

**UNION PACIFIC RAILROAD COMPANY****REAL ESTATE DEPARTMENT**

1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

Fax: (402) 501-0340

July 1, 2013

DUPLICATE ORIGINAL

Fort Bend County Drainage District  
Attention: Construction & Maintenance Division  
1004 Blume Road  
Rosenberg, Texas 77471

Re: Claim and Agreement for Reimbursement of Signboard Site Withdrawal Fee  
Railroad Folders 2493-75 and 1534-12

Dear Fort Bend County Drainage District:

Union Pacific Railroad Company ("Railroad") hereby submits a claim to Fort Bend County Drainage District ("Drainage District") for the reimbursement of the signboard site withdrawal fee due Clear Channel Outdoor, Inc., from Railroad related to the withdrawal of Signboard Site audit number S717014 to accommodate Drainage District's drainage project east of State Highway 6 near railroad milepost 25.3 of the Glidden Subdivision at Sugar Land, Texas ("Drainage Project"). This claim is submitted in lieu of placing this matter in the Drainage Project's construction and maintenance agreement known as audit number 252378.

Railroad and Drainage District accept and agree to the following terms and conditions:

1. An advertising signboard owned and operated by Ad Displays, Inc. ("Removed Sign") was located on or near the Drainage Project. The Removed Sign was located on Signboard Site audit number S717014 on Railroad's right of way pursuant to a Master Signboard Site License Agreement between Railroad and Eller Media Company dated September 30, 1997, and known as audit number 202454 (the "Eller Agreement"). Due to name change, Eller Media Company is now Clear Channel Outdoor, Inc. ("Clear Channel"). Under the Eller Agreement, Clear Channel sublicensed Signboard Site audit number S717014 to the sign owner.
2. After Drainage District determined that the Removed Sign conflicted with the Drainage Project, Railroad made arrangements with Clear Channel to cause the Removed Sign to be removed by sign owner before Drainage District commenced construction of the Drainage Project. As part of the sign removal process, Signboard Site audit number S147027 was withdrawn from the Eller Agreement pursuant to the terms and procedures of the Eller Agreement. Railroad sent to Clear Channel notice of withdrawal of Signboard Site audit number S717014 from the Eller Agreement effective May 28, 2008. A copy of said withdrawal notice is attached as Exhibit A. Clear Channel and Ad Displays, Inc., were instructed by the Railroad to remove their sign by May 28, 2008.
3. Railroad agrees to accept and limit any and all of its compensation related to the demolition and/or removal of the Removed Sign on Signboard Site audit number S717014 to the amount of the withdrawal fee that Railroad is required to pay Clear Channel under the Eller Agreement. **Such withdrawal fee is Nine Thousand Six Hundred Forty Nine and 55/100 Dollars (\$9,649.55)**, as calculated and stated in the withdrawal notice. Drainage District agrees to pay Railroad such landowner compensation within sixty (60) days of executing this document.



4. Drainage District retains full and sole responsibility for investigating, settling, and satisfying what, if any, compensation is due and payable sign owner Ad Displays, Inc. related to the removal of the Removed Sign.

5. Railroad represents and warrants to Drainage District that Railroad has not yet paid Clear Channel the withdraw fee for signboard Site S717014 and that the withdraw fee is the only compensation due Clear Channel related to the removal of the Removed Sign. Railroad agrees to indemnify and hold harmless Drainage District in the event that Clear Channel (but not Ad Displays, Inc.) requests compensation above the withdraw fee amount from District for withdrawing Signboard Site S717014 from the Eller Agreement and/or for the removal of the Removed Sign.

6. The undersigned warrants and represents that he is authorized to sign this document as authorized agent and employee on behalf of Railroad and to bind Railroad to the terms, conditions, obligations and duties created by this Agreement.

7. Railroad and its undersigned agent and employee agree and understand that Drainage District is relying on the representations, promises and covenants made by Railroad to Drainage District in this Agreement and that Drainage District would not otherwise enter into this Agreement and make payment to Railroad as set forth herein.

8. Railroad agrees that upon its acceptance of the **Nine Thousand Six Hundred Forty Nine and 55/100 Dollars (\$9,649.55)** described hereinabove that any and all obligations, known or unknown, that are or may be owed to Railroad by Drainage District related to Signboard Site withdrawal and removal of the Removed Signboard are, and the same are hereby discharged upon payment by District of said amount.

9. Railroad is required to pay Clear Channel the withdrawal fee under the Eller Agreement. **Such withdrawal fee is Nine Thousand Six Hundred Forty Nine and 55/100 Dollars (\$9,649.55)**, as calculated and stated in the attached withdrawal notice. Railroad warrants and agrees to pay Clear channel within sixty (60) days of execution of this document.

Sincerely,



Daniel Leis

General Director Real Estate

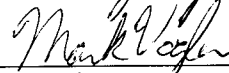
(402) 544- 8533



The above request and all of its terms and conditions are accepted and agreed to by Union Pacific Railroad Company this 8TH day of JULY, 2013.

By   
Printed/typed name: Dan Leis  
Title: General Director Real Estate

The above request and all of its terms and conditions are accepted and agreed to by Fort Bend County Drainage District this 22 day of July, 2013.

By   
Printed/typed name: Mark Vogler  
Title: General Manager-Chief Engineer

Approved:



Robert E. Hebert, County Judge  
Chairman, Drainage District  
Date: September 10, 2013

ATTEST:

  
Dianne Wilson, County Clerk



Exhibit "A"

**VIA U.S. CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

August 12, 2008

Clear Channel Outdoor, Inc.  
Attention: President  
2850 East Camelback Road, Suite 300  
Phoenix, Arizona 85016

DUPLICATE ORIGINAL

Re: **Notice of Signboard Site Withdrawal**

Dear Clear Channel:

Please refer to Master Signboard Site License ("Master License") dated September 30, 1997, by and among Eller Media Company and Southern Pacific Transportation Company and St. Louis Southwestern Railway Company, and identified in Railroad's records as Audit Number 202454. Through mergers and name change, Southern Pacific Transportation Company and St. Louis Southwestern Railway Company are now Union Pacific Railroad Company, a Delaware corporation ("Railroad"). Through name change, Eller Media Company is now Clear Channel Outdoor, Inc. ("Clear Channel")

Pursuant to Section 4.1 of the Master License, Railroad does hereby withdraw from the Signboard Sites the following Signboard Site(s):

<u>Audit Number</u>	<u>Folder</u>	<u>City/Station</u>	<u>State</u>
S717014	1534-12	Sugar Land	Texas

Withdrawal is effective **May 28, 2008** (Withdrawal Effective Date").

Pursuant to Section 4.3 of the Master License, Railroad has determined the Withdrawal Fee due Clear Channel is **Nine Thousand Six Hundred Forty Nine and 55/100 Dollars (\$9,649.55)**. Railroad's calculation of the Withdrawal Fee is attached to this Notice.

Railroad's sublicense assignment or termination election pursuant to Section 6.3 (c) of the Master Signboard Site License will be made through a separate written notice.

Sincerely,

Martin D. Johnson  
Sr. Manager Special Projects - Contracts

cc: General Counsel – Clear Channel

Clear Channel agrees with the Withdrawal Effective Date and Withdrawal Fee stated herein.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Ms. Lyons*  
*VP/CCO Land Clear*

# Withdrawal Fee

## WITHDRAWN SIGNBOARD SITE

Folder	1534-12
Audit Number	S717014
City/Station	Sugarland
State	Texas
Party	Ad Displays
Date Added to Master License as Signboard Site	Oct. 1, 1997
Date Withdrawn from Signboard Sites	May 28, 2008
Year of first October 1st after Withdrawal Date	2008

Formula: FULL ATTRIBUTABLE PORTION X 1/25 X YEARS REMAINING IN MASTER = PRORATED ATTRIBUTABLE PORTION

FULL Attributable Portion \$	8,184.00	
1/25th of Attributable Portion \$	327.36	
YEARS REMAINING in Master License after Withdrawal	14.3452	
PRORATED Attributable Portion AFTER Withdrawal Date \$	4,696.05	Due Clear Channel

Formula: PRORATED ATTRIBUTABLE PORTION DUE CLEAR CHANNEL X 9.9% X YEARS ELAPSED IN MASTER = INTEREST

ANNUAL 9.9% simple Interest on Prorated Attributable Portion after Withdrawal Date \$	464.91	
YEARS ELAPSED in Master License before Withdrawal Date	10.6548	
INTEREST from Oct. 1, 1997, to Withdrawal Date \$	4,953.51	Due Clear Channel

## WITHDRAWAL FEE

Prorated Attributable Portion	4,696.05	
Interest	4,953.51	
Total Withdrawal Fee	9,649.55	Due Clear Channel

PRORATED ATTRIBUTABLE PORTION BEFORE WITHDRAWAL DATE	\$	3,487.95	RR Retains
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## TIME ELAPSED AND REMAINING IN MASTER LICENSE

October 2007	0
November 2007	0
December 2007	0
January 2008	0
February 2008	0
March 2008	0
April 2008	0
May 2008	4
June 2008	30
July 2008	31
August 2008	31
September 2008	30
Days from Withdrawal Date until October 1, 2008	126
Partial Year from Withdrawal Date to October 1, 2008	0.3452
Full Years from October 1, 2008, to September 30, 2022	14
YEARS REMAINING in Master License after Withdrawal Date	14.3452
YEARS ELAPSED in Master License before Withdrawal Date	10.6548



**VIA U.S. CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

August 12, 2008

Clear Channel Outdoor, Inc.  
Attention: President  
2201 East Camelback Road, Suite 500  
Phoenix, Arizona 85016

DUPLICATE ORIGINAL

Re: **Notice of Election to Terminate Sublicense**  
**Notice to Remove Signboard**

**Folder 1534-12**

Dear Clear Channel:

Please refer to Master Signboard Site License ("Master License") dated September 30, 1997, made by and between Eller Media Company and Southern Pacific Transportation Company and St. Louis Southwestern Railway Company and identified in Railroad's records as Audit Number 202454. Through mergers and name change, Southern Pacific Transportation Company and St. Louis Southwestern Railway Company are now Union Pacific Railroad Company, a Delaware corporation ("Railroad"). Through name change, Eller Media Company is now Clear Channel Outdoor, Inc. ("Clear Channel").

Pursuant to Section 6.3 (c) of the Master License, Railroad elects to terminate any and all sublicenses for the Signboard Site identified in the Master License as **Audit Number S717014** located at **Sugar Land, Texas**. This Signboard Site was withdrawn from the Signboard Sites by Railroad's Notice of Signboard Site Withdrawal dated August 12, 2008.

As required under Section 9.3 of the Master License, Clear Channel shall **remove** from this Signboard Site the signboard and all other signboard related appurtenances and property and **restore** the Signboard Site.

The **termination is effective as of May 28, 2008** ("Sublicense Termination Effective Date"). Clear Channel is responsible for properly notifying its sublicensee(s) of this termination and for completing signboard removal and Signboard Site restoration as required under Section 9.3 of the Master License. Clear Channel shall complete signboard removal and Signboard Site restoration on or before the Sublicense Termination Effective Date.

Sincerely,

Martin D. Johnson  
Sr. Manager Special Projects - Contracts

cc: General Counsel – Clear Channel

Clear Channel agrees with the Sublicense Termination Effective Date stated herein.

By: Mary Hoo

Title: VP/CCO Landline