

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement ("Agreement") is executed as of _____, 2025, by and among City of Jacksonville, Scenic Jacksonville, Inc. f/k/a Capsigns, Inc. ("Scenic"), B&B Outdoor Advertising Company ("B&B"), and Outfront Media, LLC ("Outfront"). Scenic, B&B, and Outfront shall be referred to collectively herein as the "Parties."

RECITALS

WHEREAS, Scenic, the City of Jacksonville ("COJ"), and Outfront executed a settlement agreement dated March 7, 1994 to resolve litigation concerning the COJ's regulation of billboards displayed in Duval County, Florida;

WHEREAS, Scenic, COJ, and Outfront executed an additional settlement agreement in 2001 (the 2001 Mediated Confidential Settlement) to resolve disputes concerning their prior settlement agreement and the COJ's regulation of billboards displayed in Duval County, Florida;

WHEREAS, Scenic, COJ, and Outfront (f/k/a "CBS Outdoor, LLC") executed a second amended and restated settlement agreement in 2015 (the "2015 Outfront Agreement" to resolve any and all claims, disputes and disagreements arising between them concerning the action styled Scenic Jacksonville, Inc. v. CBS Outdoor, Inc. and City of Jacksonville, No. 16-2012-CA-003826 in the Circuit Court for Duval County, Florida and the 2015 Outfront Agreement superseded and replaced the prior agreements;

WHEREAS, Scenic, COJ and B&B executed a settlement agreement dated March 1, 1994 (the "1994 Agreement") to resolve litigation concerning the COJ's regulation of billboards displayed in Duval County, Florida;

WHEREAS, on July 14, 2000, Scenic, COJ, and B&B amended the 1994 Agreement (the "Modification Agreement") to require the removal of specified billboards previously allowed under the 1994 Agreement;

WHEREAS, in August 2019, Scenic, COJ, and B&B amended the 1994 Agreement a second time (the "Second Modification") pursuant to which B&B agreed to remove an additional 10 billboards in exchange for specified rights related to 14 remaining billboards in use by B&B identified on Appendix A (the "Subject Billboards");

WHEREAS, on July 21, 2022, B&B sold the Subject Billboards, and transferred the tags, permits, and licenses to the Subject Billboards, to Outfront.

WHEREAS, a dispute arose between the Parties regarding B&B's sale of the Subject Billboards and Outfront's ownership and maintenance of the Subject Billboards;

WHEREAS, in 2024 Scenic filed a lawsuit against B&B and Outfront; Case No.: 2024-CA-3725 pending in Duval County, Florida (the "Litigation");

WHEREAS, the Parties desire to settle all disputes between them related to the sale of and future rights relating to the Subject Billboards;

WHEREAS, Scenic and B&B desire to amend the Second Modification by eliminating paragraph 4, Future Transfers, in its entirety;

WHEREAS, since certain disputes only involve the Parties and other disputes involve the Parties and COJ, the Parties agree to resolve all disputes between them pursuant to two separate settlement agreements.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Removal of Certain Billboards.** Within 90 days after the Effective Date, Outfront shall physically and permanently remove three (3) of the Subject Billboards, each of which are double-sided/faced and are listed on Appendix B. Outfront shall transfer the tags, permits, and licenses for the three (3) removed Subject Billboards to Scenic. No further advertisements will be displayed on such billboards following 10 days after the Effective Date. In the event one or more of the Subject Billboards selected for removal is located on real property owned by Outfront or B&B, the owner of the real property agrees to promptly execute and record a deed restriction in a form satisfactory to Scenic that restricts such real property from displaying or otherwise physically supporting a billboard at any time in the future. Scenic agrees that the tags received by Scenic pursuant to this Section 1 will not be used to operate any billboard.

2. **Outfront's Reservation of Rights.**

a. Outfront retains the right to own, sell, use, maintain and replace as necessary the Subject Billboards with static only displays that are not listed on Appendix B in perpetuity.

b. Outfront retains the right to sell, assign, or otherwise transfer any of the Subject Billboards not listed on Appendix B to third parties provided, however, that the third party first executes an agreement binding the third party to the terms and conditions of this Agreement.

3. **Modification of the Agreements between Scenic, COJ and B&B.** The 1994 Agreement, Modification Agreement and Second Modification between Scenic, COJ and B&B are hereby amended by this Agreement, and paragraph 4 of the Second Modification, Future Transfers, is hereby eliminated and of no further force or effect.

4. **Conditional Approval by City.** This Agreement is expressly conditioned and contingent upon the approval of its terms by the Jacksonville City Council. In the event the Jacksonville City Council denies approval of this Agreement or any portion hereof, or otherwise fails to approve this Agreement in its entirety by March 31, 2026, this Agreement shall have no force or effect, and all obligations and commitments contained herein shall be terminated without further action by the Parties.

5. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date upon which the Mayor of Jacksonville has executed this Agreement or otherwise allowed this Agreement to become effective.

6. **No Admission of Wrongdoing.** This Agreement is a compromise of the disputes at issue, and the execution of this Agreement by the undersigned should not be construed and is not intended as an admission of liability by any Party for any purpose.

7. **Subject Billboards to be Governed by Outdoor Agreements.** As of the Effective Date, the Subject Billboards will be subject to the 2015 Outdoor Agreement and this Agreement.

8. **Governing Law, Venue, and Personal Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of the residence or domicile, now or in the future, of any party hereto and notwithstanding any conflicts of laws. Venue shall lie in the state or federal courts in or for Duval County, and the Parties agree to consent to personal jurisdiction in those courts if such a dispute arises. **UNDER NO CIRCUMSTANCE SHALL COJ BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ANY COMPENSATORY, INCIDENTAL, REMOTE, SPECULATIVE, SPECIAL, PUNITIVE, EXEMPLARY OR LIKE DAMAGES, FINES, OR OTHER ASSESSMENT RELATING TO THE CLAIMS ADDRESSED HEREIN OR THIS AGREEMENT.**

9. **Severability**. Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal, or unenforceable in any respect, the rest of the Agreement shall remain in force.

10. **Reliance on Counsel**. Each Party represents that it has reviewed the Agreement in full and by entering into this Agreement each Party represents that it has relied upon or have had the opportunity to rely upon the advice of an attorney of their own choice and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted.

11. **Counterparts**. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which shall be treated as if they were the same instrument. An executed copy of this Agreement delivered by facsimile, Portable Document Format, or electronic communication capable of producing a printed copy shall be treated in all respects as an original executed copy of this Agreement.

12. **Fully Integrated Agreement**. Except for the Other Settlement Agreement, this Agreement represents the entire agreement between the Parties and COJ with regard to the subject matter of this Agreement and all oral or written prior or contemporaneous agreements are merged herein and shall be of no force and effect. This Agreement may be modified only in writing and executed by all Parties and COJ.

IN WITNESS WHEREOF, the Parties and COJ have caused this Settlement Agreement and Release to be signed by their duly authorized representatives and effective as of the Effective Date.

**B&B OUTDOOR ADVERTISING
COMPANY**

By: _____
Its: _____
Date: _____

SCENIC JACKSONVILLE, INC.

By: _____
Its: _____
Date: _____

OUTFRONT MEDIA, LLC

By: _____
Its: _____
Date: _____

CITY OF JACKSONVILLE

Donna Deegan, Mayor
Attest:

Corporation Secretary

Assistant General Counsel

Date: _____

Appendix A
The Subject Billboards

	Florida DOT Tag No.	City Sign No.	Address
1.	CI916/CI917	93	625 A. Philip Randolph Ave. (f/k/a 625 Florida Avenue)
2.	CI919/CI918	95	731 Catherine Street
3.	CI886/CI887	96	550 Union Street (739 Catherine St.)
4.	CI914/CI915	129	1034 Beaver Street
5.	AK800/AK801	1275	7945 Blanding Blvd.
6.	AK287/AK288	1860	5309 Blanding Blvd.
7.	AL864/AL865	2029	4434 Blanding Blvd.
8.	BP358/BV493	1307	1407 Pickettville Rd.
9.	AM149/AM150	1366	831 Pickettville Rd.
10.	BZ003/BZ004	1906	565 Henderson Rd.
11.	BV477	2012	3552 Lenox Ave.
12.	BJ061/BJ062	12943	3716/3714 Pampas Dr.
13.	AK850/AF024	3839	541 Permento Ave.
14.	AG765/AG766	2015	10039 Atlantic Blvd.

Appendix B

Boards to be removed within 90 days

Location Description	Facing	Copy Size	Latitude	Longitude	B&B REF	FDOT TAGS
N/S ARLINGTON EXWY .5 MI E/O N. MAIN ST F/E	E	14'x48'	30.330454	-81.648372	36	CI886
N/S ARLINGTON EXWY .5 MI E/O N. MAIN ST F/W	W	14'x48'	30.330454	-81.648372	37	CI887
N/S ARLINGTON EXWY .5 MI E/O N. MAIN ST F/E	E	14'x48'	30.330221	-81.648528	38	CI918
NL ARLINGTON EXWY .5 MI E/O N. MAIN ST F/W	W	14'x48'	30.330221	-81.648528	1	CI919
S/L ARLINGTON EXWY 1700 FT W/O GATOR BOWL BLVD F/E	E	14'x48'	30.327867	-81.642053	39	CI914
S/S ARLINGTON EXWY 1700 FT W/O GATOR BOWL BLVD F/W	W	14'x48'	30.327867	-81.642053	40	CI915