

## RELOCATION AND RECONSTRUCTION AGREEMENT

THIS RELOCATION AND RECONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Pompano Beach (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, and Clear Channel Outdoor, Inc., ("Clear Channel"), a Delaware Corporation registered and authorized to do business in the State of Florida.

### RECITALS:

**WHEREAS**, Section 70.20, *Florida Statutes*, expressly authorizes and encourages agreements of this type by empowering the City and the owners of outdoor advertising signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the City to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

**WHEREAS**, Clear Channel is engaged in the business of constructing, operating and maintaining billboard signs in Broward County, Florida and, in particular, within the City; and

**WHEREAS**, Clear Channel is the owner of a certain legally existing, non-conforming sign structure (the "Existing Sign") located within the jurisdiction of the City adjacent to Interstate 95 and SW 11<sup>th</sup> Street (Folio No. 9202-01-0710/Parcel Id. 494202010710) (the "Existing Sign Location") as more specifically identified and described in the attached **Exhibit A**; and

**WHEREAS**, in addition to the Existing Sign, Clear Channel is the owner of other legally existing, non-conforming sign structures within the City, including, but not limited to, sign structures located at (i) Dixie Hwy WS 16ft S/O NE 25th Ct, (ii) Copans Rd SS 120ft E/O Old Dixie Hwy, (iii) Dixie Hwy WS 0.35mi N/O Copans Rd, and (iv) Dixie Hwy WS 145F N/O Copans Rd (collectively, the "Surface Street Signs") as more specifically identified and described in the attached **Exhibit B**; and

**WHEREAS**, the Existing Sign and the Surface Street Signs were lawfully permitted and erected in conformity with the County or authorized public agency's regulations in effect at the time and, therefore, are legally existing and allowed to remain in use as lawful non-conforming signs under the City Code; and

**WHEREAS**, the City desires to encourage outdoor advertising companies to voluntarily reduce the number of non-conforming outdoor off-site sign structures within the City to reduce or eliminate non-conformities, and to relocate non-conforming outdoor off-site signs from surface streets to locations adjacent to Interstate 95; and

**WHEREAS**, Clear Channel proposes to voluntarily remove the Surface Street Signs in exchange for the right to reconstruct and convert the Existing Sign to a single digital LED sign

facing north (for southbound I-95 traffic) (the “Replacement Sign”) at the Existing Sign Location, as more specifically identified and described in the attached **Exhibit C**; and

**WHEREAS**, the City desires to allow Clear Channel to reconstruct and convert the Existing Sign and replace it with the Replacement Sign, pursuant to Section 70.20, *Florida Statutes*, and this Agreement, in exchange for the removal by Clear Channel of the Surface Street Signs; and

**WHEREAS**, the City and Clear Channel desire to enter into this Agreement establishing the terms and conditions under which Clear Channel will be permitted to remove the Surface Street Signs and to reconstruct and convert the Existing Sign and replace it with the Replacement Sign; and

**WHEREAS**, the City finds that a permanent reduction in the number of non-conforming off-premise signs located within the municipal limits of the City furthers substantial public interests in public safety and beautification of the City’s roadways, is in the best interest of the City and its citizens, and constitutes a public purpose; and

**WHEREAS**, the City acknowledges and agrees that Clear Channel is relying upon this Agreement and will proceed to remove the Existing Sign and the Surface Street Signs, and to construct, operate, and maintain the Replacement Sign, which activities will require the expenditure of substantial monies and/or the relinquishment of significant property rights by Clear Channel; and

**WHEREAS**, the City finds and determines that the provisions of this Agreement are in the public interest.

**NOW, THEREFORE**, for and in consideration of the above recitals and the mutual exchange of the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and Clear Channel do hereby agree as follows:

1. **Recitals.** The foregoing express the intent of the parties and are incorporated herein as contractual terms, and not merely recitals.

2. **The Replacement Sign.**

A. **Location.** The Existing Sign shall be removed, reconstructed and/or converted to the Replacement Sign (as provided in the attached **Exhibit C**), and shall be constructed within, or as near as practically possible to, the footprint of the Existing Sign adjacent to Interstate 95 and SW 11<sup>th</sup> Street at the Existing Sign Location as more specifically identified and described in the attached **Exhibit A**.

B. **Permits and Construction.** Clear Channel shall be responsible for obtaining and paying for all required permits and approvals to remove, reconstruct and/or convert the Existing Sign and to erect and maintain the Replacement Sign, including any necessary permits or approvals from the Florida Department of Transportation (“FDOT”), or any other State or local agency or department, subject to approval and authorization from the property owner. The City

shall issue all necessary permits for removal, reconstruction and/or conversion of the Existing Sign and erection of the Replacement Sign within thirty (30) days after submission of a complete permit application(s) by Clear Channel, including, but not limited to, any necessary engineering and construction plans or specifications. The City shall cooperate with and assist Clear Channel in obtaining any necessary permits and/or approvals from the FDOT (or any other State or local agency or department) for the removal, reconstruction and/or conversion of the Existing Sign and the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for Clear Channel to obtain all such permits or approvals.

C. Description. The City and Clear Channel agree that the height of the Replacement Sign shall be measured pursuant to, and shall comply with the provisions of, Chapter 479, *Florida Statutes*, and the related Florida Administrative Code (FAC) provisions and FDOT regulations. The Replacement Sign shall be a single-face monopole structure with an overall maximum height not to exceed 81 feet and a sign face not to exceed 14 feet in height and 48 feet in length, not including embellishments. The sign face shall utilize LED display or other similar electronic changeable message technology (as may be determined by Clear Channel from time to time). The changeable message display shall comply with all applicable FDOT requirements (as they may be amended from time to time) relating to brightness and the interval of copy change. Clear Channel further agrees to cooperate and work in good faith with the City to address and remedy any legitimate complaints regarding brightness levels of the LED sign face.

D. Repair and Maintenance. Upon completion, the Replacement Sign shall be deemed a lawfully erected, non-conforming sign under the City's Code of Ordinances (the "City Code"). Notwithstanding the foregoing, and in light of Clear Channel's permanent removal of the Surface Street Signs, and the significant financial investment by Clear Channel in the erection of the Replacement Sign, in the event the Replacement Sign is damaged or destroyed within the first twelve (12) years following completion of construction, Clear Channel shall have the right to repair and/or replace the Replacement Sign. After the expiration of said twelve (12) year term, Clear Channel's right to repair and/or replace the Replacement Sign shall be governed solely by applicable state and local regulations, as they may be amended from time to time.

E. Emergency Notification Messages. Clear Channel will, on behalf of the City, display emergency message copy on the electronic/digital display face of the Replacement Sign, through the State of Florida Division of Emergency Management (the "FDEM") and the Florida Department of Law Enforcement (the "FDLE"), upon official activation by the FDEM and the FDLE for certain limited emergency reasons, such as hurricanes, amber alerts, and police or fire emergency situations. Such access and display of emergency copy on the electronic/digital display face of the Replacement Sign shall be subject to any agreement(s) Clear Channel has in place from time to time with the FDEM, the FDLE and/or any other state or federal agencies.

F. Public Service Announcements. Clear Channel shall display advertising copy on the electronic/digital display face of the Replacement Sign on behalf of the City, with no charge for advertising space on a space available basis, which shall be limited to City-sponsored events and non-commercial public service announcements (collectively "Public Service Announcements"). The City shall be responsible for providing Clear Channel with the advertising copy and artwork in acceptable "camera ready" electronic format for Public Service

Announcements and shall be responsible for production charges (if any) to process and upload the Public Service Announcements. At least two (2) months prior to any Public Service Announcements, the City shall provide “camera ready” electronic format stock copy and/or “logos” for Public Service Announcements, including approved artwork, which may be utilized for that calendar year. The display of Public Service Announcements is subject to the following conditions and parameters:

- (i) All copy and artwork for Public Service Announcements, shall be submitted at least fifteen (15) business days prior to the proposed display date. Clear Channel will retain the right to reject, in its sole and absolute discretion, any copy that it deems inappropriate, as well as the right to remove copy once posted and/or displayed. Upon request by the City, Clear Channel shall assist in the preparation of “camera ready” electronic format artwork to be posted and/or displayed in Public Service Announcements.
- (ii) The City shall not charge for, or exchange goods or services for, any advertising copy on the electronic/digital display face of the Replacement Sign for Public Service Announcements. In addition, it is expressly understood and agreed that Public Service Announcements may not include any names, logos, marks, products, or services associated with any commercial entity or any third party non-governmental person or entity that is not sponsored by or affiliated with the City. The forgoing limitation shall not be construed to prohibit the display of names, logos, or marks of non-profit organizations associated with City-sponsored events or activities.

G. Content. In consideration of the City entering into this Agreement, Clear Channel agrees to not display commercial or non-commercial advertising copy and/or messages on the Replacement Sign advertising pain management clinics, adult entertainment, adult entertainment establishments, or any other message that would be considered offensive or inappropriate to members of the general public.

H. Neighborhood Enhancement Contribution. Clear Channel shall pay the City annual neighborhood enhancement contribution payments in the amount of Ten Thousand 00/100 Dollars for the digital display face on the Replacement Sign for so long as said digital display face remains installed and in operation (the “Annual Contribution”). The initial Annual Contribution for the digital display face of the Replacement Sign shall be due and payable within fifteen (15) days of the issuance of all permits and approvals required by law and necessary for the construction and operation of the digital display face of the Replacement Sign. Thereafter, Clear Channel shall pay to the City the Annual Contribution on or before the anniversary of the date upon which the initial Annual Contribution payment was paid. The parties understand and agree that the Annual Contribution payments are being paid to mitigate any impacts to the City and its residents from the rights granted hereunder and actions taken pursuant thereto.

I. Sign Removal. Contemporaneously with the submission by Clear Channel of its permit application to the City for the demolition, reconstruction and/or conversion of the Existing Sign to erect the Replacement Sign, Clear Channel shall also apply for demolition permits for the Surface Street Signs, as specifically described and set forth in the attached **Exhibit B**. The demolition permits for Surface Street Signs shall not be issued until after such time that Clear

Channel has obtained all outside governmental agency approvals necessary for the installation of the Replacement Sign, as well as submission of complete permit applications for the same and payment of the applicable permit fees to the City. Within three (3) business days following completion of demolition, reconstruction and/or conversion of the Existing Sign to erect the Replacement Sign, the City shall issue the necessary permit(s) for demolition of the Surface Street Signs. The parties further agree and acknowledge that Clear Channel will, by virtue of the permanent removal of the Existing Sign and Surface Street Signs (which are legal non-conforming signs) in accordance with the terms of this Agreement, acquire vested rights in the erection and maintenance of the Replacement Sign pursuant to the terms of this Agreement, and the issuance by the City of the necessary permit(s) related to the same.

In the event that following removal of the Existing Sign and Surface Street Signs Clear Channel is prevented from erecting the Replacement Sign for any reason beyond Clear Channel's reasonable control, including, but not limited to, a third-party challenge or the failure or refusal by any State or local agency or governmental body to issue the necessary permit(s), Clear Channel shall have the right to re-erect the Existing Sign and Surface Street Signs at the same locations where they existed prior to removal and the City shall issue the necessary permit(s) for the same.

J. Waiver and Release of Claims. Clear Channel hereby releases the City from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the Existing Sign and/or the Surface Street Signs, except as otherwise provided herein. This waiver and release is intended by Clear Channel to forego any and all claims which it may have as a result of any compensation provisions of Section 70.20, *Florida Statutes*, or the provisions of any other statute or under common law, except as otherwise provided herein.

K. Complete Understanding. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the parties with respect to the matters covered herein, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement. In the event of any conflict between the terms of this Agreement and any Exhibits to this Agreement, or any other document, understanding or agreement between or among the parties, the terms of this Agreement shall control, and the parties expressly agree that any such conflict shall not be deemed to create any ambiguity in this Agreement, the Exhibits hereto or the parties' agreement in general as evidenced by this Agreement and the attached Exhibits.

L. Amendment. The parties may amend this Agreement only by written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement, except as may be made in writing and executed by each party. If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

M. Notices. All notices, demands, requests for approval or other communications required or authorized to be given by either party to another shall be in writing and shall be hand-delivered or sent by registered or certified mail, postage prepaid, return receipt

requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

If to City:

City of Pompano Beach  
Attn.: City Manager  
100 West Atlantic Boulevard  
Fourth Floor  
Pompano Beach, FL 33060

With copies to:

City Attorney  
City of Pompano Beach  
100 West Atlantic Boulevard  
Fourth Floor  
Pompano Beach, FL 33060

If to Clear Channel Outdoor, Inc.:

Clear Channel Outdoor, Inc.  
5800 NW 77th Court  
Miami, Florida 33166  
Attn: Real Estate Department

With copies to:

Clear Channel Outdoor, Inc.  
2325 E. Camelback Road, Suite 400  
Phoenix, AZ 85016  
Attn: General Counsel

Notices given by courier service or by hand delivery shall be effective upon delivery, and notices given by mail shall be effective on the fifth (5th) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date/time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance herewith, and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

N. Default. In the event any party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party or parties written notice of same pursuant to this Agreement. The defaulting party or parties shall have fifteen (15) business days from the receipt of such notice to

cure the default or, if the default cannot be cured within fifteen (15) business days, to commence and diligently pursue a cure. If the defaulting party or parties timely cure the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party or parties do not timely cure such default, the non-defaulting party or parties shall be entitled to pursue its/their remedies available at law or equity.

In the event that any party defaults under this Agreement, the parties expressly agree and stipulate that money damages would be inadequate to compensate the non-defaulting party for such default. Accordingly, in the event of such default, the parties stipulate and agree that the non-defaulting party shall be entitled to seek injunctive relief and specific performance to secure the defaulting party's compliance with its obligations provided herein. In the event of any litigation relating to or arising out of this agreement, including the interpretation and enforcement of same, the prevailing party shall recover from the non-prevailing party any and all costs incurred in connection with such litigation, including attorneys' fees, paralegal fees, court costs, and all other out-of-pocket expenses incurred by the prevailing party either pre-suit, or at any trial or appellate levels, including attorneys' fees and costs incurred litigating the reasonableness and amount of any such fee award.

*O. Severability.* The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default hereunder. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable as a result of any third party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid and/or unenforceable, resulting in the forced removal of the Replacement Sign, the parties shall be released from any further obligations hereunder and shall be returned to their respective positions as they existed just prior to the execution of this Agreement, including, but not limited to, Clear Channel's right to re-erect the Existing Sign and the Surface Street Signs, either at their current locations or such other locations within commercial or industrial zoned areas of the City as Clear Channel may acquire such rights.

*P. Controlling Law and Venue.* This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida as to state court actions, and in the United States District Court for the Southern District of Florida as to federal court actions, to the exclusion of any other venue.

*Q. Authority to Execute and Bind.* Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.

R. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby by any other party or parties, shall not be deemed a waiver of any right or remedy that said party may have as a result thereof, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

S. Successors and Assigns. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

T. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement.

U. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the City and Clear Channel, and this Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any one party but, rather, by all equally.

V. No Third Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred herein, and no private right of action is intended to be created by this Agreement in any third party.

W. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute a single document.

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

Y. Recording. Upon approval and execution of this Agreement, either party may be record this Agreement in the public records of Broward County, Florida.

Z. Public Records.

- (i) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. Clear Channel shall comply with Florida's Public Records Law, as amended. Specifically, Clear Channel shall:
  - (a) Keep and maintain public records in Clear Channel's possession or control in connection with Clear Channel's performance under this Agreement.
  - (b) Upon request from the City's custodian of public records, provide the City with



a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Clear Channel does not transfer the records to the City.
  - (d) Upon completion of the Agreement or in the event of termination by either party, transfer, at no cost to the City, all public records relating to the Agreement in possession of Clear Channel, or keep and maintain public records required by the City to perform the service. If Clear Channel transfers all public records to the City upon completion of this Agreement, Clear Channel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Clear Channel keeps and maintains public records upon completion of this Agreement, Clear Channel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- (ii) Failure of Clear Channel to provide the above described public records to the City within a reasonable time may subject Clear Channel to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF CLEAR CHANNEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CLEAR CHANNEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

**IN WITNESS WHEREOF**, the City and Clear Channel have executed or caused their duly authorized representative to execute this Agreement.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**SIGNATURES APPEAR ON FOLLOWING PAGES**

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

"Clear Channel":

Signed, sealed and delivered

in our presence as witnesses:

Gary Nichols  
Signature  
Gary Nichols  
Print Name

Denise Perez  
Signature  
Denise Perez  
Print Name

Clear Channel Outdoor, Inc.

By: [Signature]  
Its: President  
(Title)  
Dated: 7/13/18

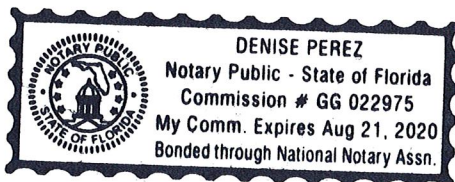
State of Florida )  
County of Miami-Dade )SS:

The foregoing instrument was acknowledged before me this 13 day of July, 2018, by Jasper Johnson, as President of Clear Channel Outdoor, Inc., on behalf of the company. He/She [☒] is personally known to me, or [☐] produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, State of Florida

Denise Perez  
Printed Name of Notary

My Commission expires:



## **EXHIBIT A**

### **Existing Legal Non-Conforming Billboards Signs**

**(the “Existing Sign”)**

**The Existing Sign** – legally existing, non-conforming billboard sign structure located within the City adjacent to Interstate 95 and SW 11<sup>th</sup> Street **(Folio No. 9202-01-0710/Parcel Id. 494202010710)** (the “Existing Sign Location”) as more specifically identified and described on the attached document.

# EXHIBIT A







Ride#: 12102 Lease#: 80081

I-95 West Side .8m North of Cypress Creek – Facing North

Upgrade this Existing Billboard to LED Display





Ride#: 12102 Lease#: 80081

I-95 West Side .8m North of Cypress Creek – Facing North

Upgrade this Existing Billboard to LED Display



## **EXHIBIT B**

### **Existing Legal Non-Conforming Billboards Signs to be Removed (the “Surface Street Signs”)**

				Removals for	
				Billboard	Targeted
<u>Ride #</u>	<u>Lease #</u>	<u>Ride Description</u>	<u>Faces</u>	<u>Intersection</u>	
1	12852	59099	Dixie Hwy WS 16ft S/O NE 25th Ct	2 Faces	Copans and Dixie
2	12842	59448	Copans Rd SS 120ft E/O Old Dixie Hwy	2 Faces	Copans and Dixie
3	13012	80057	Dixie Hwy WS 0.35mi N/O Copans Rd	2 Faces	Copans and Dixie
4	12850	59016	Dixie Hwy WS 145F N/O Copans Rd	1 Face	Copans and Dixie

## **EXHIBIT C**

### **Legal Non-Conforming Billboard to be Reconstructed**

#### **(the “Replacement Sign”)**

Provides for the removal of the four (4) existing legal non-conforming billboard structures (7 Faces) (the “Surface Structure Signs”) in exchange for the right to reconstruct and convert the Existing Sign, to a single digital LED sign facing north (for southbound I-95 traffic) (the “Replacement Sign”) referenced and identified as:

<u>Ride #</u>	<u>Lease #</u>	<u>Ride Description</u>
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12102	80081	I-95 WS 0.8mi N/O Cypress Crk Rd Facing North (for southbound traffic)
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The above referenced and identified Replacement Sign shall be constructed within, or as near as practically possible to, the footprint of the Existing Sign adjacent to Interstate 95 and SW 11<sup>th</sup> Street located on the Existing Sign Location **(Folio No. 9202-01-0710/Parcel Id. 494202010710).**