



COUNTY ATTORNEY'S OFFICE
JEFFREY J. NEWTON, *County Attorney*

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Reply To: Post Office Box 1393
Orlando, FL 32802-1393
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www.ocfl.net

September 18, 2023

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Georgiana Holmes

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Mawsan Mohiuddin

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Scott Shevenell

Shonda White

Legal Administrative Supervisor

Dan Randolph

Senior Paralegal
Aleessia Lofgren

Paralegals
Amar Sharpe
Jail Stanford
Maria Vargas

Kent L. Hipp, Esquire
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

Re: Orange County's Proposed International Drive Pedestrian Overpass and
Clear Channel Outdoor, Inc.'s Billboard on W. Sand Lake Rd.

Dear Kent:

Thank you for your letter dated September 5, 2023, and the attachments.

I am familiar with the matter described in the letter. The discussion about a potential pedestrian overpass at the intersection of I-Drive and W. Sand Lake Rd. began in 2015 or 2016, and it was at that time I became aware of Clear Channel Outdoor Inc.'s three-sided changeable copy billboard on the property at 8000 International Drive (at the southwest corner of the intersection), and CCO's October 2005 easement over a large portion of the subject property. In fact, I recall having a brief meeting in May 2016 about the matter with Craig Swygert, Meredith McKenna, and a couple of people from the County Planning Division.

Also, I am aware that a few weeks ago Mindy Cummings met with Mr. Swygert, Ms. McKenna, Rachael, and you to discuss the proposed I-Drive pedestrian overpass, and its impact on and relationship to the southwest quadrant of the intersection. Fortunately, as the aerial photos you sent me clearly show, the only one of the three sides of the billboard that might be impacted from a visibility standpoint by the proposed I-Drive pedestrian overpass would be the side that faces a northeasterly direction.

In any event, at this juncture, Mindy and I will be scheduling and having an internal discussion with a few others from the County before getting back with you and your clients to discuss whether there might be a mutually acceptable solution to the issue. I may be proven wrong, but I doubt that eminent domain would be a solution the County would be pursuing.

Sincerely,

Joel D. Prinsell
Deputy County Attorney

c: Mindy Cummings, Manager, Real Estate Management Division
Roberta Alfonso, Assistant County Attorney

September 5, 2023

VIA ELECTRONIC MAIL:

Joel D. Prinsell, Esquire
Deputy County Attorney
Orange County Attorney's Office
201 East Rosalind Avenue, 3rd Floor
Orlando, FL 32801
joel.prinsell@ocfl.net

**RE: Orange County's Proposed International Drive Pedestrian Overpass
and of Clear Channel Outdoor, LLC**

Dear Joel:

My partner Rachael Crews and I represent Clear Channel Outdoor, LLC ("CCO") in relation to CCO's tri-faced billboard located at the key intersection of International Drive and Sand Lake Road. For your reference, we have enclosed Google Earth Streetview Images of the sign looking north, east, south, and west (See Enclosure 1). Due to its location, this sign is one of CCO's most highly valued Central Florida assets. Advertising on this board is in high demand by CCO's top clients, and that advertising drives significant net revenues for CCO.

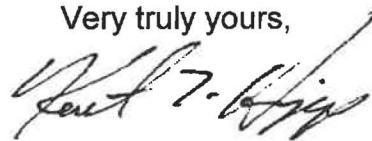
We understand Orange County is exploring construction of an elevated pedestrian overpass at this intersection. While the County has met with the fee owners on each of the four corners of this intersection and included CCO in some of these public meetings, the County has not formally acknowledged the property rights owned by CCO. We write to insure the County is fully aware of CCO's substantial property rights, which would be destroyed if the County attempts to construct this elevated pedestrian overpass. The County cannot move forward with the overpass without addressing CCO's property rights.

Specifically, CCO has a recorded easement over the property located at 8000 International Drive, which is the southwest corner of the intersection. We have enclosed a copy of the easement (See Enclosure 2). As you can see, the easement accords CCO significant property rights including: 1) a **perpetual, exclusive** easement in the Sign Easement Area; (2) a **perpetual, exclusive** Air Easement, which secures to CCO all air rights above the easement area; and (3) access, utilities, and parking easements. We have enclosed an aerial diagram, which approximately outlines the area subject to CCO's Sign and Air Easements (See Enclosure 3).

As set out in paragraph 4 of the Easement document, under the "penalty of damages or injunctive relief," the fee owner cannot obstruct the sign's view in any way. Because of CCO's easement rights, even if the underlying fee owner donates land to the County for the pedestrian overpass, the County would not be able to construct the overpass without CCO's consent. While the County could condemn CCO's easement rights and sign, we do not believe this is economically feasible for the budget of this project. Based on a long history of exceptionally high net revenues at this location, compensation for this CCO board would be well in excess of \$12 Million.

CCO has long been a good community partner. We have discussed this matter with Mindy Cummings and advised that CCO is open to discussions regarding potential solutions, but the County must understand that any solution will have to account for this board's uniquely valuable location and high net revenues. I will look forward to hearing from you on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kent L. Hipp", written over a horizontal line.

Kent L. Hipp, Esquire

KLH/RMC

Enclosures as stated

cc: Mindy T. Cummings, Esq. (via email)
Craig Swygert (via email)
Meredith McKenna (via email)
Rachael M. Crews, Esq. (via email)

ENCLOSURE 1

CCO's Board from I-Drive – Traffic Moving North at Intersection of I-Drive & Sand Lake Road



ENCLOSURE 1

CCO's Board Facing East at Intersection of I-Drive & Sand Lake Road



ENCLOSURE 1

CCO's Board Facing South at Intersection of I-Drive & Sand Lake Road



ENCLOSURE 1

CCO's Board Facing West Toward I-4 at Intersection of I-Drive & Sand Lake Road



EXHIBIT 2

DEPICTION OF AREA COVERED BY CCO'S SIGN AND AIR EASEMENTS





When recorded, return to:
David M. Clark
CLEAR CHANNEL OUTDOOR, INC.
2850 East Camelback, Suite 300
Phoenix, Arizona 85016

INSTR 20050688155
OR BK 08240 PG 2423 PGS=15
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
10/11/2005 03:55:11 PM
DEED DOC TAX 31,500.00
REC FEE 129.00

GRANT OF PERPETUAL EASEMENTS AND DECLARATION OF RESTRICTIONS

THIS GRANT OF PERPETUAL EASEMENTS AND DECLARATION OF RESTRICTIONS is made as of the 7 day of October, 2005, by INTERNATIONAL SQUARE, INC., a Florida corporation ("Grantor"), in favor of CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation registered to do business in Florida as "CC Outdoor, Inc." ("Grantee").

Grantor own that certain real estate described on Exhibit 1 attached hereto and made a part hereof (the "Real Estate") and upon which certain buildings owned by Grantor are located having addresses of 8000 International Drive, Orlando, Florida 32819 (the "Buildings").

Grantee wishes to acquire certain easements over, under, upon and across certain portions of the Real Estate, including the Building, which easements will run with the land, and requires certain restrictions on the use of the Real Estate in order to protect the value of said easements.

Grantor is willing to grant such easements to Grantee and to impose such restrictions in connection therewith.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sign Easement

Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, exclusive easement (the "Sign Easement") for the construction, maintenance, repair, dismantling, bracing, replacement, alteration, improvement, operation, illumination and use of outdoor advertising sign structures, appurtenances and related property and equipment (the "Billboards") over, under, upon and across that portion of the Real Estate legally described on Exhibit 2 attached hereto (the "Sign Easement Area"). Grantee shall be afforded non-exclusive, perpetual exterior access to the Sign Easement Area twenty-four (24) hours a day, seven (7) days a week for the purpose of restoring or repairing damage to the Billboards. In all other circumstances, access shall be limited to the hours between 6:00 a.m. and 9:00 p.m. Grantee shall not unreasonably block Sand Lake Drive, I-Drive or the Access Easement Area (as hereinafter defined) (collectively, the "Access Roads"). Grantor shall have the right to use the subsurface of the Sign Easement Area so long as such use does not interfere with the footings or pilings of the Billboards, the structural integrity of the Billboards or Grantee's use of the Sign Easement Area. The Billboards shall have a height not in excess of the height of such Billboards as of the date of this Grant of Perpetual Easements and Declaration of Restrictions, which Grantor and Grantee estimate to be fifty-five (55) feet from the ground.

2. Air Easement

Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, exclusive easement ("Air Easement") to all air rights above that portion of the Real Estate, including the Buildings, occupied by the Billboards referred to in Section 1 above, as legally described on Exhibit 3 attached hereto, and not to exceed the height of the Billboards (the "Air Easement Area"). Grantee shall be afforded exterior access to the Air Easement Area twenty-four (24) hours a day, seven (7) days a week for the purpose of restoring or repairing damage to the Billboards. In all other circumstances, access shall be limited to the hours between 6:00 a.m. and 9:00 p.m. Grantee shall not unreasonably block any of the Access Roads.

Grant of Perpetual Easements.doc

3. Access, Utilities and Parking Easements.

Subject to existing easements on the Real Estate that have been recorded with the Orange County, Florida Recorder prior to the date hereof and that appear on the as set forth in the title commitment (commitment no. CD05-103593) dated September 12, 2005 issued by Fidelity National Title ("Pre-Existing Easements"), Grantor hereby grants to Grantee and its grantees, successors and assigns perpetual, non-exclusive easements (i) to, on, over, upon and across that portion of the Real Estate legally described on Exhibit 4 attached hereto (the "Access Easement Area") for vehicular and pedestrian ingress and egress to and from the Sign Easement Area and the Air Rights Easement Area (the "Access Easement"); (ii) to, on, over, under, upon and across that portion of the Real Estate legally described on Exhibit 5 attached hereto, for the installation, maintenance, repair, replacement and provision of utilities to service the Sign Easement, Sign Easement Area, Air Rights Easement Area and Billboards (the "Utilities Easement"); and (iii) to, on, over, upon and across that portion of the Real Estate legally described on Exhibit 6 attached hereto and that portion of the Real Estate legally described on Exhibit 7 attached hereto for temporarily parking vehicles during the course of installing, maintaining, repairing and/or replacing the Billboards and/or exercising any of the rights granted herein (the "Parking Easements"). In addition, Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual non-exclusive easement to use the existing electricity transformer on the Real Estate; provided, however, in the event that Grantee requires the use of additional electric services for the Billboards, Grantee shall be responsible for the costs and expenses of procuring such additional electric services, including, if necessary, the costs of establishing Grantee's own main service on the Real Estate and the Utilities Easement area. In the event of an emergency situation, Grantee shall be afforded such access twenty-four (24) hours a day, seven (7) days a week for the purpose of restoring or repairing damage to the Billboards, and Grantee shall make reasonable efforts to notify any Building tenant prior to entering such tenant's premises. In all other circumstances, access shall be limited to the hours between 6:00 a.m. and 9:00 p.m. Grantee shall not unreasonably block any of the Access Roads. Grantee acknowledges and understands that the Buildings are comprised of commercial retail shops and that the Buildings' tenants and such tenants' customers also have non-exclusive ingress and egress rights to the Real Estate.

4. Visibility and Advertising Restrictions. Grantor hereby imposes the following restrictions with respect to the Real Estate:

It is the essence of this Grant of Perpetual Easements and Declaration of Restrictions that Grantor will not, under penalty of damages and or injunctive relief, do or permit others to do the following: (i) except for advertising signs hung on the Building for the purpose of advertising a Building tenant's on-site business ("On Premise Signs") and having sizes and locations that are substantially the same as the On Premise Signs existing as of the date hereof, use, rent or lease any part of the Real Estate, including the Buildings, and adjacent property (owned or controlled by Grantor), for the erection or maintenance of advertising signs or other advertising matter on the Real Estate, including the Buildings, and adjacent property (owned or controlled by Grantor), without in each instance obtaining Grantee's prior written approval, or (ii) make any plantings or improvements whatsoever on or to the Real Estate, including the Buildings, and adjacent property (owned or controlled by Grantor) which would obstruct, partially or entirely, the view of or lessen the advertising value of the Sign Easement or any sign structures constructed or to be constructed thereon. For further clarity, Grantor retains the right to landscape the Real Estate so long as such landscaping does not conflict with the visibility protections and restrictions set forth herein and no such landscaping shall, in any event, exceed six (6) feet in height. Notwithstanding the foregoing, Grantor may install and maintain below the current roof level of the Buildings advertising for goods or services regularly offered for sale from an operating business located in the Buildings. Grantee in its sole and absolute discretion is authorized to fully or partially remove or trim any such offending signs, structures, plantings or improvements, at the cost and expense of Grantor; provided, however, no such costs and expenses shall be borne by Grantor unless Grantor shall have been given ten (10) days' written notice of such removal or trimming activities and Grantor shall have failed to effect such removal or trimming activities prior to the expiration of such ten (10) day period.

5. Affirmative Covenants.

(a) Grantor's Affirmative Covenants.

- (i) Grantor shall comply with all laws, ordinances, rules and regulations, both present and future, applicable to the use or maintenance of the Real Estate, including the Buildings.

(ii) Grantor shall at all times maintain the structural integrity of the Buildings.

(iii) Grantor shall not interfere with Grantee's rights granted pursuant to this Grant of Easements and Declaration of Restrictions; and Grantor shall cooperate at no expense to Grantor with any efforts by Grantee to secure governmental permits, licenses or other authorizations and approvals necessary or appropriate to the full exercise of all of Grantee's rights and privileges pursuant to this Grant of Easements and Declaration of Restrictions.

(iv) Grantor shall at all times maintain, at its sole cost and expense, comprehensive commercial liability insurance with coverage of no less than \$2,000,000 per occurrence. Such policies shall be issued by companies licensed to do business in the state of Florida and which shall have a Best Rating of "A" or better. Grantee shall be named as an additional insured on such policies with respect to the Billboards and the easements granted herein.

(v) In performing any maintenance or repair of the Real Estate, including the Buildings, Grantor shall perform any such maintenance and repairs in a diligent and workmanlike manner and shall not interfere with Grantee's easements hereunder.

(b) Grantee's Affirmative Covenants.

(i) Grantee shall comply with all laws, ordinances, rules and regulations, both present and future, applicable to the use or maintenance of the easements granted hereunder.

(ii) Grantee shall at all times maintain the structural integrity of the Billboards.

(iii) Grantee shall not interfere with Grantor's rights under this Grant of Easements and Declaration of Restrictions.

(iv) Grantee shall at all times maintain, at its sole cost and expense, comprehensive commercial liability insurance with coverage of no less than \$2,000,000 per occurrence. Such policies shall be issued by companies licensed to do business in the state of Florida and which shall have a Best Rating of "A" or better. Grantor shall be named as an additional insured on such policies.

(v) Grantee shall not unreasonably block the Access Roads.

(vi) In performing any maintenance or repair of the Billboards, Grantee shall perform any such maintenance and repairs in a diligent and workmanlike manner and shall not interfere with Grantor's use of the Real Estate.

6. Damage, Destruction or Demolition of a Billboard or Building.

(a) In the event that a Billboard is damaged or destroyed by fire, hurricane, earthquake or other casualty, Grantee shall be entitled to repair, restore and rebuild such Billboard. In the event that structural integrity of the footings, pilings or monopole structure comprising a part of the Billboards is compromised, Grantee shall be entitled to remove and demolish that portion of the Buildings immediately surrounding the Sign Easement Area to enable Grantee to repair, restore and rebuild such Billboard (provided that Grantee restores such Buildings (or the portions thereof) to governmental building and code requirements and their condition immediately prior to any such removal or demolition effected by Grantee); provided, however, in the event that Grantee reasonably determines that the repair, restoration or rebuilding of such Billboard is not feasible, Grantee shall be entitled to relocate (subject to governmental building and code requirements) the base structure of such Billboard to a portion of the Real Estate that is located in the same general vicinity as the Sign Easement Area and that is mutually agreeable to Grantor and Grantee (each acting reasonably and in good faith) that would enable Grantee to reconstruct such Billboard at the same height as its current height (subject to governmental building and code requirements) from the ground and with approximately the same visibility to rights-of-way as exist on the date of this Grant of Easements and Declaration of

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Restrictions (an "Alternative Sign Easement Area") and Grantor shall cooperate with and assist Grantee (at no expense to Grantor) in obtaining all permits and governmental authorizations of every kind used or required to erect and operate such Billboard on the Alternative Sign Easement Area and Grantor shall execute, deliver and record in Grantee's favor a grant of perpetual easements and declaration of restrictions containing, without limitation, air rights, access, parking and utilities easements and visibility protections and such other terms as are no less favorable than the terms set forth herein. For further clarity, Grantor shall not be deemed to have acted unreasonably or in bad faith by refusing to agree to an Alternative Sign Easement Area the relocation itself of which will cause or require any destruction, damage or demolition of the Buildings (or portions thereof). Should Grantor agree to an Alternative Sign Easement Area the relocation itself of which will cause or require any destruction, damage or demolition of the Buildings (or portions thereof), Grantee shall be responsible for any and all costs (i) associated with the destruction, damage, or demolition effected by Grantee in such relocation so as to repair and rebuild the Buildings (or portions thereof) back to their original condition, or if not possible, to a condition that maximizes the square footage of the Buildings (or portions thereof) lost as a result of such relocation, (ii) associated with such relocation, including, without limitation, re-survey costs and (iii) incurred by Grantor that are reasonable and are reasonably related to any such relocation.

(b) Grantor shall not demolish any of the Buildings without the prior written consent of Grantee, which consent shall not be unreasonably withheld. If Grantee consents to the demolition of any of the Buildings, Grantor shall diligently pursue the reconstruction of the Buildings and shall ensure that such reconstruction does not interfere with Grantee's use of any of the easements granted herein.

7. Mutual Indemnities.

(a) Grantee covenants and agrees to indemnify, defend and hold harmless Grantor, its tenants, mortgagees, and their respective successors, assigns, trustees, agents and employees from and against any and all loss, liability, damage, expense (including reasonable attorneys' fees), costs, claims, injuries and actions that they may face, suffer or incur as a result of (i) the existence, use, operation, maintenance, repair, rebuilding, reconstructing, relocating, renewal, replacement, removal, leasing and/or licensing of the Billboard; (ii) any mechanic's liens arising from Grantee's work or any work conducted at the direction of Grantee; and (iii) any other activity of Grantee, its agents, employees, or contractors, on or about the Real Estate, including the Buildings.

(b) Grantor covenants and agrees to indemnify, defend and hold harmless Grantee, its successors, assigns, officers, directors, agents and employees from and against any and all loss, liability, damage, expense (including reasonable attorneys' fees), costs, claims, injuries and actions that they may face, suffer or incur as a result of (i) the use, operation, maintenance, repair, rebuilding, reconstructing, renewal, replacement, removal, leasing and/or licensing of the Real Estate, including the Buildings, (ii) any mechanic's liens arising from Grantor's work or any work conducted at the direction of Grantor or Grantor's tenants and licensees, and (iii) any other activity of Grantor, its agents, employees, tenants, licensees or contractors, on or about the Real Estate, including the Buildings.

8. Additional Terms.

(a) In the event that Grantee determines that additional electric service is necessary for the operation of the Billboards, Grantee shall be responsible for the cost and expense of procuring such additional electric services, including the establishment of Grantee's own main service on the Property.

(b) Notwithstanding anything to the contrary herein, all provisions of this Grant of Perpetual Easements and Declaration of Restrictions shall run with the land and are binding upon and shall inure to the benefit of the heirs, legal representatives, assigns, successors, and tenants of Grantee and Grantor.

(c) Grantor shall be responsible for the payment of all ad valorem taxes, mechanic's or materialmen's liens assessed against the Real Estate (other than mechanic's or materialmen's liens arising as a result of work performed by or on behalf of Grantee by Grantee's employees, contractors and agents), including the Buildings, and Grantee shall be responsible for the payment of all taxes separately assessed against the easements granted herein and the Billboard structures, and any licenses, fees, permits and similar charges which may be lawfully imposed

upon Grantee for the use or operation of the Easements including if assessed against Grantor taxes assessed on the Real Estate as a result of the presence of the Billboards thereon under Orange County, Florida Land Use Code 9915 or its equivalent. If either Grantee or Grantor fail to pay the taxes or assessments for which it is responsible, the other party shall have the right, but not the obligation, to pay such taxes and/or assessments on behalf of the party responsible for such payments and to be reimbursed therefor on demand.

(d) If any portion of the easements granted herein, or the portion of the Real Estate, including the Buildings, immediately surrounding the area upon which the Billboards are located, is the subject of an offer of acquisition, is acquired, is taken or is threatened to be taken by condemnation or eminent domain or conveyance in lieu thereof, or a certificate of convenience or necessity is issued by a governmental or quasi-governmental entity or a private party in conjunction with a governmental or quasi-governmental entity, then Grantee shall be entitled to seek compensation from such entity or party, for the value of its total interest in and to the easements granted herein and under this Grant of Perpetual Easements and Declaration of Restrictions, including the revenues to earned by Grantee from the easements granted herein and the value of its property situated on the easements granted herein, and the Grantor shall be entitled to seek compensation from such entity or party for the value of its interest in and to the Real Estate.

(e) Grantee shall provide Grantor with thirty (30) days' prior written notice of Grantee's intent to assign or transfer this Grant of Perpetual Easements and Declaration of Restrictions; provided, however, Grantee shall have the right to freely assign or transfer in whole or in part, and subject to this Grant of Perpetual Easements and Declaration of Restrictions, every feature of Grantee's rights and obligations hereunder and to the easements granted hereunder, without Grantor's consent.

(f) This Grant of Perpetual Easements and Declaration of Restrictions shall be governed exclusively by the provisions hereof and by the laws of the state in which the Real Estate is located, as the same may from time to time exist without regard to conflicts of laws provisions.

(g) If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(h) If any legal action or proceeding arising out of or relating to this Grant of Perpetual Easements and Declaration of Restrictions is brought by either party hereto, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs and other expenses incurred in the action or proceeding by the prevailing party.

(i) Except for the Easement Purchase Agreement by and between Grantor and Grantee dated as of October 3, 2005 this Grant of Perpetual Easements and Declaration of Restrictions constitutes the entire agreement between Grantor and Grantee relating to the easements described herein, and any prior agreement, promises, negotiations, or representations not expressly set forth in this Grant of Perpetual Easements and Declaration of Restrictions are of no force and effect. Any amendment to this Grant of Perpetual Easements and Declaration of Restrictions shall be of no force and effect unless it is in writing and signed by the Grantor and Grantee.

[Remainder of this page intentionally left blank]

DM

In Witness Whereof, this Grant of Perpetual Easements and Declaration of Restrictions has been executed as of this 7 day of October, 2005.

Chris Cathcart
Print Name: Chris Cathcart

M.F. Stamp
Print Name: M.F. Stamp

GRANTOR:
INTERNATIONAL SQUARE, INC., a Florida corporation

By: Thomas Moore
Its: President

Print Name: _____

GRANTEE:
CLEAR CHANNEL OUTDOOR, INC.,
a Delaware corporation registered in
Florida as "CC Outdoor, Inc."

Print Name: _____

By: _____
Its: _____

Acknowledgments

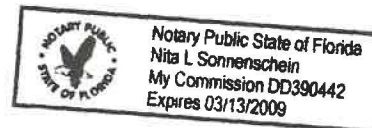
State of FLORIDA)
County of ORANGE) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS MOORE, personally known to me to be the PRESIDENT of INTERNATIONAL SQUARE, INC., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument in his/her said capacity and as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7 day of October, 2005.

[Signature]
Notary Public

My Commission Expires _____, 20__.



In Witness Whereof, this Grant of Perpetual Easements and Declaration of Restrictions has been executed as of this _____ day of October, 2005.

GRANTOR:

INTERNATIONAL SQUARE, INC., a Florida corporation

Print Name: _____

By: _____

Print Name: _____

Its: _____

Print Name: David K. Clark

GRANTEE:

CLEAR CHANNEL OUTDOOR, INC.,
a Delaware corporation registered in
Florida as "CC Outdoor, Inc."

Print Name: PAULA GALLAGHER

By: _____
Its: EXEC. V.P. REAL ESTATE

Acknowledgments

State of _____)
County of _____) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, a _____, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument in his/her said capacity and as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of October, 2005.

Notary Public

My Commission Expires _____, 20 ____.

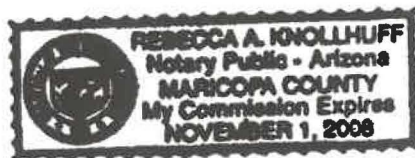
State of Arizona)
) SS
 County of Maricopa)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laura C. Touchette personally known to me to be the Executive VP of CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation registered in Florida as "CC Outdoor, Inc.," and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument in his/her said capacity and as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of October, 2005.

Rebecca A. Knollhuff
 Notary Public

My Commission Expires NOV 1, 2008



STATE OF FLORIDA DOCUMENTARY STAMP TAX HAS BEEN
 PAID IN THE AMOUNT OF \$31,500.00 ON THIS 11TH DAY
 OF OCTOBER, 2005.

Grant of Perpetual Easements

EXHIBIT 1

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1

A part of Section 36, Township 23 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, Orange County, Florida; thence run South 00 degrees 12 minutes 21 seconds East along the East line of the said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, a distance of 113.96 feet; thence run South 87 degrees 42 minutes 35 seconds West along the South right of way line of said Lake Road (S.R. #528) a distance of 65.05 feet to the said POINT OF BEGINNING of the Tract about to be described; thence run South 00 degrees 12 minutes 21 seconds East, 119.88 feet; thence run Southwesterly along the arc of a curve concave Westerly, having for its elements a radius of 1167.32 feet, a central angle of 03 degrees 14 minutes 29 seconds and an arc distance of 66.04 feet with a chord distance of 66.03 feet and a chord bearing of South 6 degrees 26 minutes 51 seconds West to the point of reverse curvature; thence run Southwesterly along the arc of a curve concave Easterly, having for its elements a radius of 1330.32 feet, a central angle of 00 degrees 38 minutes 55 seconds and an arc distance of 15.06 feet with a chord distance of 15.06 feet and a chord bearing of South 07 degrees 44 minutes 39 seconds West; thence run South 87 degrees 42 minutes 35 seconds West, 18.00 feet; thence run South 00 degrees 25 minutes 30 seconds East, 19.51 feet, thence run South 87 degrees 42 minutes 35 seconds West, 72.78 feet, thence run North 00 degrees 25 minutes 30 seconds West, 219.51 feet to the South right of way line of Sand Lake Road (S.R. #528); thence run North 87 degrees 42 minutes 35 seconds East along said right of way, 101.28 feet to the POINT OF BEGINNING.

PARCEL 2

From the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, run South 00 degrees 12 minutes 21 seconds East 113.96 feet along the East boundary of said Northwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ to the South right-of-way line of State Road No. 528 interchange of Interstate Highway No. 4; thence South 87 degrees 42 minutes 35 seconds West along said South right-of-way line 166.33 feet to the POINT OF BEGINNING. Run thence South 00 degrees 25 minutes 30 seconds East 200 feet; thence South 87 degrees 42 minutes 35 seconds West 150 feet, thence North 00 degrees 25 minutes 30 seconds West 200 feet to the aforesaid state road right-of-way line; thence North 87 degrees 42 minutes 35 seconds East along said state road right-of-way line 150 feet to the POINT OF BEGINNING.

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EXHIBIT 2

LEGAL DESCRIPTION OF SIGN EASEMENT AREA

SIGN EASEMENT:

A part of Section 36, Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, Orange County, Florida; thence run South 00 degrees 12 minutes 21 seconds East along said East line of Section 36, a distance of 113.96 feet; thence run South 87 degrees 42 minutes 35 seconds West along the South right-of-way line of Sand Lake Road (S.R. 528), a distance of 107.35 feet; thence run South 02 degrees 17 minutes 25 seconds East, a distance of 9.79 feet for a POINT OF BEGINNING; thence run South 02 degrees 38 minutes 09 seconds West, a distance of 14.00 feet; thence run North 87 degrees 21 minutes 51 seconds West, a distance of 14.00 feet; thence run North 02 degrees 38 minutes 09 seconds East, a distance of 14.00 feet; thence run South 87 degrees 21 minutes 51 seconds East, a distance of 14.00 feet to the POINT OF BEGINNING.

EXHIBIT 3

LEGAL DESCRIPTION OF AIR EASEMENT AREA

AIR RIGHTS EASEMENT:

A part of Section 36, Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, Orange County, Florida; thence run South 00 degrees 12 minutes 21 seconds East along said East line of Section 36, a distance of 113.96 feet; thence run South 87 degrees 42 minutes 35 seconds West along the South right-of-way line of Sand Lake Road (S.R. 528), a distance of 65.05 feet for a POINT OF BEGINNING; thence continue South 87 degrees 42 minutes 35 seconds West along said South right-of-way line, a distance of 251.28 feet; thence South 71 degrees 35 minutes 38 seconds East, a distance of 158.40 feet; thence South 88 degrees 04 minutes 45 seconds East, a distance of 37.57 feet; thence South 04 degrees 57 minutes 48 seconds West, a distance of 161.95 feet; thence North 87 degrees 42 minutes 35 seconds East, a distance of 50.44 feet; thence North 00 degrees 25 minutes 30 seconds West, a distance of 19.51 feet; thence North 87 degrees 42 minutes 35 seconds East, a distance of 18.00 feet to a point on the Westerly right-of-way line of International Drive and a point of a non-tangent curve concave Southeasterly, having a radius of 1330.32 feet, a chord bearing of North 07 degrees 44 minutes 39 seconds East, a chord distance of 15.06 feet; run thence Northeasterly along the arc of said curve, through a central angle of 00 degrees 38 minutes 55 seconds, a distance of 15.06 feet to a point of reverse curvature on a curve concave Northwesterly, having a radius of 1167.32 feet, a chord bearing of North 06 degrees 26 minutes 51 seconds East, a chord distance of 66.03 feet; run thence Northeasterly along the arc of said curve, through a central angle of 03 degrees 14 minutes 29 seconds, a distance of 66.04 feet to a point of tangency; thence North 00 degrees 12 minutes 21 seconds West, a distance of 119.88 feet to the POINT OF BEGINNING.

EXHIBIT 4

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

1. A perpetual non-exclusive easement for vehicular & pedestrian traffic over and across the following described land, to wit:

From the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, run South 00°12'21" East, 113.96 feet along the East boundary of said Northwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ to the South right-of-way line of State Road 528 Interchange of Interstate Highway No. 4; thence South 87°42'35" West along said South right-of-way line, 166.33 feet; to the POINT OF BEGINNING, thence South 00°25'30" West 200 feet; thence South 87°42'35" West 16.01 feet; thence North 00°25'30" East 200 feet; thence North 87°42'35" East 16.01 feet to the POINT OF BEGINNING.

And

2. A perpetual non-exclusive easement for vehicular and pedestrian traffic over and across the following described land, to wit:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, Orange County, Florida; thence run South 00°12'21" East along the East line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, a distance of 113.96 feet; thence run South 87°42'35" West along the South right-of-way of Sand Lake Road (S.R. #528) a distance of 166.33 feet; thence run South 00°25'30" East 200 feet to the POINT OF BEGINNING of the easement herein granted; thence continue South 00°25'30" East 39.51 feet; thence run North 87°42'35" East 85.92 feet; thence Run Southerly along the arc of a curve concave Southeasterly, having for its elements a radius of 1330.32 feet, a central angle of 00°52'10" and an arc distance of 20.19 feet with a chord distance of 20.19 and a chord bearing of South 00°15'50" West; thence run South 87°42'35" West 101.93 Feet; thence run North 00°25'30" West, 59.53 feet; thence run North 87°42'35" East 18.01 feet to the POINT OF BEGINNING of the easement herein granted.

EXHIBIT 5

LEGAL DESCRIPTION OF UTILITY EASEMENT AREA

UTILITY EASEMENT:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, Orange County, Florida; thence run South 00 degrees 12 minutes 21 seconds East along the East line of the said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, a distance of 113.96 feet; thence South 87 degrees 42 minutes 35 seconds West, a distance of 65.05 feet to a point on the Westerly right-of-way line of International Drive; thence continue South 87 degrees 42 minutes 35 seconds West, a distance of 251.29 feet; thence South 00 degrees 25 minutes 30 seconds East, a distance of 190.90 feet for a POINT OF BEGINNING; thence continue South 00 degrees 25 minutes 30 seconds East, a distance of 2.00 feet; thence North 87 degrees 42 minutes 35 seconds East, a distance of 150.00 feet; thence North 00 degrees 25 minutes 30 seconds West, a distance of 179.39 feet; thence South 88 degrees 17 minutes 44 seconds East, a distance of 49.15 feet; thence North 01 degrees 42 minutes 16 seconds East, a distance of 2.00 feet; thence North 88 degrees 17 minutes 44 seconds West, a distance of 51.23 feet; thence South 00 degrees 25 minutes 30 seconds East, a distance of 179.53 feet; thence South 87 degrees 42 minutes 35 seconds West, a distance of 148.00 feet to the POINT OF BEGINNING.

EXHIBIT 6

LEGAL DESCRIPTION OF PARKING EASEMENT AREA

PARKING EASEMENT 2:

A part of Section 36, Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, Orange County, Florida; thence run South 00 degrees 12 minutes 21 seconds East along said East line of Section 36, a distance of 113.96 feet; thence run South 87 degrees 42 minutes 35 seconds West along the South right-of-way line of Sand Lake Road (S.R. 528), a distance of 183.61 feet; thence run South 02 degrees 17 minutes 25 seconds East, a distance of 38.96 feet for a POINT OF BEGINNING; thence run South 00 degrees 25 minutes 30 seconds East, a distance of 46.55 feet; thence run North 88 degrees 04 minutes 45 seconds West, a distance of 24.68 feet; thence run North 01 degrees 19 minutes 03 seconds East, a distance of 46.51 feet; thence run South 88 degrees 17 minutes 44 seconds East, a distance of 23.26 feet to the POINT OF BEGINNING.

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EXHIBIT 7

LEGAL DESCRIPTION OF PARKING EASEMENT AREA

PARKING EASEMENT 1:

A part of Section 36, Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, Orange County, Florida; thence run South 00 degrees 12 minutes 21 seconds East along said East line of Section 36, a distance of 113.96 feet; thence run South 87 degrees 42 minutes 35 seconds West along the South right-of-way line of Sand Lake Road (S.R. 528), a distance of 126.77 feet; thence run South 02 degrees 17 minutes 25 seconds East, a distance of 5.34 feet for a POINT OF BEGINNING; thence run South 01 degrees 42 minutes 16 seconds West, a distance of 14.00 feet; thence run North 87 degrees 54 minutes 28 seconds West, a distance of 26.16 feet; thence run North 21 degrees 06 minutes 42 seconds East, a distance of 14.66 feet; thence run South 88 degrees 17 minutes 44 seconds East, a distance of 21.29 feet to the POINT OF BEGINNING.

And

A perpetual non-exclusive access easement over and across the Northerly 15 feet of the following described land:

From the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 23 South, Range 28 East, run South 00°12'21" East, 113.96 feet along the East boundary of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the South right-of-way of State Road No. 528 Interchange of Interstate Highway No. 4, thence South 87°42'35" West along said South right-of-way line, 146.33 feet to the POINT OF BEGINNING; thence continuing South 87°42'35" West along said South right-of-way 20 feet; thence South 00°25'30" East 50 feet; thence North 21°06'42" East 54.45 feet to the POINT OF BEGINNING.