

# COMPENSATION WAIVER AGREEMENT

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**Orange County, Florida  
Clear Channel Outdoor, Inc.**

**This Compensation Waiver Agreement** ("Agreement") is entered into as of August 20, 2018, between Orange County, Florida, a charter county and political subdivision of the State of Florida ("County") and Clear Channel Outdoor, Inc., a corporation organized and operating under the laws of the State of Delaware ("Clear Channel").

## RECITALS

1. On September 18, 2001, the Orange County Board of County Commissioners approved the Home Depot at Lee Road and I-4 Preliminary Subdivision Plan (the "PSP") with conditions of approval, including Condition No. 3 that effectively required a billboard then existing and now owned by Clear Channel (the "I-4 Billboard") to "be removed" at the end of the term of its then-existing lease agreement, which was June 13, 2013, all at no cost to the County and without compensation from the County to Clear Channel.
2. The I-4 Billboard was not removed at the end of its then-existing lease term and is still standing on the property that is subject to the PSP and its conditions, including Condition No. 3.
3. Orange County has notified Clear Channel that it is exercising or will exercise its power of eminent domain to take the property necessary to widen All American Boulevard west of Forest City Road. The taking of property for the road widening will require another Clear Channel billboard (the "All American Billboard") to be taken down from its current location and relocated away from the to-be-widened right-of-way for the road.
4. There is disagreement between the County and Clear Channel on whether compensation to Clear Channel will be required if Orange County elects to enforce Condition No. 3 against the I-4 Billboard. Clear Channel believes compensation will be required under Section 70.20 of Florida Statutes and other applicable provisions of state and federal law, but the County believes no compensation will be required under law.
5. There is no disagreement about compensation for the removal and relocation of the All American Billboard in connection with the widening of All American Boulevard. Both parties concede that compensation to Clear Channel will be required by law.
6. The County and Clear Channel have an amicable relationship and a willingness to work for compromise on issues such as now exist for the I-4 Billboard and the All American Billboard. In an effort to maintain the cooperative spirit and working relationship between them, the two parties intend now to enter into this Agreement.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Waiver of Fees and Costs.** Clear Channel hereby waives all rights it has to compensation from the County in connection with the County's exercise of eminent domain for the current widening of All American Boulevard and the related removal and relocation of the All American Billboard. The compensation waived includes damages of all types, attorneys' fees, costs and all other amounts that would be payable by the County in its exercise of eminent domain for the widening of the road.

**Section 2. Effective Date.** All parts of this Agreement other than Section 1 shall take effect as of the date above. Section 1 shall take effect only upon (i) approval by the County's Board of County Commissioners of a substantial change to the Board's 2001 approval of the preliminary subdivision plan to remove the last sentence in Condition No. 3 for the PSP *and* (ii) the appeal period for the approved substantial change having expired without an appeal having been filed by any party.

**Section 3. Settlement Agreement Otherwise Unaffected.** Other than as expressly stated in this Agreement, no other part of a settlement agreement, however denominated, that has been or will be entered into by the County and Clear Channel in connection with the pending widening of All American Boulevard is affected by this Agreement.

**Section 4. No "Contract Zoning."** Nothing in this Agreement compels the County to grant a substantial change to Condition No. 3 as described in Section 2, above. The County's Board of County Commissioners has full and unimpeded power and discretion to grant or deny such a substantial change to Condition No. 3 as it may choose. Nothing in this Agreement constitutes a contract duty or obligation to exercise a governmental power in a certain way.

**Section 5. Termination Dates.**

(a) If and when the Board of County Commissioners grants the substantial change described in Section 2, above, this Agreement shall remain in effect and shall not terminate, and the waiver in Section 1 shall be permanent. However, if, after the substantial change is granted, an appeal of the Board's decision is initiated by any person or entity, and if the appeal results in the granted substantial change being overturned such that the last sentence of Condition 3 reverts to being fully effective, Clear Channel shall have the option to terminate this Agreement at any time and to obtain full compensation in connection with its removal and relocation of the All American Billboard.

(b) If and when the Board of County Commissioners votes to deny the substantial change described in Section 2, this Agreement shall stand terminated effective as of the vote to deny.

(c) If as of midnight on September 25, 2018, the Board has taken no action on the substantial change described in Section 2, this Agreement shall terminate.

**ORANGE COUNTY, FLORIDA**


By: its Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

Attest: Phil Diamond, as  
Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy Clerk

**CLEAR CHANNEL OUTDOOR, INC.**

By:  \_\_\_\_\_  
Name: Craig Swygert  
Title: President - Central Florida