and the Licensee shall pay the City for

all expenses related to the removal of the structure, support beam, and other appurtenance and the restoration of the Premises.

All rights of the Licensee in the Premises, or such identified portion of the Premises, shall then be terminated.

13. **LIENS AND ENCUMBRANCES.** The Licensee shall not give or permit any liens or encumbrances on the Premises, and upon termination of the Agreement, shall peacefully surrender the Premises to the City free of all such liens or encumbrances. THE LICENSEE SHALL DEFEND AND INDEMNIFY THE CITY AGAINST ANY LIABILITY AND LOSS OF ANY TYPE ARISING FROM ANY SUCH LIEN OR ENCUMBRANCE ON THE PREMISES, TOGETHER WITH REASONABLE ATTORNEY'S FEES, COSTS AND EXPENSES INCURRED BY THE CITY NEGOTIATING, SETTLING, DEFENDING OR OTHERWISE PROTECTING AGAINST SUCH LIENS OR ENCUMBRANCES.

14. **MISCELLANEOUS.**

A. **Maintenance of Premises.** The Licensee shall be responsible for all cleaning, repair and maintenance of the Premises, including but not limited to, the following:

- (i) cutting and trimming all vegetation within the Premises as often as necessary to insure compliance with the El Paso City Code, particularly §9.04.350 and §9.04.360. It is expressly agreed and understood that at the inception of this License Agreement, no landscaping exists on the Premises and none is required hereafter; and
- (ii) the collection and removal of litter and debris that may accumulate on the Premises, on a weekly basis.

B. **Right of Entry and Inspection.** Notwithstanding the preceding, the Director as the City's authorized representative shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting, maintaining and repairing the Premises.

C. **Laws and Ordinances.** The Licensee shall comply with all statutes, laws, codes and ordinances applicable to the Licensee's use or occupancy of the Premises. In addition, the Licensee shall obtain all required permits and inspections and pay the necessary permit fees applicable to the Licensee's use or occupancy of the Premises as contemplated herein.

D. **Outside Lighting.** Outside lighting will not be operated at such hours or with such intensity as to constitute a nuisance to the occupants on other property in abutting neighborhoods. Further, all outdoor lighting shall be installed and maintained in compliance with any and all applicable FAA regulations and City ordinances regulating outdoor lighting. If this provision is violated, the City may require any such lighting to be extinguished, changed or removed at the Licensee's sole expense.

- E. Trash, Garbage and Other Refuse. The License shall provide for the adequate and proper handling and disposal of all trash, garbage and other refuse associated with its use of the Premises. Piling of boxes, cartons, trash or similar items on the Premises shall not be permitted.
- F. Utilities. The Licensee shall assume and promptly pay for all costs or charges for utility services it requests be furnished and used in connection with its use of the Premises during the term of this License Agreement, including the cost of extending utility lines on the Premises or other City property and connecting such lines and setting meters.
- G. Taxes. The Licensee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against the Licensee or the City, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or the Licensee's use and/or occupancy of the Premises, the same as if the Premises were in private ownership, regardless of any other provisions hereof during the Term of this License including any extensions granted thereto. By March 1 of each year during the term of this License Agreement and at no cost to the City, the Licensee shall provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

The City is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from the Licensee's use of the property or possession of the Premises.

The Licensee in good faith may contest any tax or governmental charge, provided that the Licensee shall not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to the City, such action will not adversely affect any right or interest of the City.

- H. Successors and Assigns. This License Agreement or any interest therein, is not assignable without the prior consent of the City. In the event of any proper assignment, the Licensee shall remain primarily liable for the payment of all monies due hereunder and for the performance of all its other obligations as herein stated. Any assignee shall be bound by all of the obligations and provisions as herein stated.
- I. Notices. All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196
Attn: City Manager

Copy to: City of El Paso
Department of Aviation
6701 Convair Road
El Paso, Texas 79925
Attn: Director

Licensee: Clear Channel Outdoor, Inc.
2305 Sparkman
El Paso, Texas 79903
Attn: William V. Smith, Jr.

or to such other addresses as the parties may designate to each other in writing from time to time.

- J. Law Governing. The laws of the State of Texas shall govern the validity, performances and enforcement of this Agreement. Venue shall be in the courts of El Paso County, Texas.
- K. Entire Agreement. This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.
- L. Severability. The invalidity or illegality of any provision hereof shall not affect the remaining provisions hereof.
- M. Authorization to Enter Agreement. The individual signing this License Agreement acknowledges that he is authorized to do so and said individual further warrants that he or she is authorized to commit and bind the Licensee to the terms and conditions of this License Agreement.
- N. Effect of Holdover. It is agreed and understood that any holding over by Licensee of the Premises at the expiration or cancellation of this License Agreement shall operate and be construed as a tenancy from month to month at a rental of one and on-half times the current monthly rental, and Licensee shall be liable to the City for all loss or damage on account of any holding over against the City's will after the expiration or cancellation of this License Agreement, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by the City from Licensee after the expiration or cancellation of this License Agreement or after the service of any notice after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this License Agreement, or affect any such notice, demand or suit or imply consent for any action for which the City's consent is required or operate as a waiver

of any right of the City to retake or assume possession of the Premises; or for any arrears in rent, or other fees, charges or rent due the City by the Licensee under the terms of this License Agreement. Such holdover fees shall be payable on the first day of each and every month thereafter until the tenancy is terminated.

- O. Legal Action. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this License Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- P. Bankruptcy. Should any other person other than the Licensee named herein secure possession of the Premises, or any part thereof, under writ of attachment of execution, or by reason of any receivership, or proceedings in bankruptcy, or other operation of law in any manner whatsoever, the City may, at its option, and without demand or notice of any kind whatsoever, re-enter and take possession of the Premises and remove all persons and improvements therefrom and terminate this License Agreement.
- Q. Nondiscrimination Covenant. Licensee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:
- (i) That no person on the grounds of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.
 - (ii) That in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
 - (iii) That Licensee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. Licensee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
 - (iv) That, in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this License Agreement and re-enter and repossess the Premises and the improvements thereon, and hold the same as if said License Agreement had never been made or issued.
- R. Affirmative Action. Licensee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal

assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Licensee assures that it will require that its covered suborganizations (sublessees) provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their suborganizations (sublessees) to the same effect.

15. **RESTRICTIONS AND RESERVATIONS.** This License Agreement is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land.

16. **LICENSE TERMINATION.** The City and the Licensee acknowledge that the March 2, 1999 License Agreement between the City and the Licensee is terminated upon the Effective Date of this License Agreement. The Licensee acknowledges it retains liability for any of its previous acts or omissions giving rise to liability under the March 2, 1999 License Agreement. By signing this License Agreement, the Licensee affirms that it has been in continuous possession and control of the Premises covered in the March 2, 1999 License Agreement until the Effective Date of this License Agreement. The Licensee also affirms it owns the four (4) poster billboard structures, each double-faced, which are identified on **EXHIBIT "A"** and that the responsibilities for said improvements as described in the March 2, 1999 License Agreement will survive the termination of the March 2, 1999 License Agreement.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

THE CITY OF EL PASO:

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Theresa Cullen
Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña
Monica Lombraña, A.A.E.
Director of Aviation

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2012
by **Joyce A. Wilson as City Manager of the City of El Paso, Texas (City).**

Notary Public, State of Texas

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

EXHIBIT A
List of Billboard Structures

Billboard Structure	Clear Channel Panel Number (Face)	Address	Location & Orientation	Size	Illuminated Panel?	Support	Media Product
1	025730	10315 Montana Ave (US 62)	0.25 mile East of Wedgewood Dr Facing West	12 x 25	Yes	Twin I Beam	Poster
	025740	10315 Montana Ave (US 62)	0.25 mile East of Wedgewood Dr Facing East	12 x 25	Yes	Twin I Beam	Poster
2	025860	10399 Montana Ave (US 62)	0.5 mile West of Yarbrough Dr Facing West	12 x 25	Yes	Twin I Beam	Poster
	025870	10399 Montana Ave (US 62)	0.5 mile West of Yarbrough Dr Facing East	12 x 25	Yes	Twin I Beam	Poster
3 (South)	025890	10495 Montana Ave (US 62)	0.2 mile West of Yarbrough Dr Facing West	12 x 25	No	Twin I Beam	Poster
	025820	10495 Montana Ave (US 62)	0.2 mile West of Yarbrough Dr Facing East	12 x 25	No	Twin I Beam	Poster
4 (North)	025880	10495 Montana Ave (US 62)	0.2 mile West of Yarbrough Dr Facing West	12 x 25	No	Twin I Beam	Poster
	025810	10495 Montana Ave (US 62)	0.2 mile West of Yarbrough Dr Facing East	12 x 25	No	Twin I Beam	Poster