

Date September 10, 2007

APPROVING TOLLING AGREEMENT WITH CLEAR CHANNEL OUTDOOR, INC.

WHEREAS in September of 2005, the City of Des Moines removed two billboard signs owned by Clear Channel Outdoor, Inc., which were located at 1325 Locust and 1429 Locust Street in Des Moines, Iowa ("the Billboards"); and

WHEREAS, the City of Des Moines and Clear Channel Outdoor, Inc. have not resolved legal issues regarding any compensation which may be due to Clear Channel Outdoor, Inc., relating to the removal of the Billboards; and

WHEREAS, without an agreement to suspend the statute of limitations, it could be necessary for Clear Channel Outdoor, Inc., to file a lawsuit against the City of Des Moines within the next week in order to preserve its legal ability to seek compensation; and

WHEREAS it is in the best interest of the City of Des Moines and Clear Channel Outdoor, Inc., to continue to attempt to resolve the issues without litigation; and

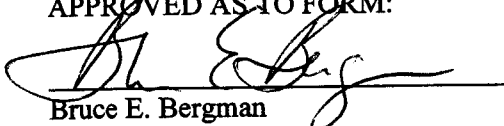
WHEREAS, Clear Channel Outdoor, Inc. has proposed entering into the attached Tolling Agreement, under the terms of which the City of Des Moines and Clear Channel Outdoor, Inc., could continue to negotiate without prejudice to the ability of the parties to resolve the issues by litigation if necessary; and

WHEREAS, the City Attorney has reviewed and approved the Tolling Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, as follows:

1. That the attached Tolling Agreement is approved and the Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Des Moines, Iowa.

APPROVED AS TO FORM:


 Bruce E. Bergman
 City Attorney

Moved by _____ to adopt.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
VLASSIS				
MEYER				
TOTAL				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED

 Mayor

 City Clerk

TOLLING AGREEMENT

THIS AGREEMENT is entered into this 1st day of September, 2007, between Clear Channel Outdoor, Inc. and its related entities, successors, predecessors, subsidiaries, affiliates and assigns ("Clear Channel") and the City of Des Moines and its related entities, successors, predecessors, subsidiaries, affiliates and assigns ("Des Moines").

WHEREAS on or about September 13, 2005, Des Moines removed two billboard signs owned by Clear Channel, which were located at 1325 Locust and 1429 Locust Street in Des Moines, Iowa ("the Billboards"). As of the date of this Agreement, Clear Channel has not received any compensation related to Des Moines' removal of the Billboards.

WHEREAS in the interest of economies to both parties, the parties desire to continue discussing settlement prospects without pursuing litigation, and both desire and request additional time in order to attempt to reach a settlement between the parties.

NOW THEREFORE in consideration for Clear Channel postponing the filing of a lawsuit related to the Billboards and for allowing the parties to save litigation expenses and pursue the possibility of settlement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Clear Channel agrees that it will not file any court action against Des Moines until the settlement discussions are concluded. However, either party may give a written notice to the other that a court action must or will be filed within sixty (60) days from the date of said notice.
2. Des Moines agrees that if Clear Channel files an action relating to the Billboards, it will not raise any defenses to that action based on any statute of limitation, the doctrine of laches, Iowa Code chapter 670 or similar legal grounds. Des Moines preserves all other defenses it may have.
3. The recital paragraphs above are expressly made a part of this Agreement.
4. This Agreement is entered into as part of settlement negotiations and cannot be used in any proceedings for or against any of the parties on the issue of liability, except to establish the terms of the Agreement.
5. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

6. Each party represents and warrants that it has the authority to execute this Agreement and that the signatures which appear below bind it and its principals to the terms of the Agreement.
7. The parties hereto acknowledge and agree that they have carefully read and fully understand the terms, provisions and legal effect of this Agreement, and they are signing it of their own free will, after having consulted independent legal counsel, with full knowledge of its significance, and solely in reliance on their own knowledge, belief and judgment and that of their legal counsel.
8. The parties expressly acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated, compromised and agreed upon by the parties and their legal counsel. Therefore, the fact that one party or the other may have been primarily or exclusively responsible for drafting or editing this Agreement shall not, in any dispute over the terms, construction or meaning of this Agreement, be held, interpreted or construed against such party.
9. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each and every party hereto and delivered to each and every other party hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date set forth herein.

CLEAR CHANNEL OUTDOOR, INC.

By: _____
Its: _____

CITY OF DES MOINES, IOWA

By: _____
Its: _____