

COMPENSATION AND RELEASE AGREEMENT

THIS COMPENSATION AND RELEASE AGREEMENT (“Agreement”), made between FLORIDA CENTRAL RAILROAD COMPANY, LLC (“FCEN”), RIGHT ANGLE MEDIA, INC. (“RAM”), MAC MEDIA, LLC (“MAC”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (hereinafter referred to as “Orange County” or “County”).

WITNESSETH:

WHEREAS, the County desires that FCEN grant to it a license to permit ingress and egress of vehicular traffic over certain property under the control of FCEN, but owned by CSX Transportation (“CSX”), located near the intersection of the western terminus of the County’s new to be constructed All American Boulevard road improvement project and Edgewater Drive in Orange County, Florida, as more particularly described in that certain Public Road Crossing License Agreement to be executed separately between FCEN and the County.

WHEREAS, the County has been informed by FCEN that it has the power and authority to enter into this Agreement pursuant to a lease agreement with CSX, as evidenced by that certain Memorandum of Lease, recorded in the public records of Orange County at O.R. Book 5098, Page 4981, et seq.

WHEREAS, RAM is an agent of FCEN for certain purposes as set forth in that certain Agreement, dated December 4, 2007, between RAM and FCEN among others.

WHEREAS, RAM and MAC entered into that certain Right Angle Media, Inc. Advertising License and Addendum thereto executed by MAC on June 3, 2012 (“BILLBOARD LICENSING AGREEMENT”) pertaining to a certain billboard and related structures (“ODA”) located within the railroad right of way as shown on **Exhibit A** attached hereto and made a part hereof.

WHEREAS, the County previously granted a Waiver (a copy of which is attached hereto as **Exhibit B** and made a part hereof) for the ODA to be relocated to a new location, but still within the railroad right of way.

WHEREAS, RAM and FCEN approve of the new location for the ODA as shown on **Exhibit A**.

WHEREAS, pursuant to Florida Statute §70.20 and other applicable law, MAC and FCEN are entitled to be paid just compensation for its ODA by County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, FCEN, RAM, and MAC agree as follows:

1. Recitals. The recitals set forth above are incorporated by reference herein and made a part of this Agreement as if set for herein verbatim.
2. Demolition of Existing ODA and Relocation to New Location. The parties acknowledge and agree that MAC and/or RAM shall be solely responsible for any and all labor, materials, and overhead costs and expenses of any kind or nature, including but not limited to, for design, permitting, and construction, relating to or associated with the demolition of the existing ODA at its current location and construction of a replacement ODA at its new location as shown on **Exhibit A**. Notwithstanding the foregoing, if for whatever reason MAC and/or RAM shall fail or refuse to demolish and clear the existing ODA from its current location in accordance with the time deadlines on **Schedule C**, then the County may perform such work and charge MAC and RAM the County's reasonable costs and expenses in performing such work; provided, however that under no circumstances shall the County be required to construct a replacement ODA at the new location. MAC, RAM and FCEN hereby grant the County a temporary easement to accomplish the foregoing with all work on Railroad property to be coordinated with FCEN and under railroad rules.
3. Total Compensation for Existing and Replacement ODA. Each of the MAC, RAM and FCEN parties agree the total amount payable by the County for just compensation of any kind or nature including, but not limited to, for the existing ODA, the replacement ODA, and/or any amounts under or pursuant to the BILLBOARD LICENSING AGREEMENT, such as for alleged reduced visibility, revenues, rents, diminution in value due to out of service during construction, and diminution in value because no digital display shall be \$214,009.00 payable as follows: (i) \$103,204.50 to be paid at the Closing; and (ii) the remaining balance of \$107,004.50 payable upon demolition and clearing of the existing ODA from its current location by the date set forth in paragraph 2 above. The parties agree that \$16,409.00 of the total compensation amount set forth in this paragraph 3 above shall be for attorney's fees and costs, payable to of the Trust Account of Dinsmore & Shohl, LLP, 225 E. Robinson Street, Suite 600, Orlando, Florida 32801 and that \$6,500.00 of the total compensation set forth in this paragraph 3 shall be to be payable to FCEN shall be for engineering review and administration fees of the replacement ODA. The compensation to FCEN shall be payable to Florida Central Railroad Company, LLC, PO Box 967, Plymouth, Florida 32768.
4. Closing. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida 32801, or at another location mutually agreeable to the parties simultaneously with the closing of the separate Public Road Crossing License Agreement. The completion of the actions and payments set forth above shall be referred to collectively as the "Closing."

5. Entire Agreement, Modifications. This Agreement together with the Public Road Crossing License Agreement supersedes all previous agreements or representations, either verbal or written, heretofore made between FCEN, RAM, MAC, and the County, with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between FCEN, RAM, MAC, and the County. No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by any party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed by all parties.
6. Special clauses:
 - A. Effective Date: This Agreement shall become effective on the date which FCEN, RAM, MAC, and the County have executed this Agreement, the Public Road Crossing License Agreement and they are both approved by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division as may be appropriate.
 - B. Time of the Essence: The parties acknowledge that time is of the essence with respect to all obligations under this Agreement.
7. Mutual Releases; Survival. Except as otherwise expressly set forth herein, each party for itself and its respective partners, representatives, servants, employees, agents, insurance carriers, shareholders, directors, officers, successors and assigns and all affiliates of each of the foregoing (as such, a "Releasor Party"), hereby releases and forever discharges the other party and its respective partners, representatives, servants, employees, agents, insurance carriers, shareholders, directors, officers, successors, and assigns of the foregoing (as such, a "Released Party") from any and all debts, claims, demands, damages, losses, liabilities, rights, actions, causes of action and expenses of any kind whatsoever, which any Releasor Party ever had, now has or may hereafter have against any Released Party in any manner arising out of or relating to the BILLBOARD LICENSING AGREEMENT, including without limitation claims arising under Florida Statute §70.20. This obligation of the respective parties under this paragraph 7 shall survive the Closing.
8. Indemnification and Hold Harmless; No Waiver Sovereign Immunity. No party to this Agreement or its officers and employees shall by this Agreement be deemed to assume any liability for the acts, omissions, and/or negligence of any other party. Each party shall defend, indemnify and hold the other parties harmless from all claims, damages, actions, losses, suits judgments, fines, liabilities, costs, and expenses arising out of or resulting from the negligent performance of its respective operations under this Agreement. Notwithstanding the foregoing, such indemnification by the County shall be only to the extent provided in Florida Statute § 768.28, as amended from time to time, and no further waiver of sovereign immunity shall be implied thereby. The provisions of this paragraph shall survive the termination of this Agreement.
9. Governing Law, Jurisdiction, Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Florida, without regard to conflict of laws

Project: All American Blvd. - Edgewater Dr.
Railroad Crossing – Mac Media Billboard

principles. Jurisdiction for any disputes concerning this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

Witness for Florida Central Railroad
Company, LLC

FLORIDA CENTRAL RAILROAD
COMPANY, LLC

Signature

By: _____

Printed Name: _____

Printed Name

Its: _____

Date: _____

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Witness for Right Angle Media, Inc.

Signature

Printed Name

RIGHT ANGLE MEDIA, INC.

By: _____

Printed Name: Robert F. Orlando

Its: President

Date: _____

Witness for Mac Media, LLC


Signature

Rhonda McHugh
Printed Name

MAC MEDIA, LLC

By:  _____

Printed Name: Richard McHugh

Its: Managing Partner

Date: 10/22/25

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ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Attest:

Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County
Commissioners

By: Jerry L. Demings
Orange County Mayor/or his Designee

By: _____
Deputy Clerk

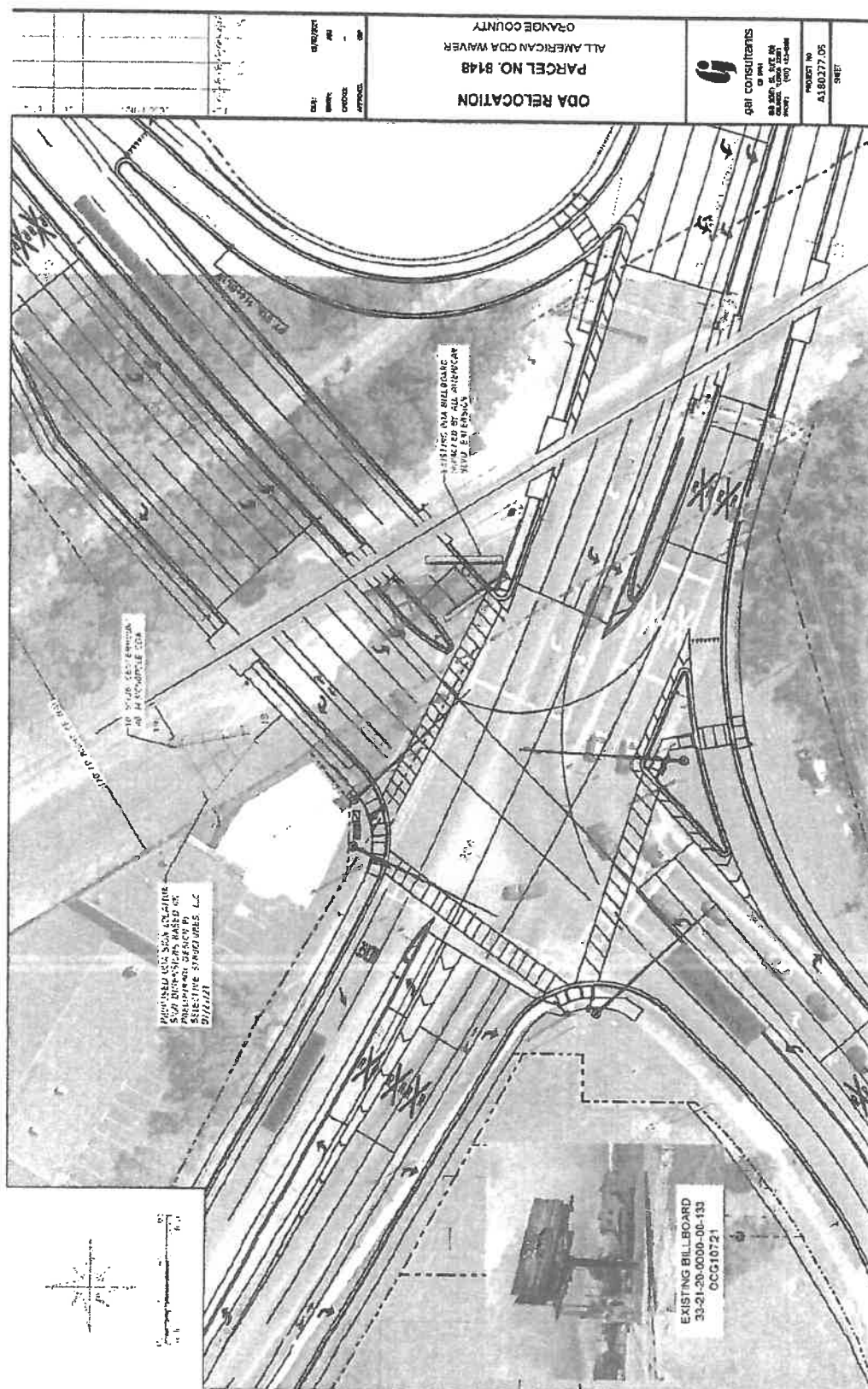
Date: _____

Printed Name: _____

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Exhibit A

**Project: All American Blvd. - Edgewater Dr.
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Project: All American Blvd. - Edgewater Dr.
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Exhibit B

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Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

February 7, 2022

GAI Project No.: A18277.05

Ms. Jennifer Moreau, AICP
Zoning Manager
Orange County Zoning Division
201 So. Rosalind Avenue, First Floor
Orlando, FL 32801

**All American Blvd Extension (CIP No. 3097)
Parcel #33-21-29-0000-00-133
6399 Edgewater Dr.**

Dear Ms. Moreau:

Orange County Public Works is seeking a waiver to allow the relocation of an existing ODA sign from CSX right-of-way to CSX right-of-way as result of the proposed road project. I have attached a site plan showing the existing and proposed ODA sign locations along with the proposed road improvements. The proposed sign location has been reviewed and deemed acceptable to the sign owner (MacMedia) and representatives of the Railroad.

The existing ODA sign in question (OCG10721) located at 6399 Edgewater Drive will be displaced by the proposed All American Boulevard / Edgewater Drive intersection (CIP 3097). The existing ODA sign is located in the existing CSX Railroad right-of-way along the north side of Edgewater Drive opposite the Clarcona-Ocoee Road intersection. Orange County is in the process of acquiring an easement agreement with CSX for the proposed road improvements. As part of this agreement, the parties seek to allow the relocation / reconstruction of the ODA sign to a mutually agreeable location in the existing railroad right-of-way. Final permitting and design of the ODA sign will be accomplished by MacMedia in the future.

The proposed sign will provide generally the same functionality and characteristics as currently exist, and will not increase the level of non-conformity.

	Existing Sign	Proposed Sign
Number of faces	2	2
Sign Face Copy Area	382 sf per face 764 sf total	382 sf per face 764 sf total
Height	40'	40'
Setback from Road R/W	0' 5' from travel lane	±18'
Setback from RR / R/W crossing	130'	100'
Sign Face Construction	Static	Static

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Ms. Moreau
February 7, 2022
A18277.05

I am requesting the following waiver under Article XIII, Section 30-638 of the Orange County Code, which states that managers of departments or their designee, having jurisdiction over land development, signs, and engineering codes, ordinances, and regulations, shall have the authority to grant waivers or exceptions or to seek variances on behalf of owners of property from applicable codes, ordinances, regulations, or resolutions.

1. 31.5-126(o.) – to allow a billboard to be erected on railroad right-of-way.

The granting of the waiver will not result in a condition which adversely affects the health, safety, or welfare of the general public and will not increase the level of non-conformity. Therefore, we believe this is a reasonable request. Please indicate with your signature below if the county will allow the relocation / reconstruction of the billboard on the railroad right-of-way as shown on the attached plan (ODA Relocation Sheet 2 dated 12/29/2021).

Please return your response to me via email at g.platt@gaiconsultants.com at your earliest convenience. If you should have any questions, please feel free to contact me at (321) 319-3178.


Sincerely,

GAI Consultants

Digitally signed
by Greg R. Platt
Date:
2022.02.07
12:48:51-05'00'
Greg R. Platt, P.E.
Engineering Manager

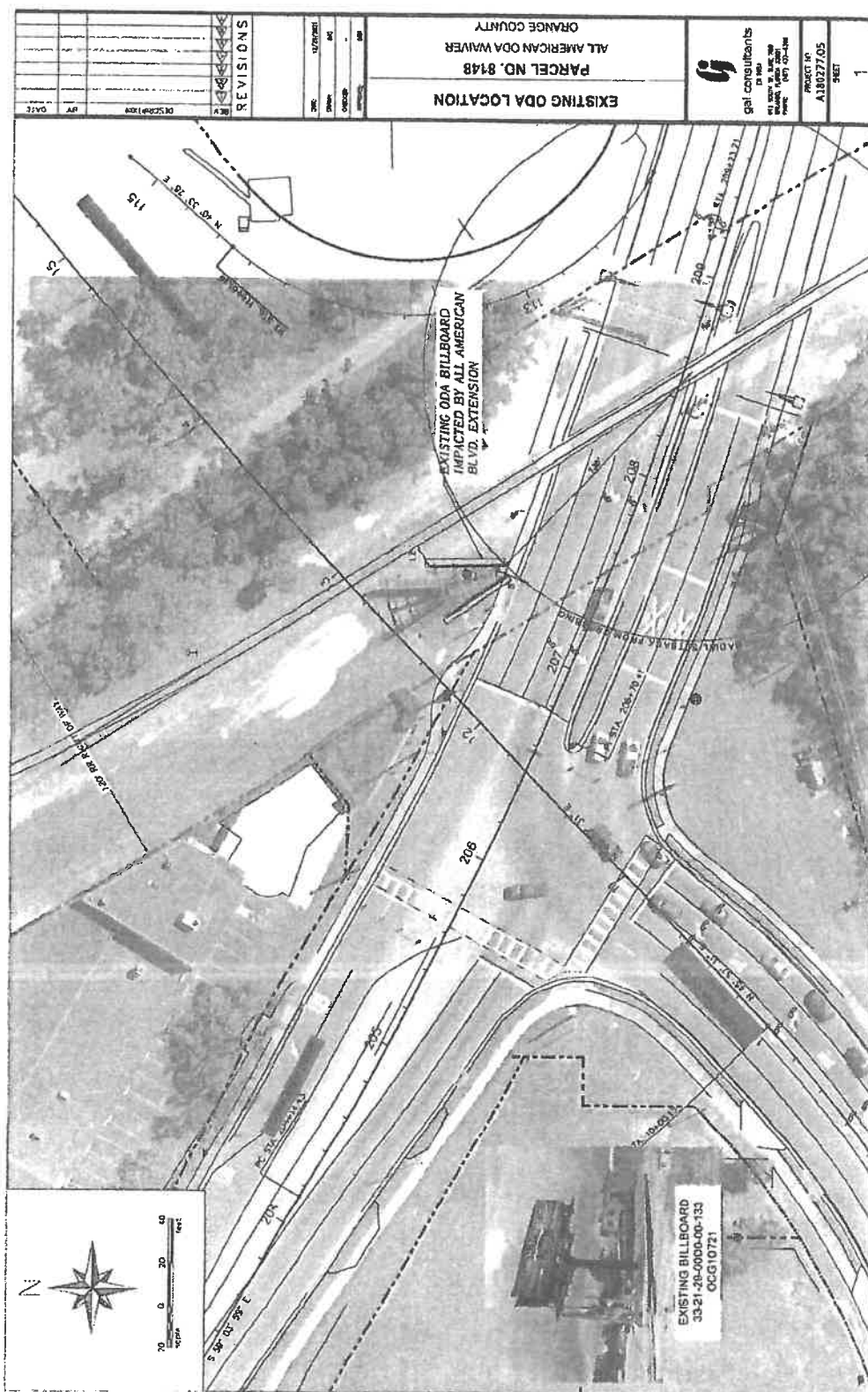
I concur with the waiver:

Signed and Dated:

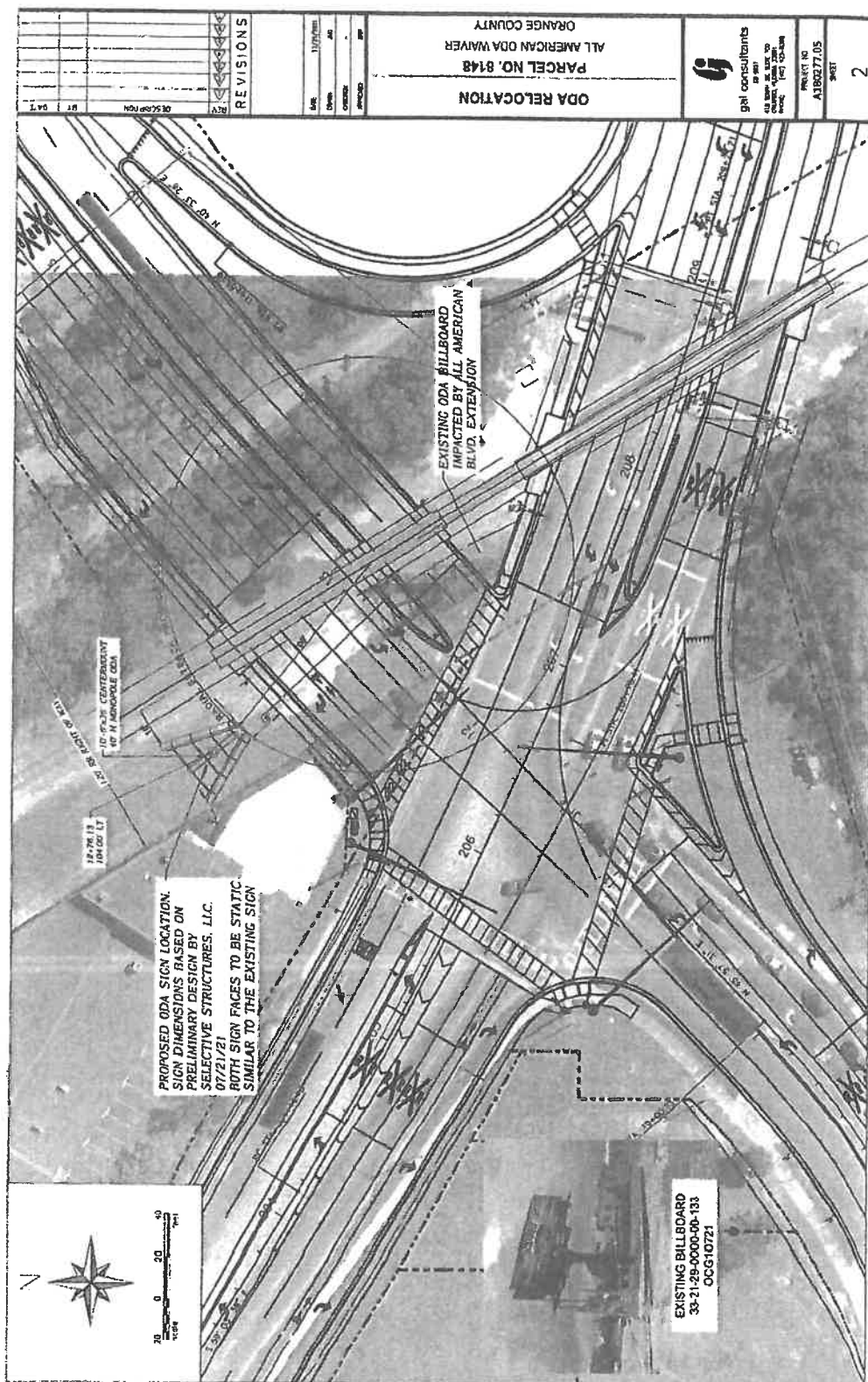

Ms. Jennifer Moreau, Orange County Zoning Manager

gaiconsultants.com

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Schedule C

1. Estimated Construction Start Date March 2026
2. Estimated Date MAC is required to completely demolish/clear existing ODA (120 days after written Notice from Orange County of the Construction Start Date in No. 1). _____
3. Estimated Date Orange County has the right to demolish/clear existing ODA (immediately after expiration of 120 days in No. 2 above, unless otherwise mutually agreed). _____

