



Interoffice Memorandum

**AGENDA ITEM**

November 6, 2020

TO: Mayor Jerry L. Demings  
-AND-  
Board of County Commissioners *JVW*

FROM: Jon V. Weiss, P.E., Director  
Planning, Environmental and Development Services Department

CONTACT PERSON: **Jennifer Moreau, AICP, Manager  
Zoning Division  
(407) 836-5856**

SUBJECT: December 1, 2020 – Consent Item  
Outfront Media LLC Voluntary Billboard Agreement

Under a proposed Voluntary Billboard Agreement, Outfront Media LLC is seeking approval to relocate an existing legal, nonconforming wooden billboard along I-4 to a different location in the near vicinity in exchange for demolishing the existing billboard and demolishing six other legal, nonconforming billboards located elsewhere in the unincorporated area of Orange County.

The property where the existing billboard is located is situated along the east side of Palm Parkway, approximately 1,100 feet northeast of Daryl Carter Parkway, in the unincorporated area of Orange County, Florida.

The need for the relocation is prompted by the recent Florida Department of Transportation acquisition of the parcel of property along I-4 with the existing billboard through the exercise of eminent domain in connection with the I-4 Beyond the Ultimate Project.

The existing billboard to be removed has an overall structure height of 30 feet and face dimensions of 480 square feet per sign face. The other six billboards to be demolished total nine sign faces. The proposed new/relocated billboard would be a two-sided digital faced structure with 672 square feet per sign face on a steel monopole not to exceed 40 ft. in height, and would meet all applicable setback requirements.

**ACTION REQUESTED: Approval and execution of Voluntary Billboard Agreement by and between Orange County, Florida Outfront Media LLC and authorization for County staff to update associated records. Districts 1, 2, 3, 4, and 6.**

JVW/jm  
Attachments

BCC Mtg. Date: December 1, 2020

Prepared by:  
Kent L. Hipp  
Ashley H. Lukis  
GrayRobinson, P.A.  
301 E. Pine St., Ste. 600  
Orlando, Florida 32801

## **VOLUNTARY BILLBOARD AGREEMENT**

**THIS VOLUNTARY BILLBOARD AGREEMENT** ("Agreement") entered into this 1st day of December, 2020, by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., Orlando, Florida 32801 (the "County"), and **Outfront Media LLC**, a Delaware limited liability company authorized to do business in the State of Florida, whose mailing address is 635 W. Michigan Street, Orlando, Florida 32805 ("Outfront").

### **Recitals**

**WHEREAS**, the Florida Department of Transportation ("FDOT") acquired a parcel of property through the exercise of eminent domain, located along the east side of Palm Parkway, approximately 1,100 feet northeast of Daryl Carter Parkway in the unincorporated area of Orange County, Florida, and identified by FDOT as Parcel 110 in connection with the SR 400/I-4 Ultimate Project (the "Property");

**WHEREAS**, Outfront currently owns and operates a billboard located on the Property adjacent to SR 400/I-4, bearing FDOT tag numbers BS382 and BS383 (the "Subject Billboard"), which is a legal nonconforming two-sided wooden sign with an overall structure height of 30 feet and face dimensions of 480 square feet per sign face;

**WHEREAS**, a photograph and legal description of the Subject Billboard is attached as **Composite Exhibit "A"**;

**WHEREAS**, Outfront approached the County seeking to relocate and reconfigure the Subject Billboard at a different location on the Property;

**WHEREAS**, Outfront wishes to relocate and reconfigure the Subject Billboard, at the place of relocation, as a double-faced steel monopole digital billboard with face dimensions of 14 feet by 48 feet per sign face and an overall structure height of 40 feet ("Replacement Billboard"), the proposed approximate location of which is illustrated in **Exhibit "B"**;

**WHEREAS**, the Property on which the Subject Billboard is currently located, and where the Replacement Billboard would be reconfigured, is zoned by the County as Planned Development with a land use code of Vacant Commercial, and a comprehensive plan future land use map designation of Activity Center Mixed Use;

**WHEREAS**, Outfront owns and operates six nonconforming billboards located in the unincorporated area of Orange County, totaling nine billboard faces, identified by Orange County

permit numbers OCG10620, OCG10615, OCG10685, OCG10693, OCG10626, and OCG10600 (collectively, the "Swap Billboards"), as set forth in Exhibit "C," that Outfront is voluntarily willing to cease operating, demolish, and remove, and that cannot be replaced thereafter at the same parcel, in order to effectuate the relocation and reconfiguration of the Subject Billboard to the Replacement Billboard;

**WHEREAS**, the reconfiguration of the Replacement Billboard and the voluntary demolition and removal of the Swap Billboards would result in a net reduction of the total number of sign faces operated by Outfront in the County;

**WHEREAS**, Outfront's relocation of the Subject Billboard and reconfiguration as the Replacement Billboard would avoid the substantial cost to FDOT of purchasing and removing the Subject Billboard through the exercise of eminent domain, and would generate income to FDOT, as the owner of the Property, through lease payments from Outfront as the owner and operator of the Replacement Billboard;

**WHEREAS**, under Section 70.20, Florida Statutes, it is the policy of the State of Florida to encourage the relocation and reconstruction of legal signs to allow counties, municipalities, and other governmental entities, including the FDOT, to undertake public projects and to accomplish the public goals of protecting, improving and ensuring highway safety, views, aesthetics and business/investment, without the unnecessary expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication;

**WHEREAS**, also pursuant to Section 70.20, Florida Statutes, counties, municipalities, and other governmental entities are encouraged to enter into relocation and reconstruction agreements with owners of lawfully erected signs;

**WHEREAS**, also, it is the policy of the County to reduce the cost of acquisition of property needed for public improvements and projects;

**WHEREAS**, the FDOT, as the owner of the Property upon which the Subject Billboard is located and where the Replacement Board will be relocated and reconfigured, has agreed to allow the Replacement Billboard to be lawfully relocated and reconfigured adjacent to SR 400/I-4 as contemplated in this Agreement, as evidenced by the Purchase Agreement attached as Exhibit "D";

**WHEREAS**, any static or digital off-premises signs, including the Replacement Billboard, are subject to the County's regulations for such signs, including but not limited to Chapter 31.5 of the Orange County Code of Ordinances ("County Code");

**WHEREAS**, pursuant to the Orange County Charter ("County Charter") and the County Code, the Board of County Commissioners of Orange County, Florida (the "Board"), is authorized to enter into Agreements consistent with the County Code;

**WHEREAS**, the Board determines this Agreement advances the policy of the State of Florida and is consistent with the County Code;

**WHEREAS**, the Board hereby authorizes this Agreement be executed and that all officials, employees and attorneys of or for the Board are authorized to prepare, sign, execute, serve,

publish and file for and in the name of the County and the Board all necessary papers, affidavits, pleadings, motions, permits, and documents in connection with the execution of the Agreement and are further authorized to perform all obligations including without limitation to execute all building permits and authorizations needed to relocate and construct the Replacement Billboard;

**WHEREAS**, this Agreement is voluntarily entered into by Outfront, at its request, and was not required, compelled or otherwise induced by the County; and

**WHEREAS**, the parties hereto desire to memorialize their agreement in this consensual Agreement.

### WITNESSETH

**NOW, THEREFORE**, in consideration of the mutual covenants herein described, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into the substantive body of this Agreement.
2. Installation of Replacement Billboard. The County hereby agrees that Outfront may remove the Subject Billboard and reconfigure the Replacement Billboard, subject to the terms of this Agreement. The Replacement Billboard will have not more than two (2) faces, each of which shall be permitted to include a digital display as permitted by the County Code and applicable law. The Replacement Billboard shall be constructed on the Property adjacent to SR 400/I-4, and in accordance with this Agreement, the County Code, and Florida and Federal law.
3. Definitions. For the purposes of this Agreement, certain terms or words used herein shall be interpreted as follows
  - a. "Subject Billboard" shall mean the existing billboard consisting of two (2) faces owned by Outfront at the Property as of the date of this Agreement to be voluntarily demolished and removed by Outfront in order to erect the Replacement Billboard.
  - b. "Replacement Billboard" shall mean the new digital billboard to be relocated and reconfigured at the Property.
  - c. "Swap Billboards" shall mean the six nonconforming billboards identified in **Exhibit "C"** to be voluntarily demolished and removed by Outfront.
  - d. "Current" shall mean as of the effective date of this Agreement.
4. Relocation and Replacement of Subject Billboard with Replacement Billboard. Outfront shall obtain any and all permits necessary for construction of the Replacement Board on a portion of the Property that is deemed by the FDOT to not be part of the FDOT right-of-way, and comply with any and all applicable building codes. Subject to the issuance of all required FDOT permits for the Replacement Billboard, and the submission of a complete, acceptable application described in **Exhibit "E"** to the County for a County permit, the County shall issue within 30 days a permit for the construction of the Replacement Billboard at the Property, and Outfront may begin construction

thereafter at the approximate location identified in **Exhibit "B,"** and in accordance with the specifications described in this Agreement. However, before the County Building Official issues a certificate of completion for the Replacement Billboard or authorizes connection of the Replacement Billboard to any temporary or permanent power source either of which is necessary for the Replacement Billboard to operate, Outfront must have demolished and removed the existing Subject Billboard and all six Swap Billboards, at Outfront's sole cost and expense. Outfront shall be permitted to initiate construction of the Replacement Billboard as soon as practicable upon Outfront's receipt of the 1) the County's issuance of a permit for the Replacement Billboard, and 2) the issuance of the FDOT permit for the Replacement Billboard, subject to any delays or timing restrictions imposed by FDOT as a result of FDOT's construction on the Property. Construction of the Replacement Billboard shall occur strictly in compliance with the Replacement Billboard specifications, the permit issued by the County, the permit to be issued by FDOT, this Agreement, and any and all applicable laws, codes, rules and regulations.

The Replacement Billboard shall comply with the terms of Florida law and shall be deemed a legal, nonconforming sign under the County Code.

In the event the Replacement Billboard is damaged in the future by any cause or means, repair of the Replacement Billboard in the same location, configuration and size and all the same specifications as were in place at the time of the damage shall be permitted by the County, subject to the current nonconforming sign requirements in the County Code, including the requirements in Section 31.5-7 and Section 38-53(c). In such an event, Outfront will obtain any and all permits necessary for the repair of the Replacement Billboard and comply with any and all applicable building codes.

5. No Warranties. Other than the County's issuance of a permit for construction of the Replacement Billboard, the County makes no warranties or representations as to the regulatory approvals of any other governmental entity with jurisdiction, including but not limited to the FDOT.

6. Digital Face Construction and Performance Standards. Outfront agrees that the Replacement Billboard, including any digital sign face and sign, shall be constructed in accordance with the following requirements:

(A) Two sign faces having dimensions of 14 feet by 48 feet square feet each, with specifications as set forth herein, at the proposed approximate location illustrated in **Exhibit "B."**

(B) The sign shall not exceed an overall height of 40 feet from site grade.

(C) The sign shall have a steel monopole support.

(D) The sign shall be constructed to comply with current County and State setback requirements, including no closer than 50 feet from the nearest edge of the right-of-way of SR 400/I-4, unless otherwise agreed to or waived by the County or the State.

(E) The sign shall meet all FDOT and County outdoor advertising sign separation requirements at the time of construction of the sign.

(F) The digital/changeable message sign face shall not contain the following: (i) movement, or the appearance or optical illusion of movement, (ii) movement of any part of the sign

structure, or (iii) any flashing, scrolling, or other movement or appearance of movement of any illumination on the sign face.

(G) The sign shall not be illuminated in such a manner so as to cause glare or to impair the vision of motorists or otherwise distract motorists so as to interfere with motorists' ability to safely operate their vehicles. The sign shall not be of such intensity or brilliance that it interferes with the effectiveness of an official traffic sign, device or signal. Otherwise, the sign shall comply with the lighting requirements of the State of Florida, including Chapter 479, Florida Statutes, and Rule 14-10, Florida Administrative Code, and the current requirements of Section 31.5-16(c) and Section 31.5-126 of the County Code.

(H) The sign shall not have any embellishments.

(I) The sign shall otherwise comply with the current requirements of Section 31.5-16 ("Changeable copy signs") and Section 31.5-126 of the County Code.

(J) The sign and the digital/changeable message sign face shall otherwise comply with Chapter 479, Florida Statutes, and Chapter 14-10 of the Florida Administrative Code, and specifically the current requirements of Rule 14-10.004, F.A.C., related to digital/changeable displays.

7. Removal of Swap Billboards and Subject Billboard. Prior to the County Building Official's issuance of a certificate of completion for the Replacement Billboard or authorization to connect the Replacement Billboard to any temporary or permanent power source, either of which is necessary for the Replacement Billboard to operate, Outfront shall have demolished and removed the Swap Billboards and the Subject Billboard at its sole cost and expense and without any compensation from the County. The Replacement Billboard shall not be utilized or operated in any manner or for any purpose prior to the issuance of a certificate of completion. Moreover, Outfront shall neither request nor accept a certificate of completion or connection to a power source for the Replacement Billboard until the Swap Billboards and the Subject Billboards have been demolished and removed. Demolition and removal shall include the complete and permanent removal of each such sign structure to grade, as well as reasonable restoration of the site consistent with any and all applicable laws, codes, rules and regulations. Upon the completion of the removal of the Swap Billboards and the Subject Billboard, Outfront shall notify the County in writing.

Upon the demolition and removal of the Swap Billboards, neither Outfront nor any subsidiary or affiliate of Outfront shall replace any of the removed Swap Billboards, or attempt to replace any of them, at the subject parcels. Outfront, for itself and any subsidiary or affiliate, hereby voluntarily waives any right or privilege to apply for any permits to replace any of the Swap Billboards at the subject parcels.

8. Indemnification. Outfront agrees to release, indemnify, and hold the County harmless from and against any and all claims, causes of action, damages, and liability, including attorneys' fees, experts' fees and costs, at trial and on appeal, that may arise under this Agreement, including due to any negligent act or omission or intentional misconduct of Outfront. Nothing herein shall inure to the benefit of any third party to allow a claim otherwise barred by sovereign immunity or other operation of law. Outfront acknowledges that its execution of this Agreement is a voluntary act performed at its request and that the County has not offered any inducements and has not made any representations, promises, or threats to cause Outfront to enter into this Agreement. The County shall notify Outfront of any legal action filed against the County within 10 days after receiving notice of same. Outfront

shall have the right to select legal counsel, but the County shall have the right to approve such counsel, which shall not be unreasonably withheld. If the County fails to timely notify Outfront, fails to cooperate in the defense of the action, or fails to reasonably approve counsel selected by Outfront, then Outfront shall thereafter not be responsible for the County's defense or payment of any legal fees or costs associated with such action.

9. No County Responsibility for the Replacement Board. Outfront acknowledges and agrees that Outfront shall be solely responsible for the design, construction, operation, and maintenance of the Replacement Billboard and that the County shall have no responsibility for such design, construction, operation, or maintenance. Furthermore, Outfront acknowledges and agrees that the County has no control over and bears no responsibility for the content of any advertising or messages that may appear on the Replacement Billboard, with the exception of the Public Service Announcement messages described in Paragraph 10.

10. Public Service Announcements. Outfront agrees to work with the County to display Public Service Announcement ("PSA") messages on each face of the Replacement Billboard; provided that the Replacement Billboard is constructed as a digital/changeable face sign. Unless otherwise agreed upon by the parties, Outfront's obligation to display PSAs will be on an unsold, space available basis. The content of each PSA will be prepared or supplied by the County. The County will be responsible for the cost of preparing the content of each PSA. Outfront will retain the option of displaying additional PSAs on behalf of the County, upon agreement of the parties.

Outfront agrees to display PSAs on the Replacement Billboard in the following manner:

(A) Outfront will make the Replacement Billboard available for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), when it is determined, pursuant to guidelines and procedures already in place between the FDLE and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" would provide information to the traveling public that could be instrumental in assisting authorities in resolving an abduction;

(B) Outfront will cooperate with the Federal Bureau of Investigation ("FBI") to deliver important messaging in certain critical situations. The FBI Digital Billboard Alert Network ("DBAN") was created to allow the FBI to notify digital billboard operators when a wanted suspect is believed to be in a certain geographic area. The DBAN allows the FBI to upload photos and case information that is automatically entered into pre-approved FBI digital billboard templates and distributed to outdoor advertising companies. During most DBAN messaging periods, a "9th slot" is inserted in the normal advertising rotation to provide the FBI fugitive message;

(C) During unsold periods, Outfront will provide digital advertising space at no cost to qualifying local non-profit organizations ("NPO"), provided that to qualify, the NPO must be nonpolitical, non-religious, and have a 501c(3) non-profit structure;

(D) During unsold periods, Outfront will provide digital advertising space at no cost to the County to promote County messaging, events or other County-sponsored or related activities;

(E) The County must request the usage of the digital advertising space on the Replacement Billboard in advance of its upcoming events in order for Outfront to determine if there is unsold space available for the County to utilize the display.

11. Reservation of Rights. Outfront reserves the option, to be exercised in its sole discretion, to relocate and reconstruct the Replacement Billboard as a two-sided static face sign, rather than a digital changeable face sign, with the same specifications described in subparagraphs 6(A),(B), (D), (E), (H), and (I), and upon reasonable notice to the County before commencing construction. The requirements of Paragraph 10 shall not apply if Outfront elects to construct the Replacement Billboard as a static face sign instead of as a digital changeable face sign.

12. Default. A default by any party under this Agreement shall entitle the other party to all remedies available at law or in equity, which remedies shall include the right to injunctive relief and specific performance. In the event of any litigation regarding this Agreement or any matter contemplated herein, each party in such litigation shall be responsible for its own attorneys' fees and costs, whether incurred during negotiations, preparation, at trial, or upon appeal and shall not recover from the opposing party.

13. Consideration. The County and Outfront affirm that the only consideration for executing this Agreement is that stated herein and that no other promise or agreement of any kind, oral or written, has been made to or with them by any person or entity.

14. Effect of This Agreement on Prior Agreements and Method of Amendment. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the parties, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between the parties. No additions, alterations or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

15. Laws of Florida to Govern Venue. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be Orange County, Florida.

16. Warranty of Authority to Execute Agreement. Each of the parties hereto has received all necessary approvals to enter into this Agreement and to perform their respective obligations hereunder. The person executing this Agreement on behalf of each party has the authority to bind the party to the terms and provisions of this Agreement.

17. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of alleged sole authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

18. Recording of Agreement. A copy of this Agreement may be recorded by either party, in the Public Records of Orange County, Florida, upon taking effect.



19. Disclaimer of Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their successors, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right remedy or claim under or by reason of this Agreement or any conditions hereof. All of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns, and no other person or entity shall have any rights of action hereunder.

20. Transfer. Outfront agrees not to transfer or otherwise convey any ownership or other interest in any sign face or sign structure listed in this Agreement without obtaining the County's express approval, which approval shall not be unreasonably withheld, as a condition of transfer. Thus, Outfront agrees that any transfer without the County's express approval shall be deemed null and void and of no legal force or effect. Upon the County's approval of a transfer (if at all), the transferee shall execute an agreement with the County to be bound by the terms and conditions of this Agreement, which agreement shall be substantially in the same form as **Exhibit "F"** ("Form Transfer Agreement").

21. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

22. Waiver. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereto nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

23. Exhibits. The exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

24. Public Records Law. Outfront acknowledges that this Agreement and certain information related to this Agreement is subject to Florida's Public Records laws, including Chapter 119, Florida Statutes.

25. State and Federal Law. Any digital sign constructed and maintained pursuant to this Agreement shall comply with all applicable state and federal regulations. If any state or federal regulations are enacted related to safety or operational standards that are more stringent than the requirements of the County Code and this Agreement, the digital sign, whether or not already constructed, shall comply with such state or federal regulations.

26. Voluntary Agreement. Outfront has entered into this Agreement freely and voluntarily due to Outfront's desire to erect the Replacement Billboard, and not due to any type or form of coercion or compulsion by the County.

27. Notice. Any notice to be given shall be in writing and shall be sent by hand delivery certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the following addresses:

As to the County: Orange County Mayor  
201 S. Rosalind Ave.  
Orlando, Florida 32801

Copy to: County Attorney  
Orange County, Florida  
201 S. Rosalind Ave.  
Orlando, Florida 32801

As to Outfront: Outfront Media LLC  
Attention: Real Estate  
635 W. Michigan Street  
Orlando, Florida 32805

Copy to: Kent L. Hipp, Esq.  
GrayRobinson, P.A.  
301 E. Pine St., Suite 1400  
Orlando, Florida 32801

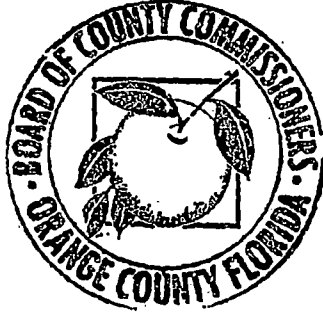
28. Effective Date. This Agreement shall become effective as of the date of full and complete execution by the parties hereto.

*[Signatures to follow]*

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

"COUNTY"  
Orange County, Florida

By: Board of County Commissioners



By: *Jerry L. Demings*  
for Jerry L. Demings, County Mayor

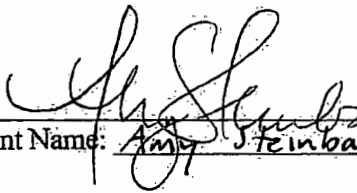
Date: December 1, 2020

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

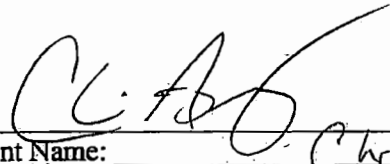
By: *Kate Smith*  
Deputy Clerk

Signed in the presence of two witnesses:

“OUTFRONT”  
Outfront Media LLC  
a Delaware limited liability company

  
Print Name: Amy Steinbacher

By:   
Print Name: CHRIS STEINBACHER  
Its: E.V.P REAL ESTATE

  
Print Name: Chris Ashley

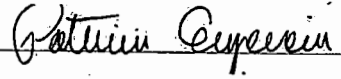
**CORPORATE ACKNOWLEDGMENT**

STATE OF New York

COUNTY OF Queens

The foregoing instrument was acknowledged before me this 10th of day of November, 2020, by Chris, as the EVP, of OUTFRONT MEDIA LLC, on behalf of Outfront.

Steinbacher      Real  
                         Estate

  
Notary Public  
Print Name: Patricia F. Engracia  
My commission expires: \_\_\_\_\_

Patricia F. Engracia  
Notary Public, State of New York  
No. 01EN6318380  
Qualified in Queens County  
Commission Expires January 26, 2023

**Composite Exhibit "A"**

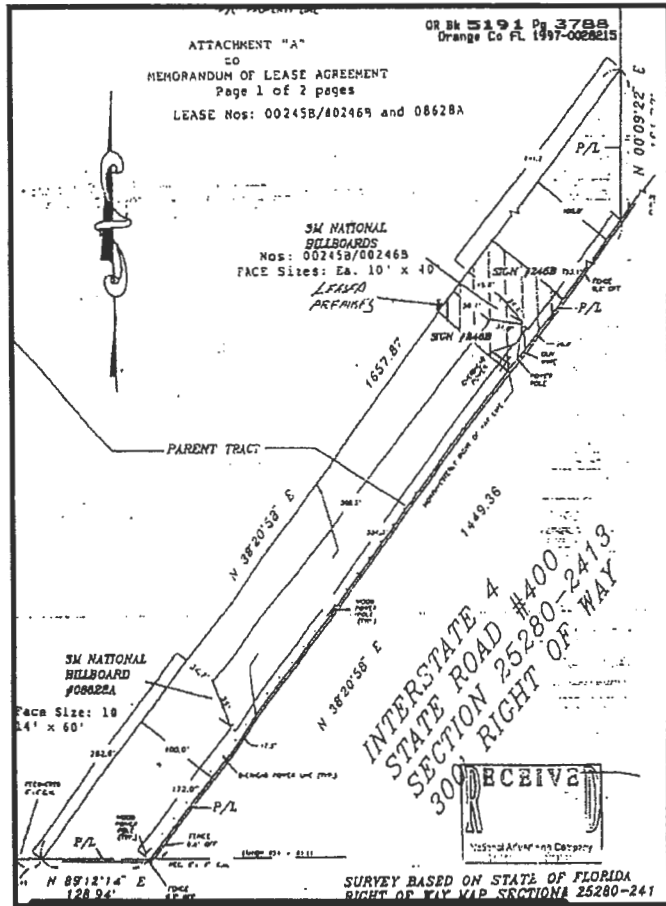
**[Subject Billboard]**

Parcel: 110-billboard  
Project: SR 400  
County: Orange

**IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION: (Continued)**

**Legal Description:**

100' x 100' billboard sign easement per OR Book 5191, Page 3786.



Parcel: 110-billboard  
Project: SR 400  
County: Orange



(1) View of the subject advertising panel BS383 looking south.  
Photograph Taken on October 8, 2019 by Glen Spivey



(2) View of subject advertising panel BS382 looking north.  
Photograph Taken on October 8, 2019 by Glen Spivey

Parcel: 110-billboard  
Project: SR 400  
County: Orange

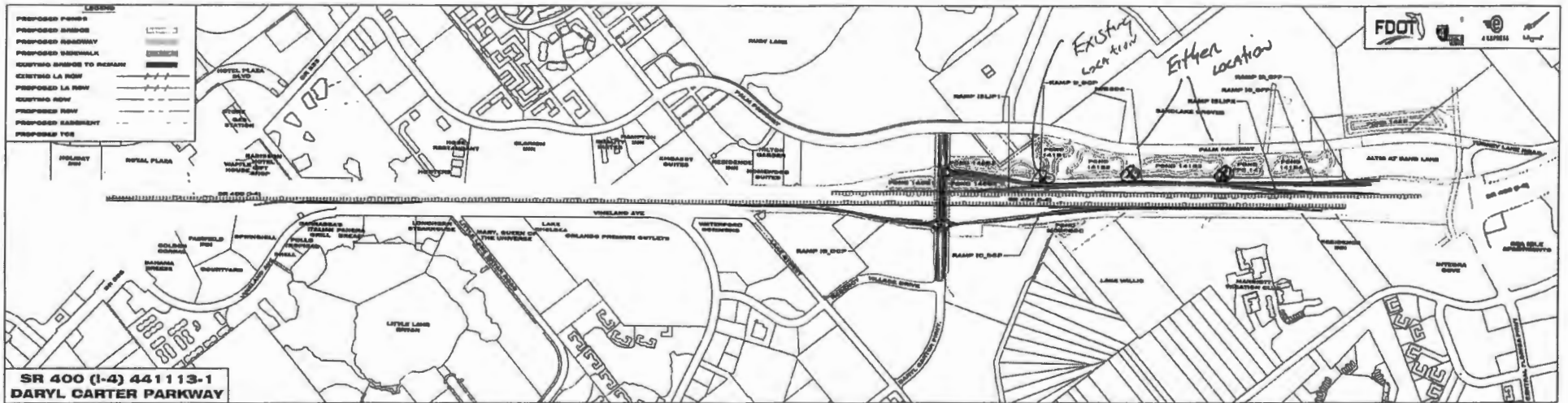
## AERIAL OF SUBJECT





**Exhibit "B"**

**[Replacement Billboard Proposed Location]**



**Exhibit "C"**

**Swap Boards  
Orange County Permit Numbers**

1. OCG10620
2. OCG10615
3. OCG10685
4. OCG10693
5. OCG10626
6. OCG10600

**Exhibit "D"**

**[FDOT Purchase Agreement]**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PURCHASE AGREEMENT**

ITEM SEGMENT NO.: 2424848 (4411131)  
DISTRICT: 05  
FEDERAL PROJECT NO.: N/A  
STATE ROAD NO.: 400 (I-4)  
COUNTY: Orange  
PARCEL NO.: 110.4 (1110.4)

**Seller:** Outfront Media, LLC, a Delaware limited liability company

**Buyer:** State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property:**

- (a) **Estate Being Purchased:**  Fee Simple  Permanent Easement  Temporary Easement  Leasehold
- (b) **Real Property Described As:** any interest in Parcel 110, Orange County, Florida.
- 
- (c) **Personal Property:** N/A
- 
- (d) **Outdoor Advertising Structure(s) Permit Number(s):** BS382 and BS383

**Buildings, Structures, Fixtures and Other Improvements Owned By Others:** Billboard owned by Outfront Media, LLC. Tag permit #'s BS382 and BS383

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

**II. PURCHASE PRICE**

(a) <b>Real Property</b>	Land	1. \$	KH	DS DE
	Improvements	2. \$	<del>4,024,300.00</del>	1,475,000.00
	Real Estate Damages (Severance/Cost-to-Cure)	3. \$	KH	DS DE
	<b>Total Real Property</b>	4. \$	<del>4,024,300.00</del>	1,475,000.00
(b) <b>Total Personal Property</b>		5. \$	KH	DS DE
(c) <b>Fees and Costs</b>	Attorney Fees	6. \$	133,425.00	DS DE
	Appraiser Fees	7. \$		
	_____ Fee(s)	8. \$	KH	DS DE
	<b>Total Fees and Costs</b>	9. \$	133,425.00	
(d) <b>Total Business Damages</b>		10. \$		
(e) <b>Total of Other Costs</b>		11. \$	KH	DS DE
	List: _____			
<b>Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)</b>		<b>\$</b>	<del>4,454,725.00</del>	DS 1,608,425.00
<b>Total Global Settlement Amount</b>			KH	DS DE
(f)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing	\$	224,925.00	
(g)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____	\$		

**III. Conditions and Limitations**

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: See attached addendum <sup>DS</sup>  
KH <sup>DS</sup>  
DE

---

- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

**IV. Closing Date**

The closing will occur no later than 60 days after Final Agency Acceptance.

**V. Typewritten or Handwritten Provisions**

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page ~~5-15~~ made a part of this agreement.
- There is not an addendum to this agreement.

<sup>DS</sup>  
KH      <sup>DS</sup>  
DE

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

**Seller(s)**  
DocuSigned by:  
Kent Hipp 6/19/2020 | 12:58 PM EDT  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Kent Hipp  
Type or Print Name  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Type or Print Name \_\_\_\_\_

**Buyer**  
State of Florida Department of Transportation  
DocuSigned by:  
BY: Jack Adkins 6/23/2020 | 8:41 AM EDT  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
C. Jack Adkins District Right of Way Manag  
Type or Print Name and Title \_\_\_\_\_

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this 7/22/2020 | 1:27 PM EDT  
day of \_\_\_\_\_, \_\_\_\_\_.  
BY: Jack Adkins C. Jack Adkins District Right of Way Manag  
Signature \_\_\_\_\_ Type or Print Name and Title \_\_\_\_\_

Legal Review: Daniel McDermott 6/23/2020 | 8:34 AM EDT  
daniel mcdermott Senior Attorney Date \_\_\_\_\_  
Type or Print Name and Title \_\_\_\_\_

### ADDITIONAL SIGNATURES

SELLER(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

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Signature Date

\_\_\_\_\_  
Type or Print Name



**ADDENDUM TO PURCHASE AGREEMENT  
BETWEEN  
OUTFRONT MEDIA, LLC, AS SELLER  
AND  
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, AS BUYER  
2424848(4411131) SR400 (I-4) Orange County Parcel 110.4 (1110.4)**

The following terms and provisions shall be made a part of the Purchase Agreement (the "Agreement") entered into by Buyer and Seller as of the below written date.

1. Buyer and Seller have agreed to compensation for the taking of Seller's billboard in the amount of \$1,475,000 plus payment of statutory attorney's fees of \$133,425. These amounts are for all claims for the taking of Parcel 110 including all claims for compensation, business damages (if any) and for all attorney's fees, expert fees and costs. The \$1,475,000 compensation shall be paid only if Seller's billboard cannot be relocated and re-configured as described below.

2. Buyer and Seller agree at closing the FDOT will provide a state warrant in the amount of \$224,925 which shall be comprised of \$91,500 as compensation to Outfront for the relocation of the Billboard plus \$133,425 to Seller's legal counsel Gray Robinson, P.A. for statutory attorney's fees. The State Warrant shall be made payable to the GrayRobinson P.A. Trust Account (FEIN 59-1300132). The amounts paid at closing can be immediately disbursed to Seller and Seller's counsel – GrayRobinson P.A.

3. Buyer and Seller agree that Seller will attempt to relocate and reconfigure the Outfront Billboard from its current location to a location on the FDOT's remaining adjacent property FDOT acquired for its proposed I-4 improvement project. The new location must not interfere with FDOT's proposed use of the property, and Buyer agrees to work cooperatively and expeditiously with Seller to issue any and all permits and approvals necessary for the relocation and reconfiguration.

4. Seller's Billboard shall be allowed to remain at its current location until March 29, 2021, one month prior to Buyer's Clear Date. Buyer's Clear Date is defined as the date by which FDOT will need the Billboard to be removed in order to begin construction. Buyer's Clear Date is April 29, 2021. During this time, seller shall not be required to pay rent. If billboard structure is not removed by March 29, 2021, the billboard will be deemed abandoned and subject to immediate removal by FDOT without further notice. The date for removal of the billboard can be extended upon mutual agreement of the parties confirmed in writing with email confirmation being sufficient.

5. If the parties are able to effectuate the relocation and re-construction of the Billboard, Buyer shall only be required to pay the amounts paid at closing detailed in paragraph 2 above.

6. If the parties are able to effectuate a relocation and re-construction of the board, the parties will enter a new lease containing the following terms:

a. 20-year term – automatically renewable unless either party gives 6 months' notice prior to the end of the 20-year term;

b. Annual base rent of \$120,000 or 50% of the billboard's gross revenue, whichever is greater (Minimum Guaranteed amount over the 20-year term is \$2,400,000);

c. If at any point in time Outfront can have the Billboard converted to a digital Billboard, the Annual base rent shall be \$150,000 (Minimum Guaranteed Amount over the 20-year term is \$3,000,000) with a percentage rent of 25%.

7. At any time, Seller may unilaterally decide to abandon the relocation and re-construction effort and give notice to the Buyer of the same. Thereafter, Buyer shall immediately pay to Seller a final payment in the amount of \$1,383,500 (\$1,475,000 - \$91,500 previously paid) by delivering the funds to Seller's counsel made payable to the GrayRobinson P.A. Trust Account c/o Kent L. Hipp, Esquire, 301 East Pine Street, Suite 1400, Orlando, Florida 32801. Upon receipt of said funds Seller's counsel shall deliver Seller's Billboard Tags (BS382 and BS383) to Buyer.

8. If the Billboard cannot be relocated and reconfigured, Outfront may remove any or all of the existing billboard structure and appurtenances at its option prior to March 29, 2021 unless said date is extended by mutual agreement in writing.

9. Upon removal of the billboard structure, Seller agrees to submit permit cancellation certification form #575-070-12, attached as Exhibit A, and billboard permit tags (BS382 and BS383) to the Florida Department of Transportation (as instructed on Exhibit A).

10. The Seller represents and agrees the Buyer will be held harmless as to any and all liability for loss or damages incurred in connection with the acquired billboards for the duration of the extended possession.

11. Seller hereby consents to the filing of an eminent domain case to take the property which is the subject matter of this agreement for the purpose of establishing a date for an order of taking that will be available to the Buyer in case the sale under this agreement does not close. Buyer agrees to not proceed with an order of taking in that suit unless this sale fails to close under the terms of this agreement. Seller hereby waives and releases Buyer from the condition of completion of good faith negotiations in connection with that suit and waives any defense in that suit that relates to or arises out of this agreement or the negotiations that led to the signing of this agreement.

12. The terms of this Agreement shall survive closing.

State warrant in the amount of \$224,925 payable to GrayRobinson, P.A. Trust Account.

**IN WITNESS WHEREOF**, the undersigned have executed this Addendum as of the below written date.

**SELLER:**  
**OUTFRONT MEDIA, LLC**

DocuSigned by:  
By: *Kent Hipp*  
Name: 488166C37D147P.  
Date: 6/19/2020 | 12:58 PM EDT

**BUYER:**  
**STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION**

DocuSigned by:  
By: *Jack Adkins*  
Name: 1752524FC38745. Adkins  
Date: 6/23/2020 | 8:41 AM EDT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OUTDOOR ADVERTISING PERMIT CANCELLATION  
 CERTIFICATION**

**INSTRUCTIONS (Please type or fill out in ink):**

1. USE ONE (1) CANCELLATION CERTIFICATION FOR EACH SIGN LOCATION [MAXIMUM OF TWO (2) PERMITS].
2. NOTE: THE NAME, ADDRESS AND ACCOUNT NUMBER MUST BE THE SAME AS THE NAME, ADDRESS AND ACCOUNT NUMBER OF RECORD. THE ADDRESS OF RECORD WILL BE CHANGED IF "YES" IS CHECKED.
3. PERMIT OR PERMIT TAG NUMBERS MUST BE FILLED IN. THE DEPARTMENT WILL NOT COMPLETE THIS SECTION OF THE FORM FOR YOU. AN ORIGINAL SIGNATURE IN PART 2 IS REQUIRED.
4. INDICATE DATE OF REMOVAL AND STATUS OF EACH PERMIT TAG. PURSUANT TO SECTION 479.07, FLORIDA STATUTES, PERMIT TAGS WHICH ARE NOT RENEWED OR RETURNED TO THE DEPARTMENT MUST BE ACCOUNTED FOR IN WRITING.
5. THIS FORM IS NOT TO BE USED TO REQUEST REPLACEMENT PERMIT TAGS.
6. INCOMPLETE OR INCORRECT FORMS WILL BE RETURNED. THE DEPARTMENT WILL NOT MAKE CHANGES TO THIS FORM.
7. RETURN COMPLETED APPLICATION TO: FLORIDA DEPARTMENT OF TRANSPORTATION  
 STATE OUTDOOR ADVERTISING CONTROL OFFICE  
 605 SUWANNEE STREET, MAIL STATION 22  
 TALLAHASSEE, FL 32399-0450  
 For assistance in completing this form, please call (850) 414-4601

ACCOUNT NAME:	ACCOUNT NUMBER:
ADDRESS OF RECORD: (Is this a change of address? <input type="checkbox"/> Yes <input type="checkbox"/> No)	
CITY	STATE:                      ZipCode:
TELEPHONE NUMBER:	
IS/ARE PERMIT(S) BEING CONDITIONALLY CANCELLED AS A REQUIREMENT FOR ISSUANCE OF A NEW PERMIT? <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, THIS CANCELLATION CERTIFICATION SHOULD BE SUBMITTED TO THE ADDRESS ABOVE WITH YOUR PERMIT APPLICATION. IF THE APPLICATION IS DENIED, THE REFERENCED PERMITS WILL NOT BE CANCELLED.	

**LOCATION/STATUS INFORMATION.** IN THE SPACES PROVIDED, PLEASE INDICATE THE COUNTY AND THE NAME AND NUMBER OF THE HIGHWAY TO WHICH THE SIGN IS PERMITTED, THE PERMIT OR PERMIT TAG NUMBER(S) TO BE CANCELLED, AND THE STATUS OF THE PERMIT TAG(S), AND THE DATE THE SIGN WAS OR WILL BE REMOVED.

COUNTY:	HIGHWAY NAME AND NUMBER:	PERMIT OR PERMIT TAG NUMBER TO CANCEL:
STATUS OF PERMIT TAG: <input type="checkbox"/> ENCLOSED <input type="checkbox"/> DESTROYED <input type="checkbox"/> LOST <input type="checkbox"/> STOLEN	DATE SIGN REMOVED:	

COUNTY:	HIGHWAY NAME AND NUMBER:	PERMIT OR PERMIT TAG NUMBER TO CANCEL:
STATUS OF PERMIT TAG: <input type="checkbox"/> ENCLOSED <input type="checkbox"/> DESTROYED <input type="checkbox"/> LOST <input type="checkbox"/> STOLEN	DATE SIGN REMOVED:	

**NOTE: THE CERTIFICATION BELOW MUST BE EXECUTED BY THE OWNER OR AUTHORIZED REPRESENTATIVE OF THE BUSINESS, CORPORATION OR INDIVIDUAL HOLDING THE PERMIT(S):**

I HEREBY CERTIFY THAT IT IS MY INTENT THAT THE ABOVE-REFERENCED PERMIT(S) BE CANCELLED. I FURTHER CERTIFY THAT I AM AUTHORIZED TO SIGN THIS CERTIFICATION ON BEHALF OF THE PERMIT HOLDER AND THAT ALL ENTITIES WITH A RIGHT TO ADVERTISE ON THE REFERENCED SIGN HAVE BEEN NOTIFIED OF THE PERMIT CANCELLATION.	
_____ (Signature of permit holder or representative)	_____ (Position or title)
_____ (Printed name of permit holder or representative)	_____ (Date)

**FOR FDOT USE ONLY:**

System update: \_\_\_\_\_ By: \_\_\_\_\_

**Exhibit "E"**

**[County Permit Application]**



Permit No. \_\_\_\_\_  
FOR OFFICE USE ONLY

The Zoning Manager reserves the right to determine whether this application is complete and accurate. Incomplete applications will not be processed and will be returned to the applicant. The processing time may take up to thirty (30) days and requires a \$237.00 application fee (includes a \$106 registration fee). After the first year, there is an annual registration fee of \$106.

*The building permit number shall be at least three (3) inches tall and at affixed eye level nearest to the road.*

**General Information (to be completed by applicant/property owner):**

Name of Business: \_\_\_\_\_  
 Address of Business: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Parcel ID# (Click [here](#) for Parcel Information): \_\_\_\_\_  
 Applicant: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Property Owner: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Owner Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ or \_\_\_\_\_

**Please check the type of billboard:**

Single Face     Double Face (back to back separation \_\_\_\_\_ inches)     Triple Face     Trivision  
 V-Shape (back to back separation at apex \_\_\_\_\_ inches and face separation)  
 Electronic Message Center (EMC)  Yes or  No?  
 If yes, is EMC equipped with automatic dimming technology,  Yes or  No?  
 Will EMC change copy at no less than eight (8) second intervals,  Yes or  No?

**Proposed copy area of billboard face visible from one direction:**

Excluding embellishments \_\_\_\_\_ square feet  
 Including embellishments \_\_\_\_\_ square feet

**Total copy area of all billboard faces:**

Excluding embellishments \_\_\_\_\_ square feet

**Proposed height:**

From finished grade level to top of billboard \_\_\_\_\_ feet

**Proposed clearance between:**

From finished grade level and bottom of billboard \_\_\_\_\_ feet  
 Vehicular travel way and bottom of billboard \_\_\_\_\_ feet

**Proposed setbacks from property lines:**

Front \_\_\_\_\_ feet    Rear \_\_\_\_\_ feet    Side \_\_\_\_\_ feet    Street Side \_\_\_\_\_ feet

**Proposed separation from other billboards:**

Adjacent to limited access highway (2,640 feet required)  
 Billboard will be \_\_\_\_\_ linear feet from another billboard on the same side of highway.  
 No Adjacent to limited access highway (1,000 feet required)  
 Billboard will be \_\_\_\_\_ linear feet from another billboard on the same side of highway.

**Proposed distance from other points:**

Billboard will be \_\_\_\_\_ linear feet from nearest park.  
 Billboard will be \_\_\_\_\_ linear feet from nearest line of a residential district.  
 Billboard will be \_\_\_\_\_ linear feet from nearest line of an agricultural district.  
 Billboard will be \_\_\_\_\_ linear feet from toll plaza of limited access highway.  
 Billboard will be \_\_\_\_\_ linear feet from interchange ramp of limited access highway.  
 Billboard will be \_\_\_\_\_ feet radius from intersection of railroad right-of-way with road right-of-way.



**ORANGE COUNTY ZONING DIVISION**  
 201 South Rosalind Avenue, 1<sup>st</sup> Floor, Orlando, Florida 32801  
 Phone: (407) 836-3111 Email: [Zoning@ocfl.net](mailto:Zoning@ocfl.net)  
[www.orangecountyfl.net](http://www.orangecountyfl.net)

**Application – Billboard**

**OFFICE USE ONLY**

Zoning \_\_\_\_\_ FLUM \_\_\_\_\_ Overlay District \_\_\_\_\_

County Commission District #1 2 3 4 5 6

Field Check By: \_\_\_\_\_ Date \_\_\_\_\_ Results \_\_\_\_\_

Zoning Division Approval\* By: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Zoning Approval Expires: \_\_\_\_\_

\*Approval is valid for sixty (60) calendar days.

**Application must be submitted to the Building Division within sixty (60) calendar days following issuance of Zoning approval.**

Zoning Hold: No \_\_\_ Yes \_\_\_ Reason \_\_\_\_\_

Special Conditions /Comments \_\_\_\_\_

**BUILDING DIVISION**

Nature of Work \_\_\_\_\_ Construction Type \_\_\_\_\_ Type of Structure \_\_\_\_\_

Owner Estimated Value \$ \_\_\_\_\_ Building Division Value \$ \_\_\_\_\_

Electrical Permit Required: Yes \_\_\_ No \_\_\_

Building Division Review By: \_\_\_\_\_ Building Review Fee \$ \_\_\_\_\_

Building Permit Issued On \_\_\_\_\_

Plan Format \_\_\_\_\_ Total Permit Fee \$ \_\_\_\_\_

Building Hold: No \_\_\_ Yes \_\_\_, Reason \_\_\_\_\_

Special Conditions / Comments \_\_\_\_\_

**Exhibit "F"**

**[Form of Transfer Agreement]**

AGREEMENT OF TRANSFEREE

Under this Agreement of Transferee, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_  
("Transferee")  
acknowledges and agrees as follows:

1. Transferee acknowledges that \_\_\_\_\_  
[Outfront Media LLC or identity of Outfront successor in interest who owns the structure(s) at the  
time of this agreement of Transferee] is transferring one or more billboard structures to Transferee as  
reflected in **Exhibit** \_\_\_\_\_.

2. Transferee acknowledges that Outfront Media LLC, and Orange County, Florida have  
entered into an Agreement dated as of \_\_\_\_\_, (copy attached) and recorded in Official  
Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Orange County, Florida, which governs the  
billboard structure(s) and accompanying sign face(s), a true and copy of which is attached as **Exhibit**  
\_\_\_\_\_. Transferee acknowledges having received and reviewed a copy of such Agreement and  
understands all of the terms, provisions, conditions, and limitations of the Agreement.

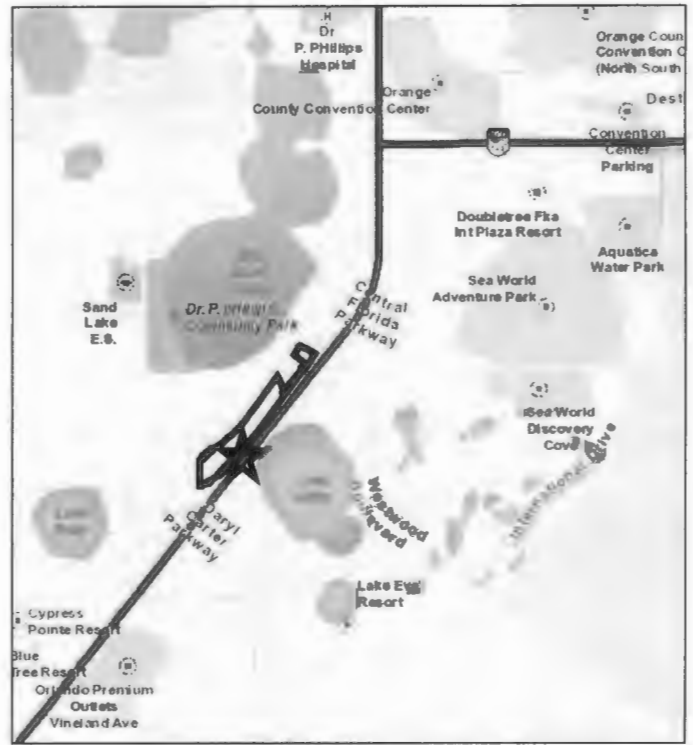
3. In consideration for receiving the benefits of the transfer of the structure(s) and the  
accompanying sign face(s) and for other good and valuable consideration, the receipt and sufficiency  
of which is hereby acknowledged, Transferee agrees to be bound by all of the terms, provisions,  
conditions, and limitations of the Agreement as the same may apply to the billboard structure(s) and  
sign face(s) owned by me or in which I have an interest, including the condition that the undersigned  
Transferee obtain this same agreement from any subsequent transferee.

\_\_\_\_\_  
\_\_\_\_\_  
(Print name)



## Outfront Media Proposed Board to be Relocated/Replaced

- Buena Vista Area
- 11-24-28-0000-00-024
- 11222 I-4
- Tag#: OCG10614
- Zoned PD (Sand Lake Groves)
- Double sided, V Shape Billboard; wooden/7 pole
- Height: 30 ft.
- Static copy 400 sq. ft. per face 800 sq. ft. total
- Non-conforming because it's located in a PD, closer than 50 ft. to a limited access highway
- District #1



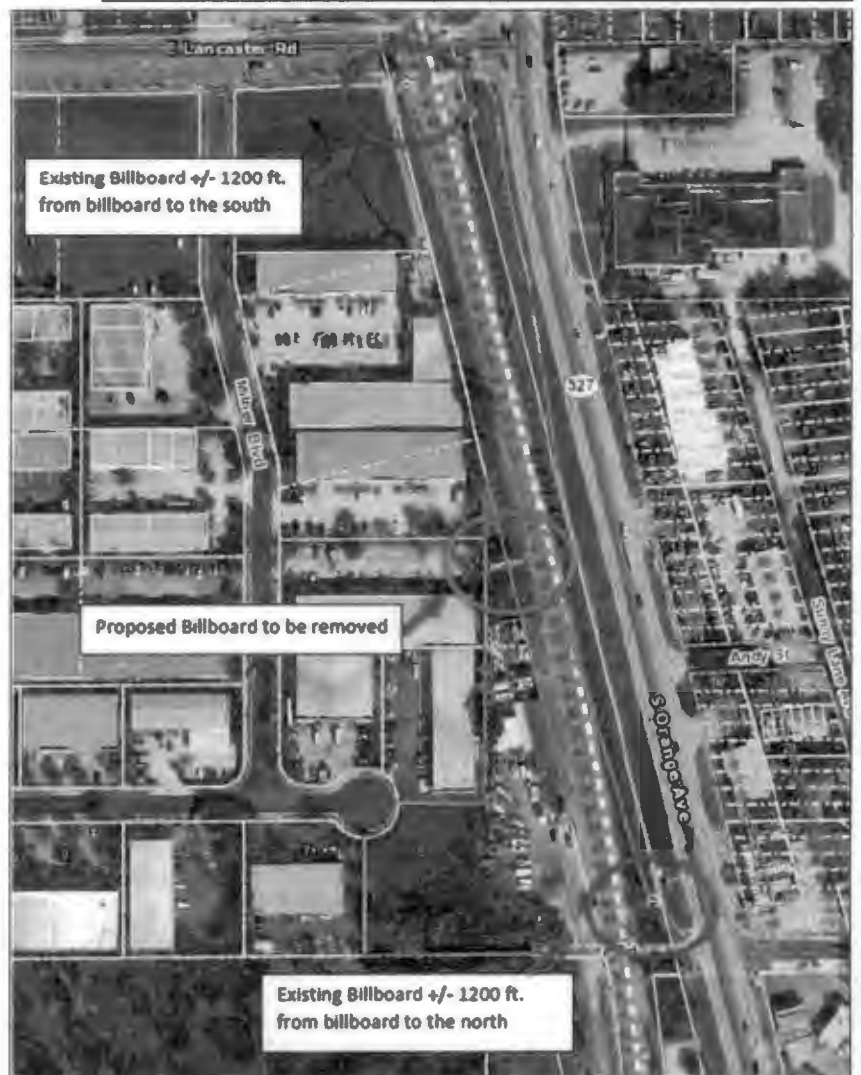
## Outfront Media Proposed Board to be Relocated/Replaced

- Buena Vista Area
- 11-24-28-0000-00-024
- 11222 I-4
- Tag#: OCG10614
- Zoned PD (Sand Lake Groves)
- Double sided, V Shape Billboard; wooden/7 pole
- Height: 30 ft.
- Static copy 400 sq. ft. per face 800 sq. ft. total
- Non-conforming - located in a PD, closer than 50 ft. to a limited access highway
- District #1



**Outfront Media Proposed Removal #1:**

- Pine Castle Area
- 25-23-29-6912-00-060
- 6820 S. Orange Ave.
- Tag#: OCG10620
- Zoned C-3
- Double Face; Wooden/7 poles
- Height: 50 ft.
- Static copy 672 sq. ft. per face;
- 1344 sq. ft. total
- Non-conforming due to height, location in RR ROW, and does not meet distance separation from billboard to the north or the south.
- District #3



**Outfront Media Proposed Removal #1:**

- Pine Castle Area
- 25-23-29-6912-00-060
- 6820 S. Orange Ave.
- Tag#: OCG10620
- Zoned C-3
- Double Face; Wooden/7 poles
- Height: 50 ft.
- Static copy 672 sq. ft. per face;
- 1344 sq. ft. total
- Non-conforming due to height, location in RR ROW, and does not meet distance separation from billboard to the north or the south.
- District #3



Proposed Billboard to be removed - looking north



Proposed Billboard to be removed - looking south

## Outfront Media Proposed Removal #2:

- Winter Garden
- 26-22-27-0000-00-032
- 13415 Florida's Turnpike
- Tag#: OCG10615
- Zoned A-1
- Single Face; wooden/6 poles;
- Height: 30 ft.;
- Static copy; 400 sq. ft.
- Non-conforming due to zoning district
- District #1



**Outfront Media Proposed Removal #2:**

- Winter Garden
- 26-22-27-0000-00-032
- 13415 Florida's Turnpike
- Tag#: OCG10615
- Zoned A-1
- Single Face; wooden/6 poles;
- Height: 30 ft.;
- Static copy; 400 sq. ft.
- Non-conforming due to zoning district
- District #1



Proposed Billboard to be removed - looking east

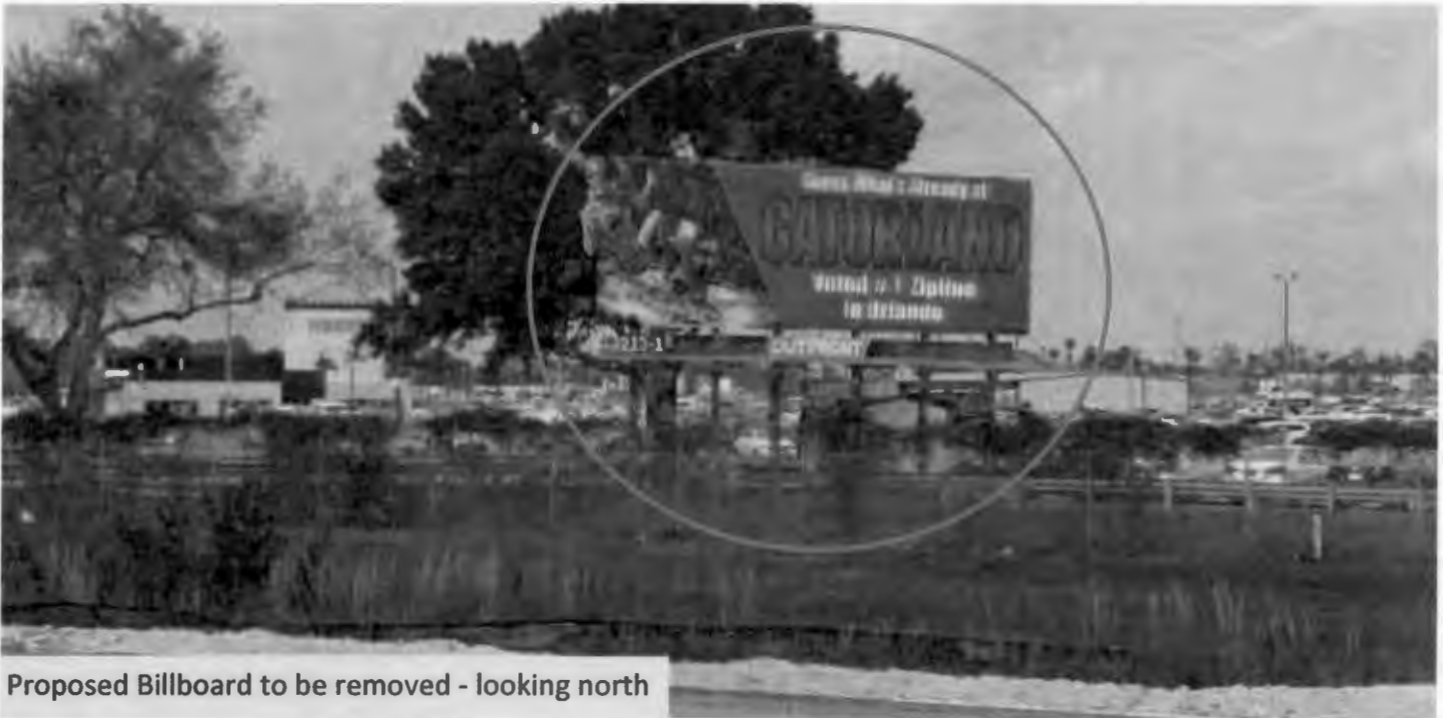
**Outfront Media Proposed Removal #3:**

- Florida Turnpike - South of Florida Mall
- 03-24-29-7268-00-090
- 9790 Bachman Road
- Tag#: OCG10685
- Zoned IND2/3
- Single Face; Wooden/6 poles
- Height: 23 ft.
- Static copy; 400 sq. ft. copy area
- Non-conforming due to distance separation from billboard to the north and the south.
- District #4



**Outfront Media Proposed Removal #3:**

- Florida Turnpike - South of Florida Mall
- 03-24-29-7268-00-090
- 9790 Bachman Road
- Tag#: OCG10685
- Zoned IND2/3
- Single Face; Wooden/6 poles
- Height: 23 ft.
- Static copy; 400 sq. ft. copy area
- Non-conforming due to distance separation from billboard to the north and the south.
- District #4





**Outfront Media Proposed Removal #4:**

- Florida Turnpike - South of Florida Mall
- 03-24-29-7268-00-090
- 9820 Bachman Road
- Tag#: OCG10693
- Zoned IND2/3
- Single Face; Wooden/7 poles
- Height: 30 ft.
- Static copy; 672 sq. ft. copy area
- Non-conforming due to distance separation from billboard to the north or the south.
- District #4



**Outfront Media Proposed Removal #4:**

- Florida Turnpike - South of Florida Mall
- 03-24-29-7268-00-090
- 9820 Bachman Road
- Tag#: OCG10693
- Zoned IND2/3
- Single Face; Wooden/7 poles
- Height: 30 ft.
- Static copy; 672 sq. ft. copy area
- Non-conforming due to distance separation from billboard to the north or the south.
- District #4



**Outfront Media Proposed Removal #5:**

- Pine Hills
- 30-22-29-9195-00-002
- 5024 W. Colonial Drive
- Tag#: OCG10626
- Zoned C-3
- Double sided, V Shape Billboard; steel monopole
- Height: 50 ft.
- Static copy 672 sq. ft. per face 1344 sq. ft. total
- Non-conforming as it does not meet distance separation from billboard to the east and west.
- District #6



**Outfront Media Proposed Removal #5:**

- Pine Hills
- 30-22-29-9195-00-002
- 5024 W. Colonial Drive
- Tag#: OCG10626
- Zoned C-3
- Double sided, V Shape Billboard; steel monopole
- Height: 50 ft.
- Static copy 672 sq. ft. per face 1344 sq. ft. total
- Non-conforming as it does not meet distance separation from billboard to the east and west.
- District #6



Proposed Billboard to be removed - looking east



Proposed Billboard to be removed - looking west

## Outfront Media Proposed Removal #6

- Clacona Ocoee Road, west of OBT
- 4473 Clarcona Ocoee Road
- 32-21-29-0000-00-260
- Tag#: OCG10600
- Zoned C-3
- Double sided; wooden/5 pole
- Height: 40 ft.
- Static copy 382 sq. ft. visible from one direction; 764 total
- Non-conforming because it's located within 200 ft. of a residential zoning district. Also appears to be at or just less than the 1,000 ft. separation from the billboard to the east
- District #2



## Outfront Media Proposed Removal #6

- Clacona Ocoee Road, west of OBT
- 4473 Clacona Ocoee Road
- 32-21-29-0000-00-260
- Tag#: OCG10600
- Zoned C-3
- Double sided; wooden/5 pole
- Height: 40 ft.
- Static copy 382 sq. ft. visible from one direction; 764 total
- Non-conforming because it's located within 200 ft. of a residential zoning district. Also appears to be at or just less than the 1,000 ft. separation from the billboard to the east
- District #2



Proposed Billboard to be removed - looking east



Proposed Billboard to be removed - looking north