



City Commission Work Session

Agenda

February 13, 2025 @ 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/meetings/ and include virtual meeting instructions.

assistance & appeals

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

please note

Times are projected and subject to change.

1. Meeting Called to Order**2. Discussion Item (s)**

- | | |
|---|------------|
| a. Arts & Culture Nonprofit Grant Program | 60 minutes |
| b. Billboard Swap | 60 minutes |

3. Adjournment

**item type**

Discussion Item (s)

meeting date

February 13, 2025

prepared by

Peter Moore, Director of Office of Management and Budget

approved by

Randy Knight, City Manager

subject

Arts & Culture Nonprofit Grant Program

motion | recommendation

Hear a proposal from staff regarding the potential of creating a nonprofit grant funding program to support community partners in the city.

background

The City of Winter Park has long supported numerous nonprofit organizations within the city. However, the number of organizations needing access to support will always outnumber the quantity of resources available. Staff is proposing that the city create an annual nonprofit grant funding round to promote arts, culture, history, and science projects within the city. With the annual funding of \$100k a year to the Dr. Phillips Performing Arts Theater now concluded, funding is now available to allow for this grant program proposal and diversify opportunities for nonprofits within the city to showcase and expand their offerings in a way that benefits the local community.

Staff is proposing a \$100k competitive grant round that offers up to ten awards to eligible nonprofit applicants of \$10k apiece. This would be an annual grant round and allow for a diversity of participation over time and would behave similar to a selection committee like the city routinely uses for choosing vendors. It is suggested that a review panel made up of members of existing city advisory boards serve as the selection committee for this grant review panel, and that this process will provide a recommendation to the City Commission for final approval during the annual budget hearing process in September.

At this worksession, staff will outline the decision points that need to be made from a policy standpoint, propose steps to move forward, and briefly run through the draft guidelines and application that are attached to this item for informational purposes.

alternatives | other considerations

N/A

fiscal impact

The city has approximately \$420k annually dedicated to nonprofit support in the city through its approved policy of providing 0.25% of gross revenues from the General Fund, Water & Wastewater Fund, and Electric Fund towards this funding pool. In FY25, \$333k was dedicated to 8 organizations, leaving \$86k for additional support. Staff is suggesting that this funding be used for this program with the addition of \$14k to reach the \$100k funding target. Staff will also provide suggestions on how to handle ongoing support for existing partner organizations and how to support this grant round in the future.

Here is how current funding is allocated:

United Arts	19,000
Polasek	27,000
WP Day Nursery	41,000
Mead	98,000
Historic	93,000
DPPAC	-
Blue Bamboo	12,000
Men of Integrity	18,000
Winter Park Institute	25,000
Total	333,000
Remaining Funds	86,320

attachments

1. Arts & Culture Grant Guidelines - draft
2. Arts & Culture Grant Recipient Information
3. Arts & Culture Grant Selection Committee Member Guidelines



As the City of arts and culture, the City of Winter Park provides competitive funding of up to \$10,000 to support specific, relevant, and meaningful, arts, science, and history experiences of value to the local community. For the purposes of this funding opportunity, The City of Winter Park defines “community” as any group that an organization is intentionally working to serve (e.g. members, students, artists, participants, audience, geographic community, ethnic heritage, or cultural traditions).

Funds may be used for programs, activities, events, or created works that relate to arts, culture, science, or history that have a public-facing component that is accessible to all.

The City of Winter Park is committed to providing financial assistance to those nonprofit agencies which assist the city in carrying out its mission of being “The City of arts and culture”

Purpose:

The purpose of this policy is to advance non-profit arts and cultural nonprofit partners within the city and to ensure that The City of Winter Park is fiscally responsible in the allocation of city funds to nonprofit organizations and to ensure that the award and use of such funds are adequately documented. This policy creates a uniform procedure for the submission, review, approval and accounting of funding requests to the City from nonprofit organizations.

Maximum Request Amount: \$10,000

Funding is competitive; not all projects of merit are able to be funded. Award amounts are not partial and all applicants must submit proposals that utilize the entirety of the funds.

City of Winter Park funds must be used to support eligible project-related activities within the one-year grant period. Applicants will be notified if they include ineligible expenses in their project budget/application. The grant period will start on October 1st of each city fiscal year.

Organizational Eligibility:

- Applicant organizations must have current 501(c)(3) status and current good standing with the state of Florida Division of Corporations as a nonprofit organization. The City of Winter Park will verify with www.irs.gov and sunbiz.org.
- The nonprofit 501(c)(3) must be in The City of Winter Park municipal boundary.
- Faith-based organizations who have 501(c)(3) status, as long as the event is a non-faith-based program open to any segment of the population, are eligible.
- Applicant organizations must be in good standing with the City of Winter Park.

Organization Eligibility Restrictions:

Organizations are NOT eligible if they are:



- Organizations that are adjuncts to for-profit organizations.
- A public or private entity governed by an agency of government.
- Political causes, candidates, organizations, or campaigns.
- Already receiving more than \$10k in funding annually from the City of Winter Park.
- Receiving any other government funding for this specific project.

In all cases, final eligibility decisions are made by the approving panel. Approval of a previous project grant funding carries no assurance of continued funding in subsequent years.

Project Eligibility:

Projects must be based in arts and culture, science or history and take place in The City of Winter Park and open to the public. Exhibits, performances, festivals, education, outreach programs, and art/cultural-based community development activities are examples of projects. Projects cannot be for-profit and must be free to the public.

Accountability:

Nonprofit agencies shall adhere to accountability standards set by this policy. Compliance with these standards is a criterion for funding. These standards include but are not limited to:

- Complying with all financial requirements including the submission of financial statements or audits as specified.
- Complying with program performance measurement requirements and reporting.
- Complying with all other application terms, including meeting all deadlines.

Unallowable Activities:

- Projects benefiting for-profit organizations.
- Projects outside of The City of Winter Park.
- Project costs supported by any other government funding. This includes federal funding received either directly from a federal agency or indirectly from a pass-through organization.
- Subgranting or regranting awarded funds.
- Contributions and donations to other entities.
- Cash reserves and endowments.
- Costs for the creation of new organizations.
- Costs incurred before the beginning or after the completion of the official period of performance.
- Costs to bring a project into compliance with federal grant requirements. This includes environmental or historical assessments or reviews and the hiring of individuals to write assessments or reviews or to otherwise be in compliance.



- Expenditures related to compensation to foreign nationals and/or travel to or from foreign countries when those expenditures are not in compliance with regulations issued by the U.S. Treasury Department Office of Foreign Assets Control.
- General miscellaneous or contingency costs.
- Stipends/fees to individuals who are incarcerated.
- Marketing expenses that are not directly related to the project.
- Fines and penalties, bad debt costs, deficit reduction or any other comparable financial costs.
- Audit costs
- Rental costs for home office workspace owned by individuals or entities affiliated with the applicant organization.
- Generally, courses/coursework in degree-granting institutions.
- Literary publishing
- Voter registration drives and related activities.
- Lobbying, including activities intended to influence the outcome of elections or influence government officials regarding pending legislation, either directly or through specific lobbying appeals to the public.
- Alcoholic beverages.
- Awards to individuals or organizations to honor or recognize achievement.
- Purchase and/or use of gift cards and gift certificates to support project costs.
- Social activities such as receptions, parties, galas, community dinners, picnics, and potlucks.
- Gifts and prizes, including cash prizes as well as other items (e.g., electronic devices, gift certificates) with monetary value.
- Commercial (for-profit) enterprises or activities, including concessions, food, T-shirts, artwork, or other items for resale. This includes online or virtual sales/shops.
- Private events closed to the public and activities restricted to an organization's membership.

**Evaluation Criteria:**

Criteria	Description	Points Available
Respondents Experience & Qualifications	-Applicants are evaluated based on their experience on similar projects, the quality of those projects, the schedule, problems encountered, and the means to solve them -Applicants are also evaluated based on the qualifications and relevant experience of the key personnel for the project. This includes relevant knowledge and experience on similar projects that will translate into the successful execution of the project	25
Project Proposal & Approach	-Applicants are evaluated based on the project proposed and how relevant the project is to this grant opportunity. -Applicants are evaluated based on the work plan, team organization, understanding of the scope of work, project management, and communication plan, and provide services in a timely manner. -Clearly defined goals and/or proposed outcomes and an appropriate plan to determine if those goals and/or outcomes are met.	40
Community Impact	-Describe the benefit to the community, the target audience and the desired outcomes of the project completion. -Engagement with individuals whose opportunities to experience the arts are limited by geography, race or	15



	ethnicity, economics, or disability. Please feel free to use the links below to help inform a response: o Social Impact o Economic Impact	
Budget & Financials	-Realistic planning and financial sustainability. Is the budget appropriate? Are the goals achievable with the resources? -Evidence of the ability to carry out the project based on such factors as the appropriateness of the budget, clarity of the project activities, and resources involved	20
Total Maximum Points		100

Requirements During the Grant Period:



- *Legal:* Grantees must comply with fair labor standards and a drug-free workplace, and provide business EIN or social security number for tax purposes.
- *Insurance:* Best practice industry standards dictate that applicants maintain appropriate insurance coverage. Acquire general liability coverage with a limit of liability of not less than \$1,000,000 per occurrence and in the aggregate, for bodily injury and property damage.
 - Coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
 - The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
 - Alternatives if your organization does not have general liability insurance. Event Insurance purchased through a venue.
 - Event Insurance purchased through an insurance company. Numerous insurance companies provide event or special event insurance. This short-term liability coverage protects organizations during events, festivals, etc. If the organization does not have a general liability insurance policy, and the venue does not have the option to purchase insurance through it, then this might be an option.
- *Inclusion:* Grantees must provide equal access and opportunity in employment and services and may not discriminate based on race, color, ethnicity, religion, gender, ancestry, national origin, geography, age, varying abilities, pregnancy, sexual orientation, gender identity, marital status, familial status, citizenship status, or socioeconomic status.
- *Acknowledgement:* Grantees must acknowledge the grant in all project publicity and materials (whether printed, online, verbal, or other), with the City of Winter Park logo and statement “This project is funded in part by The City of Winter Park, the city of arts and culture”.
- *Recordkeeping:* Grantees must keep information (including description and photos of the project, press or publicity about the project, including use of logo or acknowledgement statement, audience demographics, and financial records) for the final report.
- *Final Report:* a final report form will be provided in your online account. This report will be due 30 days after the final project event to maintain eligibility for future funding.

Important Dates:

- Application Open: May 1st
- Application Deadline: June 30th
- Grant Review Panels: July & August (2 meetings)
- Board Approval: September Budget Hearings
- Notification of Award: After Second Reading of Budget Approval
- Funding Period: October 1st – September 30th
- Impact Report Due: November 1st (or 30 days after the project ends)



DRAFT



FY26 Grants Recipients

I. Organization Information:

Legal Name of Organization	
DBA (if applicable)	
Mailing Address	
CEO/President	
Contact Person	
Telephone	
Email	
Website	
Organization Fiscal Year	
Funding Panel	

II. Supporting Documents Checklist:

Instructions: In the order listed below, attach the following items to the application. Place an “X” in all boxes indicating what you have **included** or **not included**.

	Included	Not Included
501(c)(3) Letter from IRS		
Current By-Laws & Articles of Incorporation		
Audited Financial Statement (if org budget >\$250K)		
Last two (2) years tax returns (if org budget <\$250K)		
IRS Form 990 (most recent)		
Any IRS Correspondence Received in Last 12 Months		
Organization Chart		
Annual Report (if available)		
Proposed, Current, and Past Year Budget/Financials		
Insurance Certificate and Endorsements		
Licenses and Certificates		
Strategic Plan (if available)		
Board of Directors Policies (Oversight, Diversity, Expertise, Ethics, Disclosure, etc.) (if available)		
Letters of Partnerships & Collaborations or Memorandums of Understanding (MOU) with any other agencies or organizations		

Provide and explanation for any requested documents not attached:



III. Respondents Experience & Qualifications:

Mission Statement:

2-3 sentences

Brief History of Organization:

In 2-3 sentences, briefly describe the organization. This serves as an introduction of the organization to the review panel.

Organization Affiliation: (if applicable)

Major Organization Activities & Accomplishments:

Organization Partnerships and/or Collaborations: (if applicable)

Detail the prior experience of the organization relevant to the project being proposed:

Who are the key personnel that will be accomplishing this project proposal? Include relevant resumes and supporting information:

Provide any prior relevant work samples: Link to and / or attach videos, articles, or other forms of reviews, or media coverage of past projects.

IV. Project Proposal & Approach:

Programs or Projects the Organization Wishes to Accomplish with Public Dollars:

Project Location:

Please include venue name and physical address here if applicable.

Project Narrative:

- In 2-3 paragraphs, describe the proposed project. Address the following details:
 - What exactly will occur
 - Detailed explanation of the project /event
 - Who is involved in making this project happen and what are their roles
 - Key Staff / Volunteers
 - Identify any Artists / Historians / Scientific Experts
 - Community Partners / Leaders
 - Project relevancy to arts, culture, history, or science
 - Project accessibility to the community

Provide a description of project delivery dates including expected start date and any events that fall within the designated grant period (10/1/25 - 9/30/26). Be as specific as possible as this information will be used by Panel Reviewers to score the project's merit. Feel free to share this information in the format of a bulleted list.



V. Community Impact:

Project Potential/Impact Goals:

Provide a narrative to describe potential project impact. Be as specific as possible as this information will be used by Panel Reviewers to score the project's potential community impact:

Audience:

- Who is the target audience?
- How will the target audience engage with this project/event?
- How will success be measured?

VI. Budget & Financials:

Describe how the award will be sufficient to complete the goals of the project:

Organization Reserves: Answer the following questions about the organization's funding reserve.

- a) Does the organization currently have a funding reserve?
- b) If Yes, what is the balance of the organizations funding reserve?
- c) How does the organization fund the funding reserve?
- d) Provide the organizations guidelines for utilizing funds in the funding reserve
- e) If the organization does not have a funding reserve, what is the organizations contingency plan in the event there is a shortfall in operational funding?

Budget/Financials: Please provide a detailed line-item description of how grant funds will be budgeted and used for this project proposal.

Selection Committee Guidelines

These guidelines help ensure that the selection process for grant applications is transparent, fair, and consistent while maintaining the highest ethical standards.

Responsibilities:

Each member of the Selection Committee has the responsibility to read, understand, and comply with the provisions of this document.

- Responsibility for maintaining the integrity of the overall evaluation process;
- Scheduling and posting, in accordance with Florida Statutes, all committee meeting dates, times, and locations
- Audio recording and storing of all committee actions (note: during the evaluation meetings, the audiotape is always on);
- Documenting members' scoring and ranking information; and
- Communicating the Committee's recommendation(s) to the City Commission.

Guidelines for the Grant Selection Committee

1. Roles & Responsibilities

a. Chairperson:

- Oversee the entire selection process, from initial application review to final selection.
- Ensure the process adheres to established rules, timelines, and ethical standards.
- Facilitate committee meetings and ensure balanced discussion.

b. Committee Members/Reviewers:

- Independently review, evaluate, and score applications based on the set criteria.
- Participate in deliberations and provide insights to reach a consensus on top applicants.
- Maintain objectivity and impartiality in all evaluations.

c. Representatives

- The Selection Committee will include one member from each of the following five boards:
 - Historic Preservation Board
 - Public Art Advisory Board
 - Economic Development Advisory Board (EDAB)
 - Keep Winter Park Beautiful (KWPB)
 - Parks & Recreation Advisory Board

2. Conflict of Interest Policy

- **a. Identification of Conflicts:**
 - Committee members must disclose any personal, financial, or professional relationships with applicants or organizations seeking grants.
 - A conflict of interest may arise if a committee member stands to gain personally from the outcome, has close personal relationships with applicants, or works closely with a competing organization.
- **b. Handling Conflicts:**
 - Committee members with conflicts must recuse themselves from reviewing or scoring that particular application.
 - If a member has multiple conflicts, consider whether they should continue to participate in the process.
 - Maintain transparency by documenting and addressing conflicts of interest.

3. Evaluation Process

- **a. Evaluation Criteria:**
 - Use the predefined scoring rubric that reflects the grant's goals and priorities.
- **b. Scoring System:**
 - Assign numerical scores for each criterion, with clear explanations for each score.
 - Provide qualitative feedback to justify scoring decisions, particularly for very high or low scores.
- **c. Consistency & Fairness:**
 - Ensure all applications are evaluated using the same criteria and process.
 - Reviewers should aim to be consistent in their scoring to ensure equity.
 - Encourage committee members to avoid biases based on personal preferences or other non-relevant factors.

4. Confidentiality

- **a. Handling of Information:**
 - Committee members must treat all applications, discussions, and scoring outcomes as confidential.
 - Avoid sharing sensitive applicant information or deliberations outside the committee.
 - Applications should only be discussed within the context of formal committee meetings.
- **b. Security of Materials:**
 - All documents related to the applications (physical or digital) should be securely stored.
 - Ensure that digital documents are only shared through secure platforms and are password protected if necessary.
 - Upon completion of the review process, all materials should be returned or securely disposed of.

c. Accordance to Sunshine Law

- https://issuu.com/cityofwinterpark/docs/board_member_handbook

5. Fairness and Transparency

- **a. Non-Discrimination:**
 - Ensure that the selection process is free from bias related to race, gender, age, religion, disability, or other protected characteristics.
 - Every applicant should have an equal opportunity to be evaluated based solely on merit and the alignment of their proposal with the grant's objectives.
- **b. Transparency in Process:**
 - Maintain openness regarding the criteria, deadlines, and procedures for decision-making.
 - Share selection timelines with applicants and stick to the announced schedule.
 - Keep records of all key decisions for transparency and accountability.

6. Committee Deliberations

- **a. Open Discussion:**
 - Encourage all committee members to share their perspectives on each application.
 - Reviewers should be prepared to explain their scores and evaluations during deliberations.
 - Avoid domination by any single committee member; foster balanced, respectful debate.
- **b. Consensus Decision-Making:**
 - Aim for consensus on top applications through discussion and compromise.
 - If a consensus cannot be reached, use majority voting or further deliberation to finalize decisions.
 - Ensure that differences of opinion are respected and considered before the final decision.

7. Ethical Considerations

- **a. Integrity and Objectivity:**
 - Committee members must act with the highest level of integrity, ensuring decisions are based solely on the merit of the applications.
- **b. Avoidance of Improper Influence:**
 - Avoid allowing personal relationships, external pressure, or political considerations to influence decisions.
 - Report any attempts to unduly influence the decision-making process.
- **c. Commitment to the Grant's Mission:**
 - Ensure the grant selections reflect the overarching mission and values of the funding body.

8. Feedback and Communication with Applicants

- **a. Providing Constructive Feedback:**
 - Offer detailed feedback to applicants, particularly unsuccessful ones, to help them improve for future opportunities.
 - Ensure feedback is specific, balanced, and focuses on the strengths and weaknesses of the application.
- **b. Communication of Results:**
 - Communicate decisions to applicants in a clear, professional, and timely manner.
 - Maintain a supportive tone, especially when communicating rejections.
 - Provide information on further opportunities or support services if applicable.

**item type**

Discussion Item (s)

meeting date

February 13, 2025

prepared by

Randy Knight, City Manager

approved by

Randy Knight, City Manager

subject

Billboard Swap

motion | recommendation

Select the proposal that is in the best interest of the City.

background**Proposals for Billboard Swap:**

The City of Winter Park issued a request for proposals that would allow consideration of offers for the City Commission to approve a new billboard along Interstate Four (I-4) in the vicinity of the Fairbanks Avenue interchange in return for the removal of existing billboards at other locations within the city. This was done pursuant to Section 58-138, Subsection (b) of the Sign Code. The request for proposals limited the consideration of the new I-4 billboard to a static face only on the south face for visibility by northbound traffic and either a static or digital face on the north face for visibility by southbound traffic.

The City received three proposals (complete proposals attached) and summarized as:

Lamar Advertising: New location to be at 600 Baffie Avenue in return for removal of the one (1) digital electronic billboard at 1621 Lee Road in conjunction with the erection of the new I-4 billboard.

Outfront Media LLC: New location to be at 600 Baffie Avenue in return for removal of three (3) static face billboards at 2090 Aloma Avenue; 2145 Aloma Avenue and 2431 Aloma Avenue in conjunction with the erection of the new I-4 billboard.

Clear Channel Outdoor: New location to be at 2600 W. Fairbanks Avenue in return for removal of three (3) billboards with removal of two (2) billboards at 2095 W. Fairbanks Avenue and at 1873 W. Fairbanks Avenue in conjunction with the erection of the new I-4 billboard and removal of the billboard at 2522 Aloma Avenue in the Year 2040.

Staff Analysis:

The proposal by Lamar Advertising does not appear competitive with the other two proposals.

While the proposed removal is a digital electronic billboard with changing messages, the proposal removes just one (1) billboard structure versus the other proposals removing three billboard structures. The provisions of Section 58-138 (b) state that the goals of the City are in "improving the aesthetic appeal of the city, in reducing the number of outdoor advertising (billboard) signs".

The proposal by Outfront Advertising appears advantageous to the other proposals in terms of the timing of the removals by immediately removing three (3) static faced billboard structures in conjunction with the erection of the new I-4 billboard. The caveat is that the proposed I-4 billboard structure (pole and faces) exceed the private parcel size of 600 Baffie Avenue. The City would need to annex the adjacent right-of-way of Baffie Avenue and enter into a right-of-way encroachment agreement to allow the new I-4 billboard faces to cantilever over the street right-of-way approximately 60 feet above the roadway.

The proposal by Clear Channel Outdoor is competitive in offering three (3) static faced billboard structures; two (2) billboards in conjunction with the erection of the new I-4 billboard and the third billboard in 15 years in the Year 2040. This proposal has the advantage of allowing for the entire billboard structure to be placed on commercial zoned and utilized property at 2600 W. Fairbanks Avenue approximately 65 feet further from the adjacent neighborhood.

Excerpts of the three proposals are attached for your quick review. The entire complete proposals from each company are also attached individually.

Each company will be present at the work session and should be allowed 5-10 minutes to present their proposal.

alternatives | other considerations

The Commission can choose not to accept any of the proposals.

fiscal impact

None.

attachments

1. Lamar Advertising Summary Excerpt
2. Outfront Media Summary Excerpt
3. Clear Channel Outdoor Summary Excerpt
4. Cover Letter - Lamar Advertising LOI4-25
5. Lamar Advertising Full Proposal
6. Cover Letter - Outfront
7. Outfront Full Proposal
8. Clear Channel Full Proposal including cover letter

Billboard Redevelopment | City of Winter Park

Lamar Advertising of Orlando is proposing the removal of an existing back to back digital billboard structure, with 16 faces, at 4621 Lee Road, Winter Park, FL.

PANEL #79009

📍 N/S Lee Road w/o N. Orlando Ave F/W

Location #1



PANEL #79010

📍 N/S Lee Road w/o N. Orlando Ave F/E

Location #1



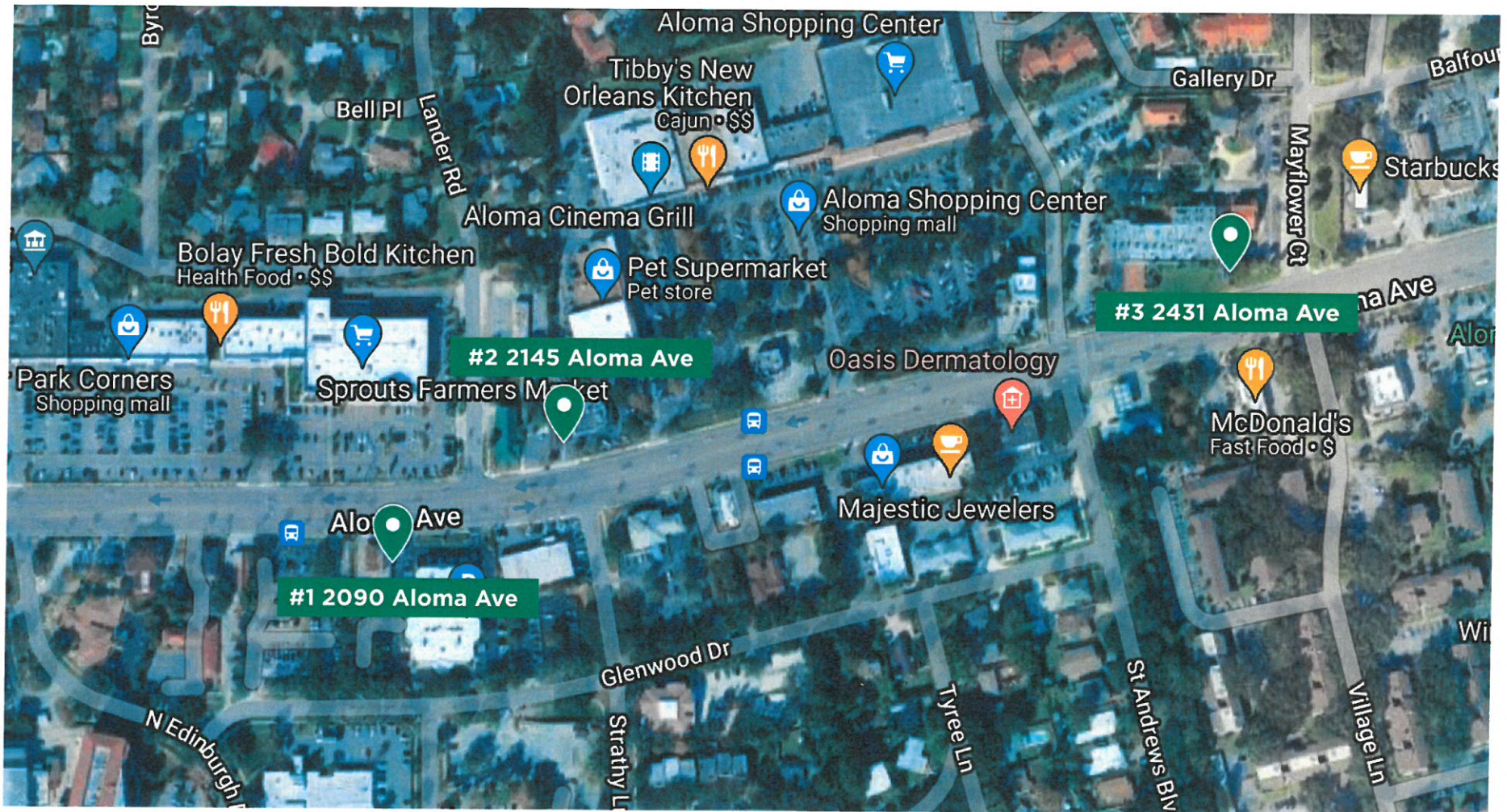
*This is the **only** billboard asset Lamar has in the City.*

LAMAR AD CO
1902
YOU BELONG HERE
YOU BELONG HERE
LAMAR AD CO
1902

Outfront Media

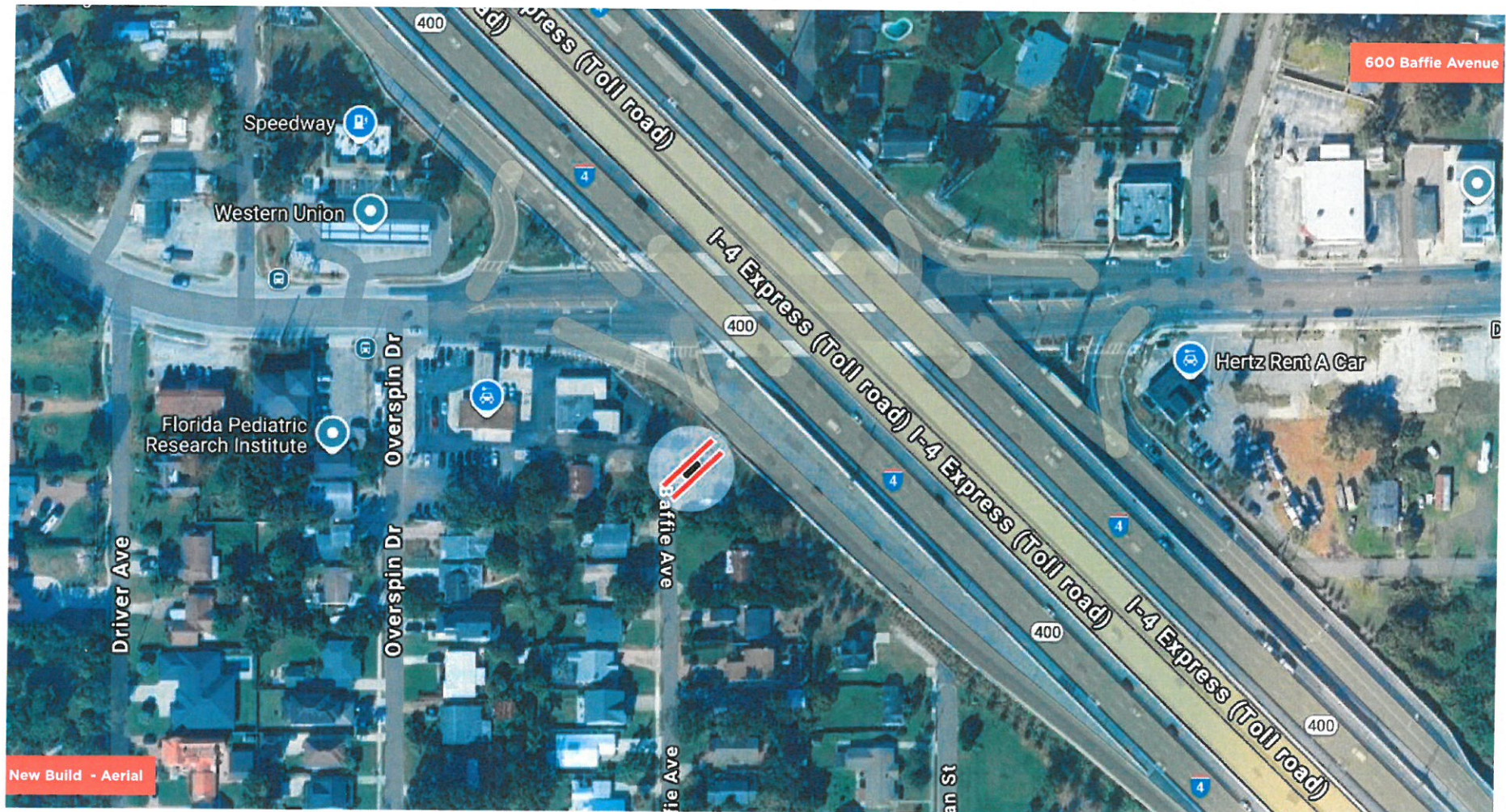
Billboards to be Removed

11



Outfront Media - Billboard Location

25



Privileged & Confidential



Privileged & Confidential



Privileged & Confidential

Exhibit D

Photographs of Each Outdoor Advertising Sign to be Removed:

2095 W Fairbanks Ave



1873 W Fairbanks Ave



2522 Aloma Ave



Clear Channel Outdoor

Exhibit A

Proposed Sign Location: 2600 W Fairbanks Ave





Lamar Advertising of Orlando
6700 Shadowridge Drive, Suite 250
Orlando, FL 32812
www.Lamar.com

December 17, 2024

Mayor & City Commissioners
City of Winter Park
401 S. Park Avenue
Winter Park, FL 32789

RE: Letter of Interest - LOI4-25

Dear Mayor and City Commissioners:

Per the letter of interest dated November 15, 2024, issued by the City of Winter Park Procurement Division, Lamar Advertising and the Stacy J. Thornton Revocable Trust are pleased to submit for consideration an FDOT conforming site at 600 Baffie Ave at the Southwest corner of I-4 and Fairbanks Ave.

We have attached all supporting documents requested in the LOI and have shown sufficient proof that it supports the site's viability and will comply with all requirements of the LOI. Additionally, Lamar Advertising has put together a proposal that we feel gives the city the most value in return for the new site at 600 Baffie Avenue through the removal of 16 digital faces in the City of Winter Park, creating a partnership with the City through an advertising agreement on the new I-4 billboard, and optional enhanced architectural design improvements to the billboard structure (to be co-designed and approved by the City of Winter Park).

The proposal is forward-leaning in its intent to upgrade the aesthetics in the traditional city while providing valuable advertising opportunities to the City to communicate to travelers along I-4 and use the latest technology to minimize light pollution.

Thank you for this opportunity; we look forward to working with you on this project soon.

Best,

Matt Howard
VP|GM
Lamar Advertising of Orlando
mhoward@lamar.com
689-220-4197

Lamar Advertising of Orlando, FL

Billboard Redevelopment RFP - City of Winter Park, FL

RE: Letter of Interest - LOI4-25

Billboard Redevelopment | City of Winter Park

Lamar Advertising of Orlando is proposing the removal of an existing back to back digital billboard structure, with 16 faces, at 4621 Lee Road, Winter Park, FL.

PANEL #79009

© N/S Lee Road w/o N. Orlando Ave F/W

Location #1



PANEL #79010

© N/S Lee Road w/o N. Orlando Ave F/E

Location #1

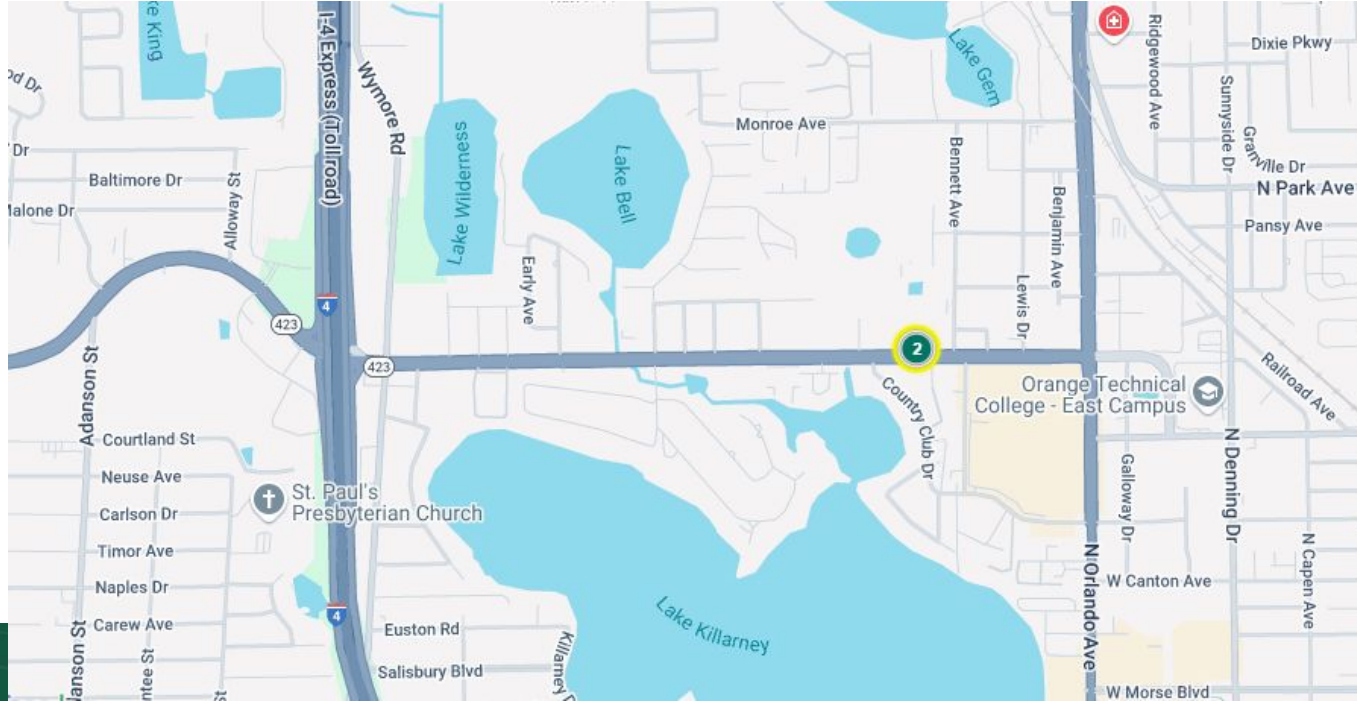


*This is the **only** billboard asset Lamar has in the City.*

LAMAR AD CO
1902
YOU BELONG HERE
YOU BELONG HERE
1902
LAMAR AD CO

Billboard Redevelopment | City of Winter Park

Lamar's billboard is a multi-digital billboard located at **4621 Lee Road, Winter Park, FL**.



LAMAR AD CO
1902
YOU BELONG HERE
YOU BELONG HERE
1902
LAMAR AD CO

*This is the **only** billboard asset Lamar has in the City.*

Billboard Redevelopment | City of Winter Park

Lamar is the controlling interest in the Billboard located on Lee Road, west of Orange Ave:

WEB

2024 Tangible Personal Property



ORANGE COUNTY TAX COLLECTOR

SCOTT RANDOLPH

INDEPENDENTLY ELECTED TO SERVE YOU

Orange County Notice of Ad Valorem Taxes
& Non-Ad Valorem Assessments

LAMAR ADVERTISING OF ORLANDO

LAMAR COMPANY LLC
PO BOX 66338
BATON ROUGE, LA 70896-6338

Account Number: 0606295-4

Assessed Value: 8,173

Millage Code: 6 WP

TPP Number: SGN-001542

Address: 1621 LEE RD WINTER PARK

Exemptions: Amendment 1

Parcel Number: 01-22-29-5040-00-040

[Link to Full Copy of the Property Tax Form](#)

LAMAR AD CO
1902
YOU BELONG HERE
YOU BELONG HERE
1902
LAMAR AD CO

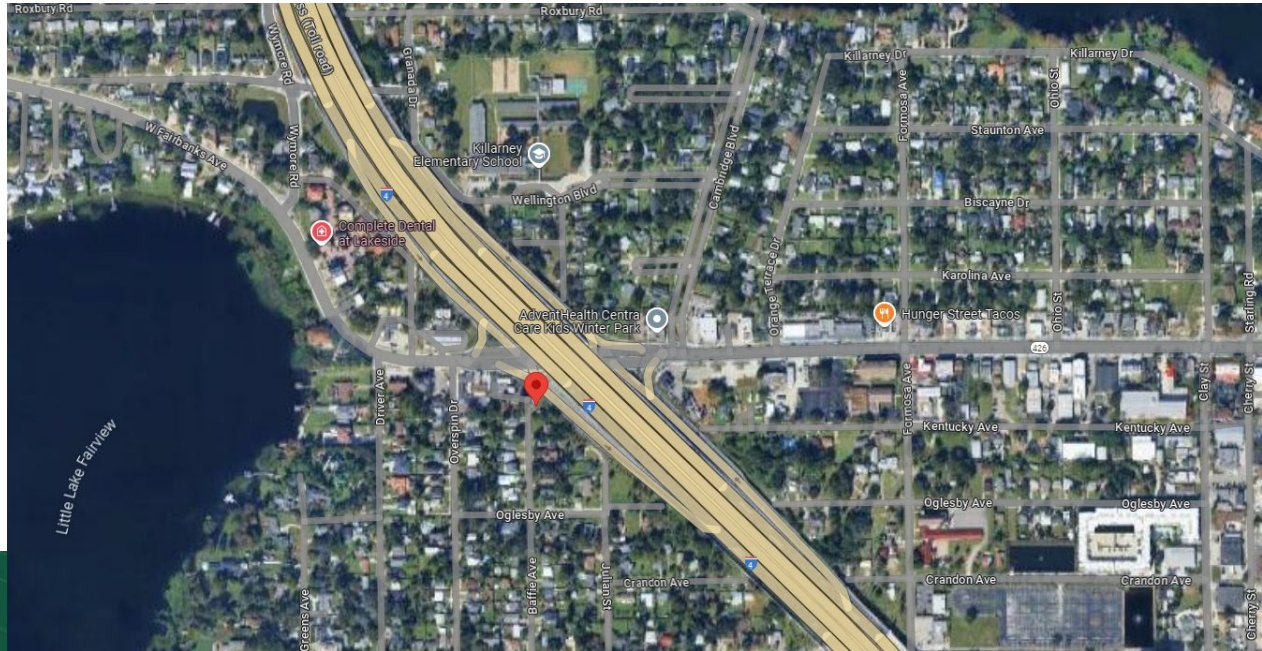
Billboard Redevelopment | City of Winter Park

- In exchange for the removal of Lamar Panel #s 79009 & 79010, Lamar would build a new Billboard Structure on W/S I-4 south of Fairbanks at 600 Baffie Ave.
- The right hand read face (serving westbound traffic) would be Digital, and the left hand read face (serving eastbound traffic) would be a static display.
- Removal and Construction of a fully permitted, new site on I-4 would happen simultaneously to save on contractor travel and labor costs.
- This exchange would trade 16 advertising “faces” for 9 “faces”. As well as remove the only existing billboard on the east end of Lee Road, near Orange Ave (US Hwy 17/92).

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1902
LAMAR AD CO

Potential I-4 Site in the City of Winter Park

-Proposed Billboard Site at 600 Baffie Ave. Winter Park, FL, near the intersection of I-4 and Fairbanks Ave.



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Letter of Authorization:

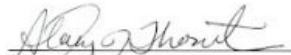
Stacy J. Thornton Revocable Trust

600 Baffie Ave. Winter Park, FL

December 10, 2024

Dear Mayor & City Commissioner:

Please be advised that I hereby grant permission to Lamar Advertising of Orlando a/k/a Lamar Company, LLC to apply for all government approvals necessary to erect and maintain an outdoor advertising sign (billboard) and to erect such billboard sign on the property located at 600 Baffie Avenue, City of Winter Park Florida; Orange County Property Appraiser parcel number 11-22-29-2248-01-060 (the "Property"). This authority shall apply to any approvals by the City of Winter Park, Orange County, and the Florida Department of Transportation.


Stacy J. Thornton, Trustee
Stacy J. Thornton Revocable Trust

STATE OF FLORIDA
COUNTY OF ORANGE

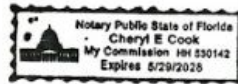
BEFORE ME, the undersigned authority, personally appeared Stacy J. Thornton, Trustee, who, being duly sworn acknowledged that he signed the foregoing Affidavit freely and voluntarily, with authority, and for the purposes therein expressed.

WITNESSED my signature and official seal on this 10th day of December 2024.


Notary Public State of Florida

My commission expires:

Seal:



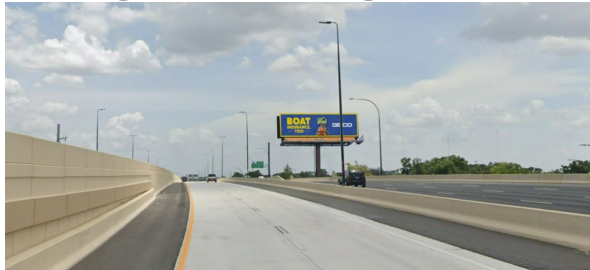
☒ personally known to me
☐ showed identification _____

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1902
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YOU BELONG HERE
1902
LAMAR AD CO

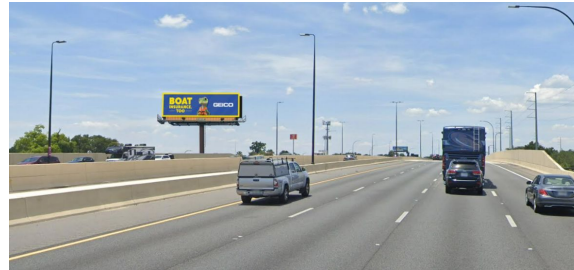
Billboard Redevelopment | City of Winter Park

Proposed New Billboard would have Two (2) 14x48 Faces, be at a max height of 85' or less, feature One (1) Digital Face, and One (1) Static Face.

Digital: 14x48 Right Read



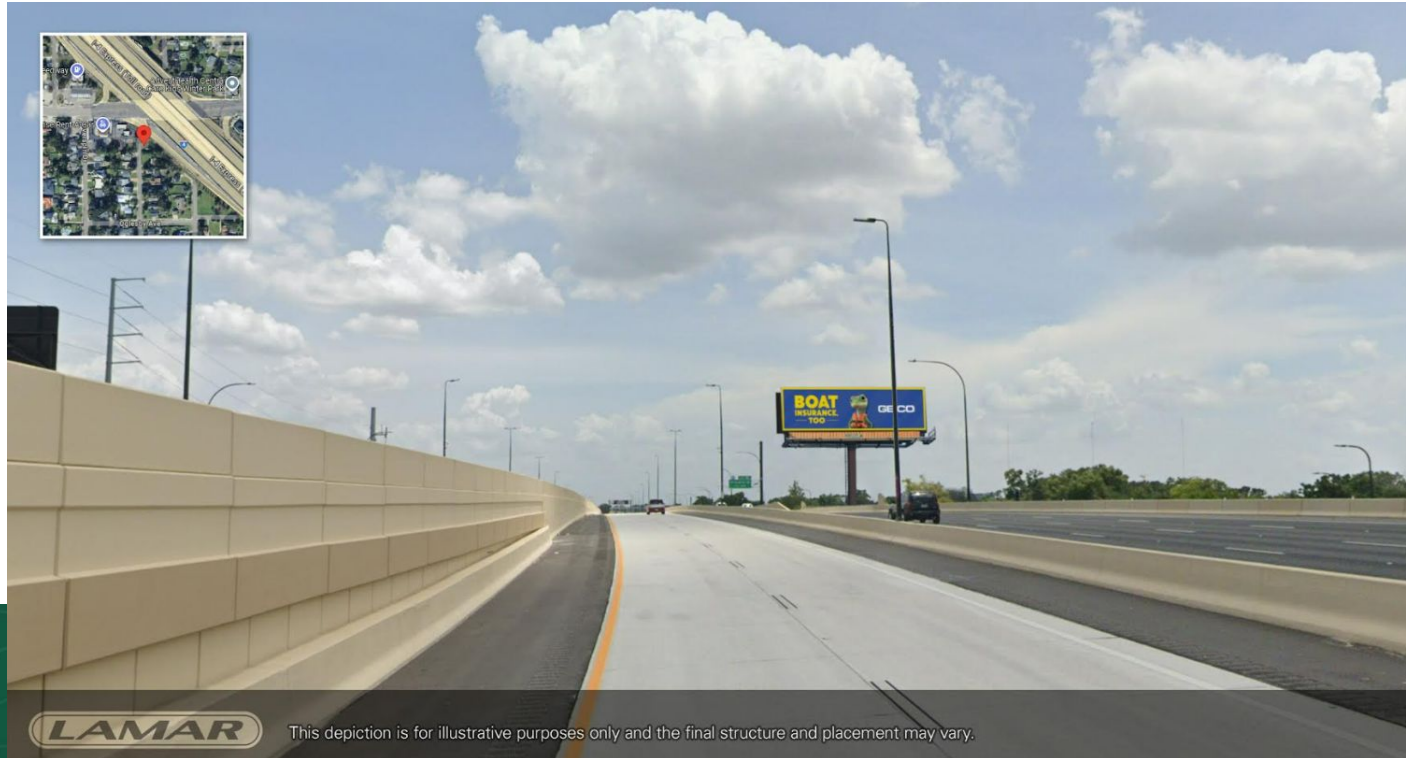
Static: 14x48 Left Read



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Billboard Redevelopment | City of Winter Park

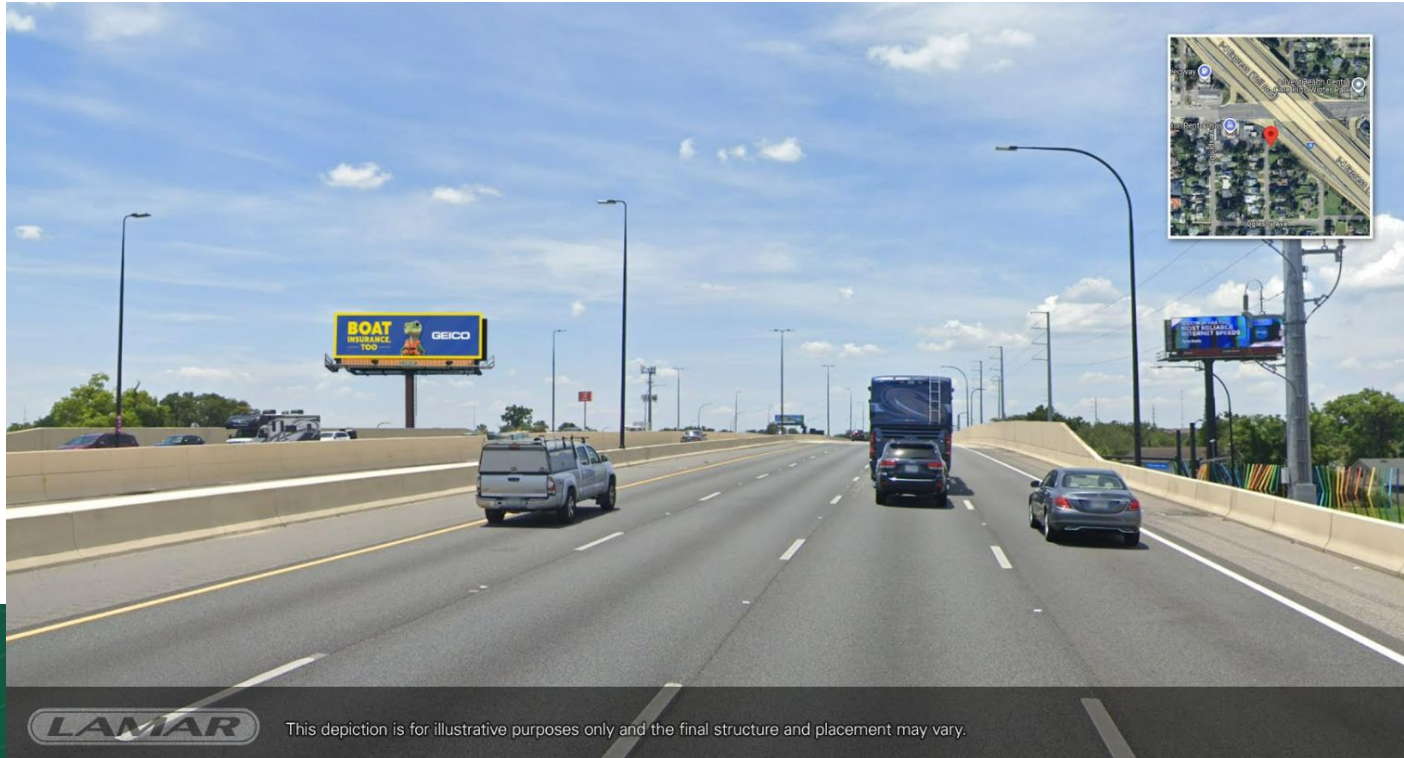
Right Hand Read Rendering: Digital, for Westbound Traffic on I-4



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Billboard Redevelopment | City of Winter Park

Left Hand Read Rendering: STATIC, for Eastbound Traffic on I-4



This depiction is for illustrative purposes only and the final structure and placement may vary.

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Architectural Enhancements for a more aesthetically pleasing billboard:

- Lamar has the capability of “wrapping” the structure with Enhanced Architectural elements that would strive to match the aesthetics of the City, and enhance the look of the structure from I-4. If chosen, Lamar would like to submit a design for city review and approval.
- Here is an example that Lamar has constructed in other markets around the state and country:



Billboard Redevelopment | City of Winter Park

Enhanced Design Examples:

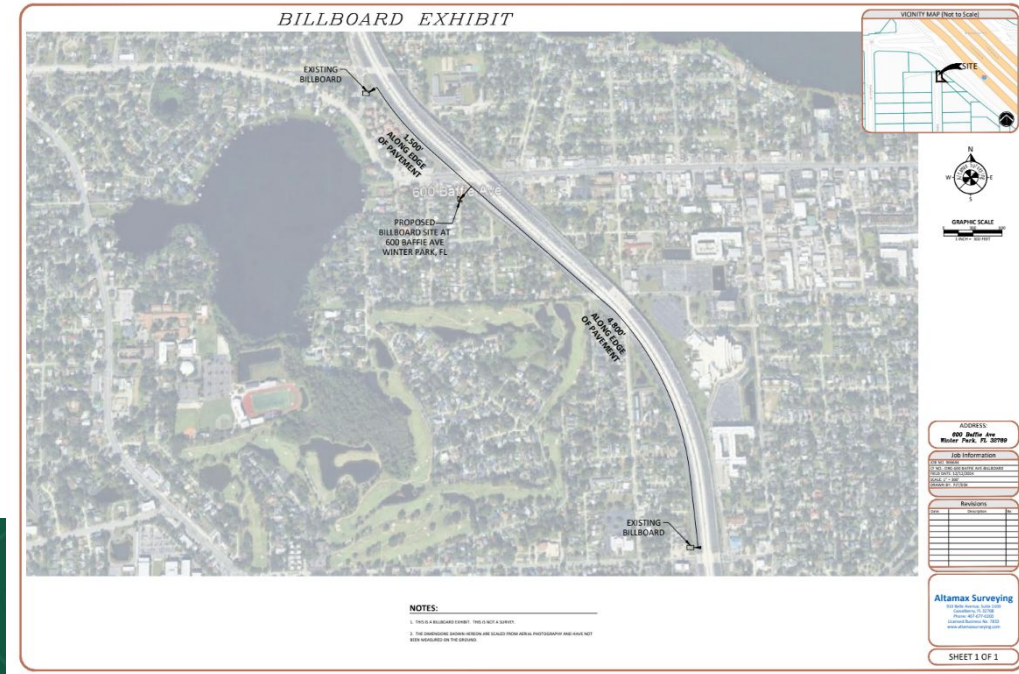
This design features a Brick Pedestal Base with Metal Elements at the top near the Head and Advertising Face.



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Billboard Redevelopment | City of Winter Park

The proposed billboard location meets FDOT Spacing requirements of 1500' between other billboards.



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Light Analysis for DB 14'x48

Lamar

Winter Park, FL

Values expressed are specific to Daktronics product only

Date: 12/17/2024

Prepared by: Eric Johnson



- Display at 3% of Maximum Daytime Brightness(6,500)
- Calculations take into account an overall height of 85'
- Any rise or fall in elevation or physical blockage is not shown in calculations

*Calculations are based on Red, Green, and Blue LEDs (White Content) powered to their maximum potential for nighttime viewing. Values are shown in footcandles (fc).

Light Analysis:

Louvers built into the display modules, direct the RYG light towards the roadway its intended to read to, mitigating light pollution in the peripheral.

Billboard Redevelopment | City of Winter Park

PROCEDURES NEEDED TO COMPLETE THE TRANSACTION

- Stacy J. Thornton Revocable Trust ("the Owner") is the owner of the property where the billboard shall be located.
- The property is located at 600 Baffie Avenue, Orange County Property Appraiser Parcel ID 11-22-29-2248-01-060 (the "Property").
- The City of Winter Park annexed the Property in 2012. However, at that time no zoning or future land use category was assigned. The Owner requests the City give the Property a C-3 Zoning and Commercial Future Land Use category.
- The Owner requests the City vacate the abandoned portion of the Baffie Avenue Right of Way.
- Under City Code 58-135(7), "Outdoor advertising signs or offsite advertising signs indicating other than the business, service or other activity sold, offered or conducted on the property [shall be prohibited]." We request the City adopt a resolution waiving this code section or otherwise grant a variance to allow the construction of the planned billboard.
- Under City Code 58-124(e)(3), there is no provision allowing off site signage on C-3 zoned properties; a billboard is not included in the allowed signage. We request the City adopt a resolution waiving this provision or otherwise grant a variance to allow the construction of the planned billboard.
- The Owner requests the City grant any other approvals or permissions deemed necessary to allow the construction of the planned billboard.

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How Lamar's Digital Displays Work:

Lamar's Digital Displays are typically segmented into a maximum of eight (8) Advertising Slots. Each slot has a dwell time of :06 second, and the display rotates each slot in use 24 hours a day.



Slot A	POWER CRUNCH		POW		SPROUTS	SPROUTS	
Slot B	ADVENT HEALTH						RAISING CANE'S REST.
Slot C	RAISING CANE'S RESTAURANT					ADVENT HEALTH	
Slot D	* PINSTRIPE		XCARET		XCARET		
	Orlando	US M					
Slot E	MA 06/01/2024-07/17/2024 (6 weeks 5 days)						
Slot F	ORLANDO HEALTH						
Slot G	LEGALLY PINK LAW, PLLC.						
Slot H							

Billboard Redevelopment | City of Winter Park

In addition to the removal of the Lee Road structure, Lamar would create an additional slot on the digital that would be for the exclusive use of the City, for City functions, announcements, events, etc. This arrangement would be for the life of the site and could be used year round.



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1902
LAMAR AD CO





Digital Display Benefits



LOCATION

Digital Displays are positioned on the most traveled roadways in the area, at highly visible locations.

COST

Rates for digital advertising space are comparable to traditional outdoor advertising rates. Digital, like other outdoor formats, costs less than other forms of traditional mass media.

NO PRODUCTION

There are no production costs added to the space rate when advertising on Digital. There is no wait time for printing or installation, so ads can be up on the street more quickly.



CONTROL

Schedule and manage content for your digital location(s) with Lamar's custom, web-based software. Upload your own creative, or let our team submit the artwork.

FLEXIBILITY

Upload and schedule new creative at will with ease and with no limits. Change your creative to keep your audience interested, or try one of our iSpot capabilities to bring real-time data to your ad.

SPEED

Get a message to the public faster than you can with any other media. If your business or organization has a need for urgent messaging, digital will be the perfect promotional tool for you.



More and More, customers and landowners are enjoying the benefits of Lamar's Digital Display platform.

More control, Faster Turnaround, More Opportunity for local businesses to advertise.

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1902
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YOU BELONG HERE
1902
LAMAR AD CO

Elevating the Community:

Connecting worthwhile organizations with the traveling consumer.



Elevating the Community

Lamar's Digital Platform allows us to DONATE millions of dollars worth of advertising time to local Law Enforcement, Public Service Organizations and Community Service Messages at little to no cost. The speed of the product allows us to be nimble, as "life happens" fast we want to be able to move just as quickly and provide timely service and messaging for the benefit of the communities we serve and live in.



BOYS & GIRLS CLUBS
OF AMERICA



Children's Home Society
of Florida



Orange County
Public Schools



Emergency Alert Slots (EAS)

Every Lamar Digital Display is equipped with up to 3 EAS slots, that are activated as needed (Local, State, National)

When activated, each spot “appears” in the rotation and advertises timely announcements provided by the entity requesting it. This process is automated through our Network Operations Center (NOC) in Baton Rouge, LA and does not require local interface or communication to enable this content.

White Toyota

Jordan Belliveau

Male | Age 2 | Black hair

Any info call: 727-587-6730



MISSING



Emergency Communication Capabilities

Additionally, as needed, we will work with local authorities to assist in police activities and efforts in finding a missing person, or apprehending a fugitive of the law. Artwork is created locally and pushed to all available displays for use in the effort, for as long as necessary. Our success rate has been stellar over the years and every police district that has used the capability has reported that its been a huge help to their efforts.



Municipal Real Estate Partner Testimonials



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1902
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1902
LAMAR AD CO

Lamar Advertising of Orlando

For specific questions about how we can serve the City in the future, please contact:



Matt Howard
Vice President & General Manager
Lamar Advertising of Orlando, FL

mhoward@lamar.com
689-220-4197

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1902
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December 17, 2024

City of Winter Park

Attn: Mayor Sheila DeCiccio
& City Commissioners
401 South Park Avenue
Winter Park, FL 32789

Re: City of Winter Park Billboard Swap

Dear Mayor and City Commissioners:

Please find Outfront's submission for the City of Winter Park billboard swap initiative. Under Section 58-138, Subsection (b) of the Winter Park Land Development Code/Sign Code, allows the City Commission to approve new outdoor advertising signs, including billboards, in exchange for a net reduction in existing outdoor advertising signs within the city. Enclosed is our application.

We would like to note that upon approval and **prior** to construction of the new billboard, Outfront will immediately remove three (3) existing structures, each with two (2) faces, for a total of six (6) sign faces. Our project will result in a total of 4,032 square feet of signage removed within the City of Winter Park, a net reduction of 2,688 square feet.

Should you have any questions, please feel free to contact me. I can be reached at 321-280-2848 or at Courtney.Karolick@outfront.com.

Sincerely,

Courtney Karolick
Real Estate Representative

CC: Jennifer Maier, CPPB – Procurement Manager – via email at jmaier@cityofwinterpark.org

635 W. Michigan Street, Orlando, Florida 32805

T 321-280-2848 **E** courtney.karolick@outfront.com **W** outfrontmedia.com

OUTFRONT MEDIA LLC

WINTER PARK, FLORIDA **BILLBOARD REDUCTION PROJECT**

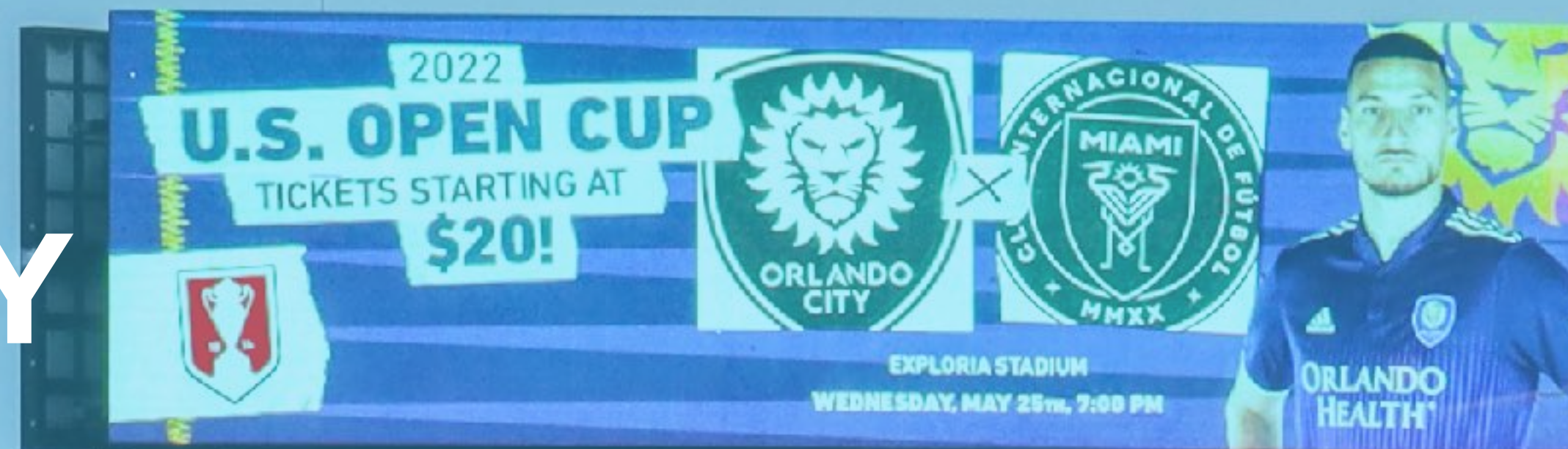
DECEMBER 17, 2024

OUTFRONT

COMPANY INTRO

SECTION

1





An OUTFRONT digital display in Orlando

ABOUT OUTFRONT

- Publicly traded on NYSE: OUT
- Headquartered in New York City; local Orlando offices at 635 West Michigan Street
- Financial wherewithal to fully support all aspects of the project
- Largest out-of-home advertising firm and salesforce in North America
 - 2,200+ employees
 - 700+ salesforce
- 67,000+ large-format displays, 500,000+ total
- One-stop shop from design and permitting, to sales, operations, and maintenance
- Met every contractual obligation throughout its 84-year history
- One of “America’s Greatest Workplaces” in 2024 per Newsweek



OUTFRONT is large enough to provide financial stability and small enough to provide operational excellence

OUTFRONT'S TOP LOCAL ADVERTISERS IN WINTER PARK (PAST & PRESENT)



Winter Park Chiropractic
and Physical Medicine



PROJECT PLAN

SECTION

2



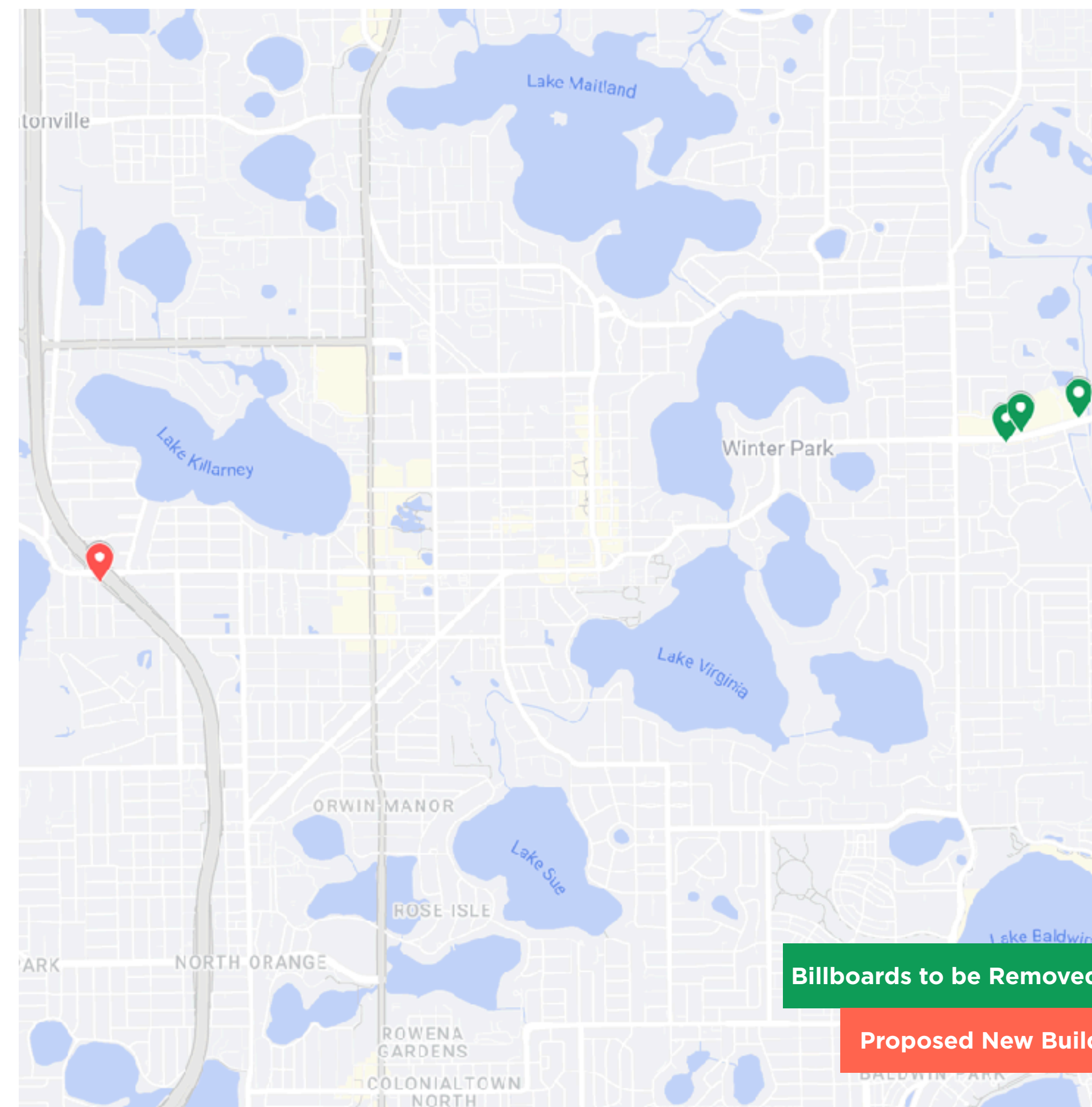
PROJECT PLAN & WHY THIS MAKES SENSE

The City of Winter Park is inviting proposals for an agreement under Section 58-138, Subsection (b) of the Winter Park Land Development Code/Sign Code, which allows for new billboards in exchange for a net reduction in existing signs within the City.

The City and OUTFRONT have identified 600 Baffie Avenue as a potential site for the new billboard, depicted to right in red. The new billboard's south face will be static while the north face will be digital, both measuring 14'x48', with an overall height of approximately 50' above I-4.

Upon approval and prior to construction of the new billboard, OUTFRONT will immediately remove three (3) existing structures, each with two (2) faces for a total of six (6) sign faces.

Our project results in a total of 4,032 square feet of signage removed within the City, a net reduction of 2,688 square feet!



PROCEDURES NEEDED TO COMPLETE THE TRANSACTION

- Stacy J. Thornton Revocable Trust (“the Owner”) is the owner of the property where the billboard shall be located.
- The property is located at 600 Baffie Avenue, Orange County Property Appraiser Parcel ID 11-22-29-2248-01-060 (the “Property”).
- The City of Winter Park annexed the Property in 2012. However, at that time no zoning or future land use category was assigned. The Owner requests the City give the Property a C-3 Zoning and Commercial Future Land Use category.
- The Owner requests the City vacate the abandoned portion of the Baffie Avenue Right of Way.
- Under City Code 58-135(7), “Outdoor advertising signs or offsite advertising signs indicating other than the business, service or other activity sold, offered or conducted on the property [shall be prohibited].” We request the City adopt a resolution waiving this code section or otherwise grant a variance to allow the construction of the planned billboard.
- Under City Code 58-124(e)(3), there is no provision allowing off site signage on C-3 zoned properties; a billboard is not included in the allowed signage. We request the City adopt a resolution waiving this provision or otherwise grant a variance to allow the construction of the planned billboard.
- The Owner requests the City grant any other approvals or permissions deemed necessary to allow the construction of the planned billboard.

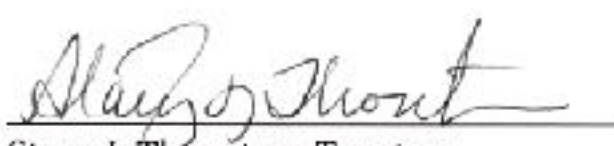
PROPERTY OWNER AUTHORIZATION

STACY J THORNTON REVOCABLE TRUST
1226 Mount Vernon Street
Orlando, FL 32803

December 10, 2024

Dear Mayor & City Commissioner:

Please be advised that I hereby grant permission to Outfront Media, LLC to apply for all government approvals necessary to erect and maintain an outdoor advertising sign (billboard) and to erect such billboard sign on the property located at 600 Baffie Avenue, City of Winter Park Florida; Orange County Property Appraiser parcel number 11-22-29-2248-01-060 (the "Property"). This authority shall apply to any approvals by the City of Winter Park, Orange County, and the Florida Department of Transportation.

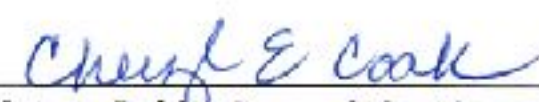


Stacy J. Thornton, Trustee
Stacy J. Thornton Revocable Trust

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Stacy J. Thornton, Trustee, who, being duly sworn acknowledged that he signed the foregoing Affidavit freely and voluntarily, with authority, and for the purposes therein expressed.

WITNESSED my signature and official seal on this 10th day of December 2024.



Notary Public State of Florida

My commission expires:

☒ personally known to me
☐ showed identification _____

Seal:



DISTANCE CERTIFICATION



Privileged & Confidential

FORFEITED SIGNAGE

SECTION

3



OUTE MONT/

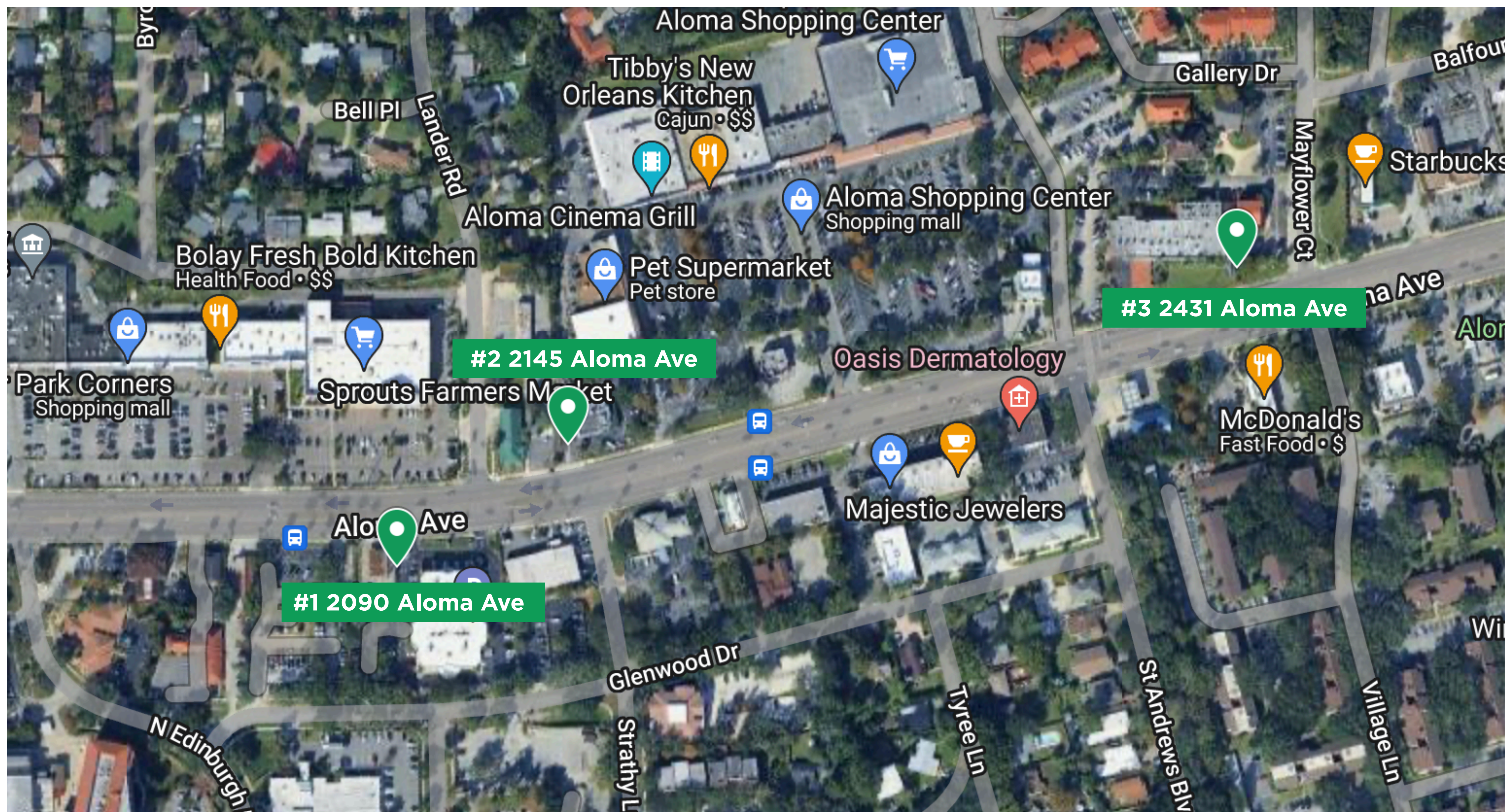


2056

PRESTON CARE CENTER
ENTER FOR PAID WORK

Billboards to be Removed

11



MARKET
Orlando

BOARD #
177E-A

ADDRESS
Aloma Ave, .20 mi E/O Lakemont Ave; S/S F/E

2090 Aloma Avenue



18+ Weekly Imp: 18,000

Size: 14'x48'

Area: Orange

Zip Code: 32792

Latitude: 28.600262

Longitude: -81.324816

Material: Vinyl

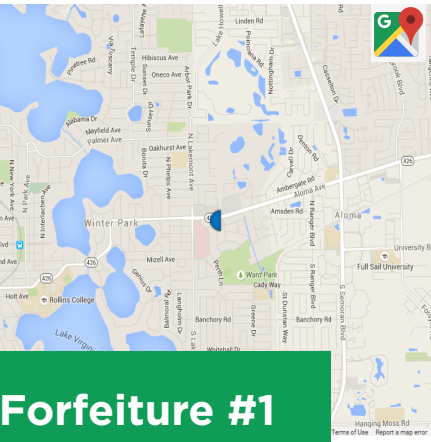
Illuminated: Yes

Extension: No

Spec Sheet: B702X-BB

geopath ID#: 30450227

Notes: Wrapped Trivision



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OUTFRONT/

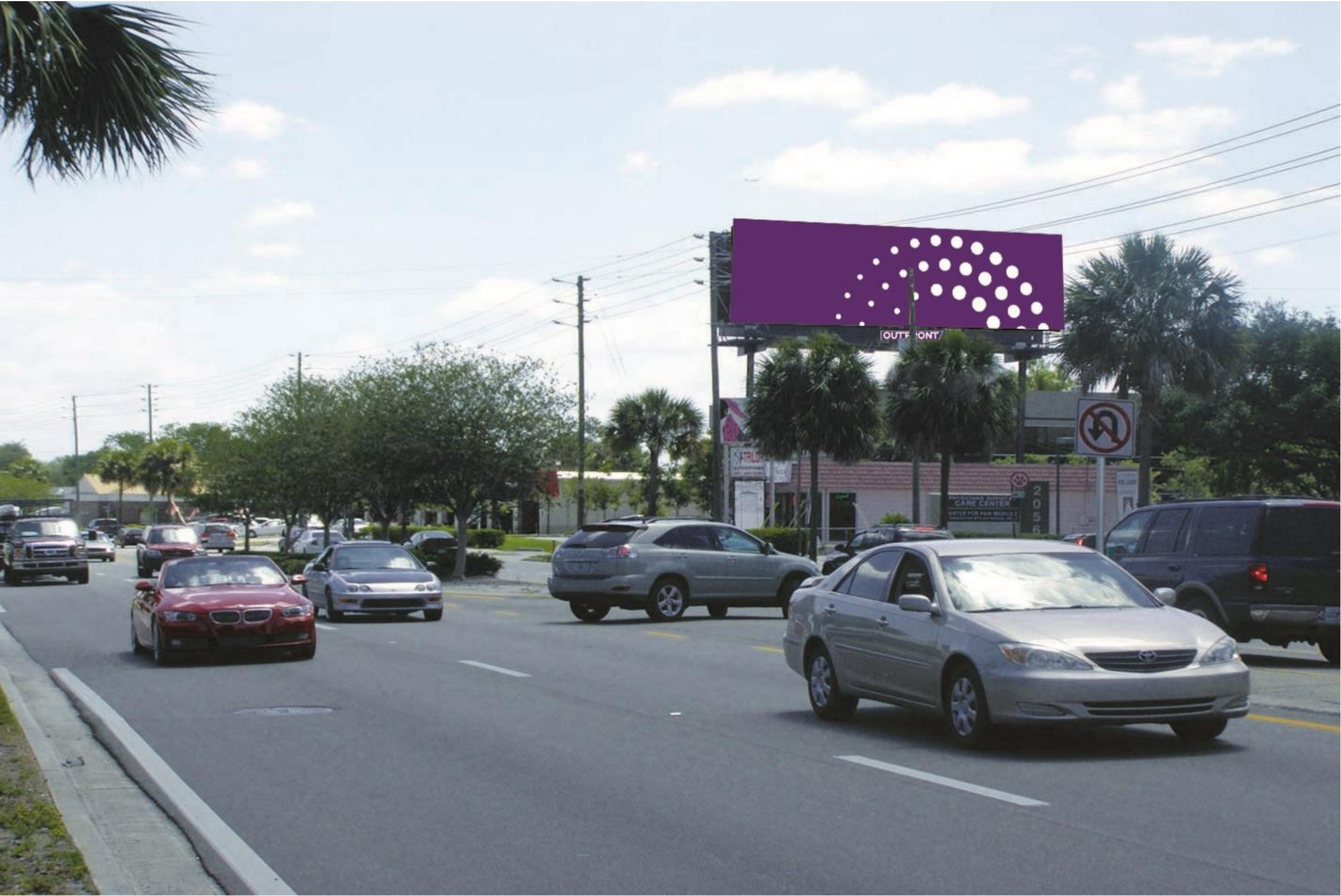
Privileged & Confidential

MARKET
Orlando

BOARD #
10177W

ADDRESS
Aloma Ave, .20 mi E/O Lakemont Ave; S/S F/W

2090 Aloma Avenue



18+ Weekly Imp:

Size: 14'x48'

Area: Orange

Zip Code: 32792

Latitude: 28.600262

Longitude: -81.32484

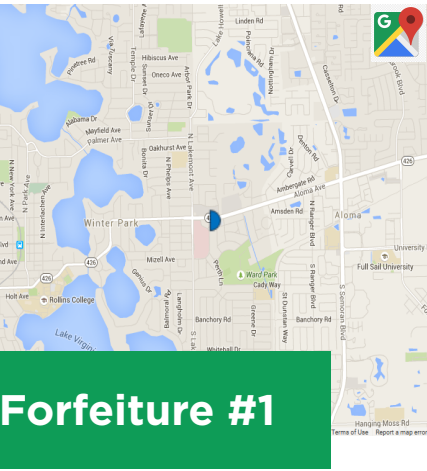
Material: Black Backed Vinyl

Illuminated: Yes

Extension: Yes

Spec Sheet: B1Z

geopath ID#: 581862



t,

OUTFRONT/

Privileged & Confidential

TAX BILL: 2090 ALOMA AVENUE

WEB

2024 Tangible Personal Property



ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
INDEPENDENTLY ELECTED TO SERVE YOU

OUTFRONT MEDIA LLC
C/O RYAN LLC
13155 NOEL RD STE 100
DALLAS, TX 75240-5050

Account Number: 0494753-7
Assessed Value: 1,475
Millage Code: 6 WP
TPP Number: SGN-001385
Address: 2090 ALOMA AVE WINTER PARK
Exemptions: Amendment 1
Parcel Number: 09-22-30-0120-01-060

Orange County Notice of Ad Valorem Taxes
& Non-Ad Valorem Assessments

AD VALOREM TAXES					
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL	1,475	6	1,469	3.2160	\$4.72
LOCAL SCHOOL	1,475	6	1,469	3.2480	\$4.77
GEN COUNTY	1,475	6	1,469	4.4347	\$6.51
WINTER PRK	1,475	6	1,469	4.0923	\$6.01
WP DEBT 2017	1,475	6	1,469	.2207	\$0.32
SJWM	1,475	6	1,469	.1793	\$0.26
				Total Millage:	15.3910
				Subtotal:	\$22.59

NON-AD VALOREM ASSESSMENTS					
Levying Authority	Phone	Amount	Levying Authority	Phone	Amount
					Subtotal:

Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments

\$22.59

Pay Online, Opt-in to E-Billing and Print your Receipt at [octaxcol.com](#).

Payments not received by March 31st are delinquent.

DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

0494753-7
2090 ALOMA AVE WINTER PARK
SGN-001385
2090 ALOMA AVE
2090 ALOMA AVE WINTER PARK
OUTFRONT MEDIA LLC

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov. 30, 2024	\$21.69
Dec. 31, 2024	\$21.91
Jan. 31, 2025	\$22.14
Feb. 28, 2025	\$22.36
Mar. 31, 2025	\$22.59

OUTFRONT MEDIA LLC
C/O RYAN LLC
13155 NOEL RD STE 100
DALLAS, TX 75240-5050

PAID - DO NOT PAY
PAID 0088-00016719 \$21.69 11/26/2024

PO Box 545100
Orlando FL 32854-5100

WEB



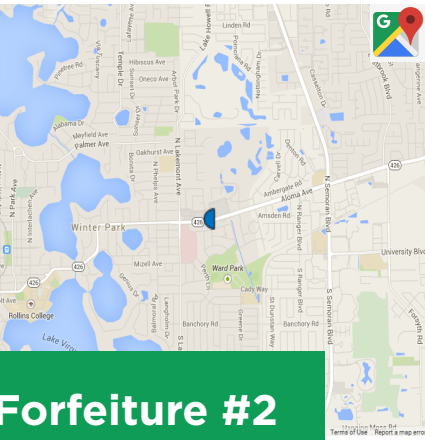
2024 Tangible Personal Property

MARKET
Orlando

BOARD #
10148E

ADDRESS
Aloma Ave, .25 mi E/O Lakemont Ave; N/S F/E

2145 Aloma Avenue



18+ Weekly Imp:

Size: 14'x48'

Area: Orange

Zip Code: 32792

Latitude: 28.60086

Longitude: -81.32387

Material: Black Backed Vinyl

Illuminated: Yes

Extension: No

Spec Sheet: B1Z

geopath ID#: 581806



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OUTFRONT/

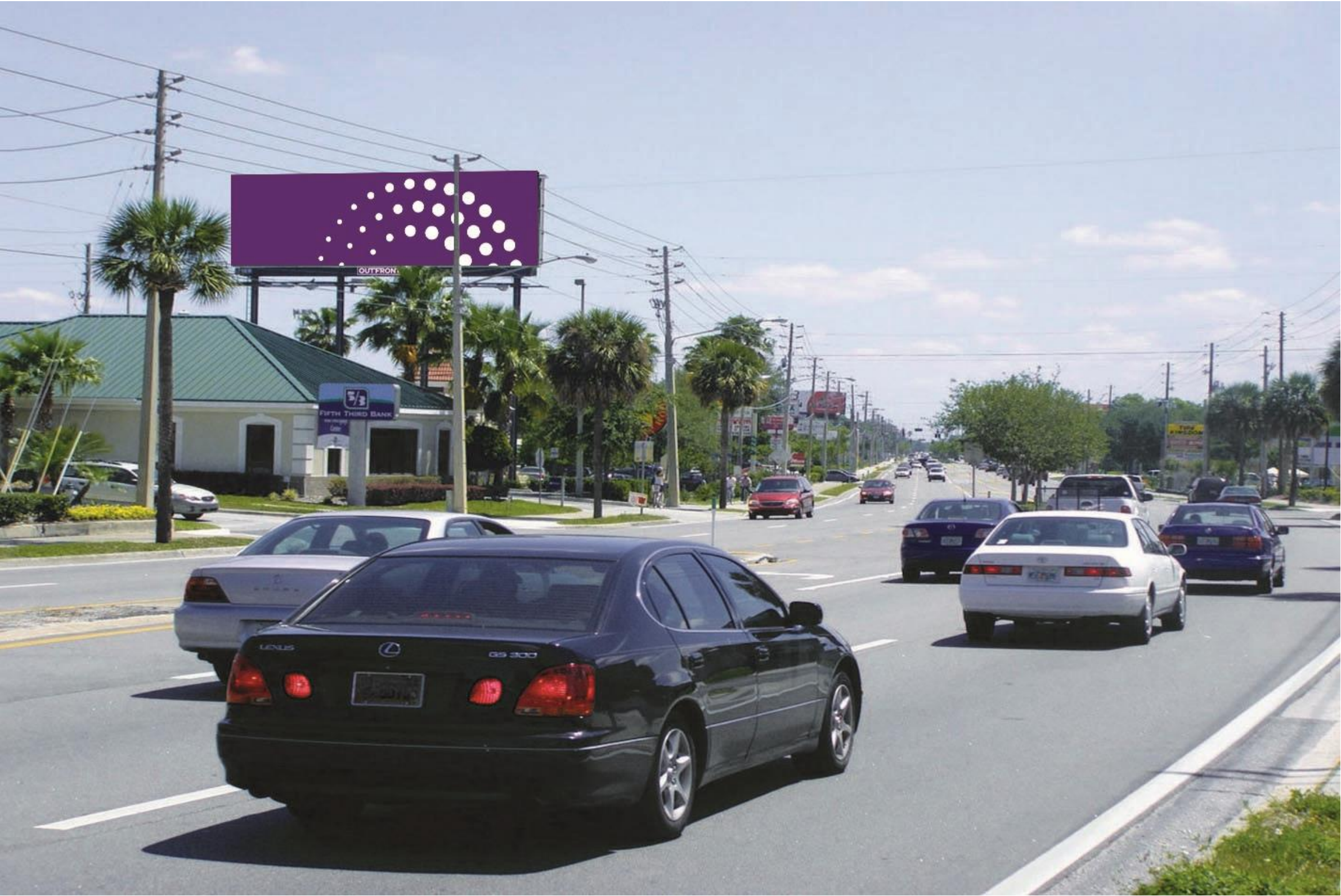
Privileged & Confidential

MARKET
Orlando

BOARD #
10148W

ADDRESS
Aloma Ave, .25 mi E/O Lakemont Ave; N/S F/W

2145 Aloma Avenue



18+ Weekly Imp:

Size: 14'x48'

Area: Orange

Zip Code: 32792

Latitude: 28.600869

Longitude: -81.323866

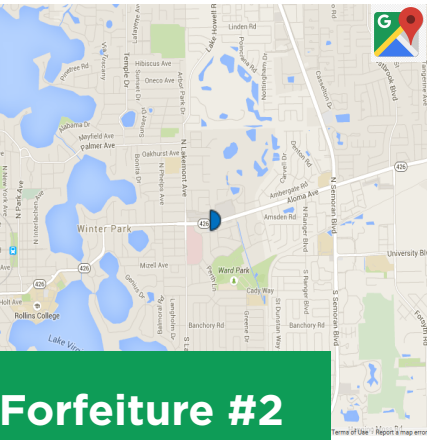
Material: Black Backed Vinyl

Illuminated: No

Extension: No

Spec Sheet: B1Z

geopath ID#: 581807



5
|

OUTFRONT

Privileged & Confidential

TAX BILL: 2145 ALOMA AVENUE

WEB

2024 Tangible Personal Property



ORANGE COUNTY TAX COLLECTOR

SCOTT RANDOLPH

INDEPENDENTLY ELECTED TO SERVE YOU

OUTFRONT MEDIA LLC
C/O RYAN LLC
13155 NOEL RD STE 100
DALLAS, TX 75240-5050

Account Number: 0494419-5
Assessed Value: 1,475
Millage Code: 6 WP
TPP Number: SGN-001033
Address: 2145 Aloma Avenue
Exemptions: Amendment 1
Parcel Number: 04-22-30-0000-00-023

Orange County Notice of Ad Valorem Taxes
& Non-Ad Valorem Assessments

AD VALOREM TAXES					
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL	1,475	6	1,469	3.2160	\$4.72
LOCAL SCHOOL	1,475	6	1,469	3.2480	\$4.77
GEN COUNTY	1,475	6	1,469	4.4347	\$6.51
WINTER PRK	1,475	6	1,469	4.0923	\$6.01
WP DEBT 2017	1,475	6	1,469	.2207	\$0.32
SJWM	1,475	6	1,469	.1793	\$0.26
				Total Millage:	15.3910
				Subtotal:	\$22.59

NON-AD VALOREM ASSESSMENTS					
Levying Authority	Phone	Amount	Levying Authority	Phone	Amount
					Subtotal:

Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments

\$22.59

Pay Online, Opt-in to E-Billing and Print your Receipt at [octaxcol.com](#).

Payments not received by March 31st are delinquent.

DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

0494419-5
WINTER PARK
SGN-001033
LEASE #691 ALOMA AVE N/S E/O LAKEMONT AVE
WINTER PARK

OUTFRONT MEDIA LLC

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov. 30, 2024	\$21.69
Dec. 31, 2024	\$21.91
Jan. 31, 2025	\$22.14
Feb. 28, 2025	\$22.36
Mar. 31, 2025	\$22.59

OUTFRONT MEDIA LLC
C/O RYAN LLC
13155 NOEL RD STE 100
DALLAS, TX 75240-5050

PAID - DO NOT PAY

PAID 0088-00016518 \$21.69 11/26/2024

PO Box 545100
Orlando FL 32854-5100

WEB



2024 Tangible Personal Property

Privileged & Confidential

Page 72 of 126

MARKET
Orlando

BOARD #
174E-B

ADDRESS
Aloma Ave, .50 mi E/O Lakemont Ave; N/S F/E

2431 Aloma Avenue



18+ Weekly Imp:

Size: 14'x48'

Area: Orange

Zip Code: 32792

Latitude: 28.601715

Longitude: -81.320154

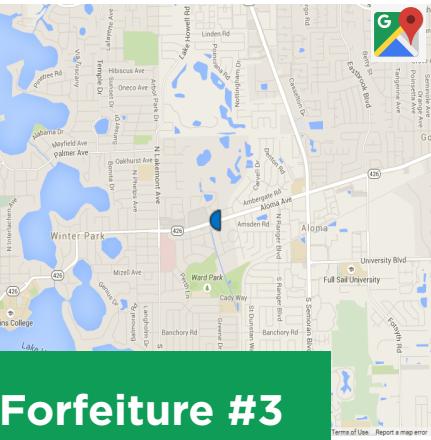
Material: Tri-Vision

Illuminated: Yes

Extension: No

Spec Sheet: TV1G-96

geopath ID#: 30463933



Forfeiture #3

t,

OUTFRONT

Privileged & Confidential

MARKET
Orlando

BOARD #
10174W

ADDRESS
Aloma Ave, .50 mi E/O Lakemont Ave; N/S F/W

2431 Aloma Avenue



18+ Weekly Imp:

Size: 14'x48'

Area: Orange

Zip Code: 32792

Latitude: 28.601717

Longitude: -81.320175

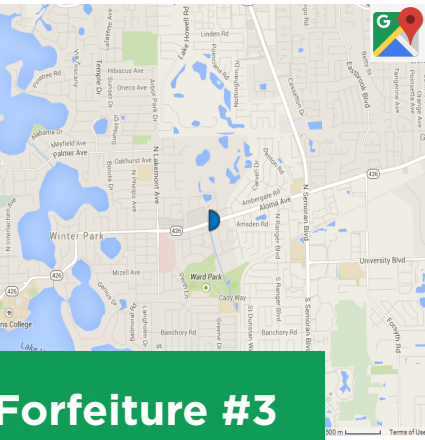
Material: Black Backed Vinyl

Illuminated: Yes

Extension: Yes

Spec Sheet: B1Z

geopath ID#: 581854



t,

OUTFRONT/

Privileged & Confidential

TAX BILL: 2431 ALOMA AVENUE

WEB

2024 Tangible Personal Property



ORANGE COUNTY TAX COLLECTOR

SCOTT RANDOLPH

INDEPENDENTLY ELECTED TO SERVE YOU

OUTFRONT MEDIA LLC
C/O RYAN LLC
13155 NOEL RD STE 100
DALLAS, TX 75240-5050

Account Number: 0494434-4
Assessed Value: 26,750
Millage Code: 6 WP
TPP Number: SGN-001048
Address: 2431 Aloma Avenue
Exemptions: Amendment 1
Parcel Number: 04-22-30-0000-00-003

Orange County Notice of Ad Valorem Taxes
& Non-Ad Valorem Assessments

AD VALOREM TAXES					
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL	26,750	102	26,648	3.2160	\$85.70
LOCAL SCHOOL	26,750	102	26,648	3.2480	\$86.55
GEN COUNTY	26,750	102	26,648	4.4347	\$118.18
WINTER PRK	26,750	102	26,648	4.0923	\$109.05
WP DEBT 2017	26,750	102	26,648	.2207	\$5.88
SJWM	26,750	102	26,648	.1793	\$4.78
				Total Millage:	15.3910
				Subtotal:	\$410.14

NON-AD VALOREM ASSESSMENTS					
Levying Authority	Phone	Amount	Levying Authority	Phone	Amount
					Subtotal:

Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments \$410.14

Pay Online, Opt-in to E-Billing and Print your Receipt at [octaxcol.com](#).

Payments not received by March 31st are delinquent.

DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

0494434-4
WINTER PARK
SGN-001048
LEASE #993 ALOMA AVE N/S 1/2MI E/O LAKEMONT
WINTER PARK

OUTFRONT MEDIA LLC

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov. 30, 2024	\$393.73
Dec. 31, 2024	\$397.84
Jan. 31, 2025	\$401.94
Feb. 28, 2025	\$406.04
Mar. 31, 2025	\$410.14

OUTFRONT MEDIA LLC
C/O RYAN LLC
13155 NOEL RD STE 100
DALLAS, TX 75240-5050

PAID - DO NOT PAY
PAID 0088-00016529 \$393.73 11/26/2024

PO Box 545100
Orlando FL 32854-5100

WEB



2024 Tangible Personal Property

Privileged & Confidential

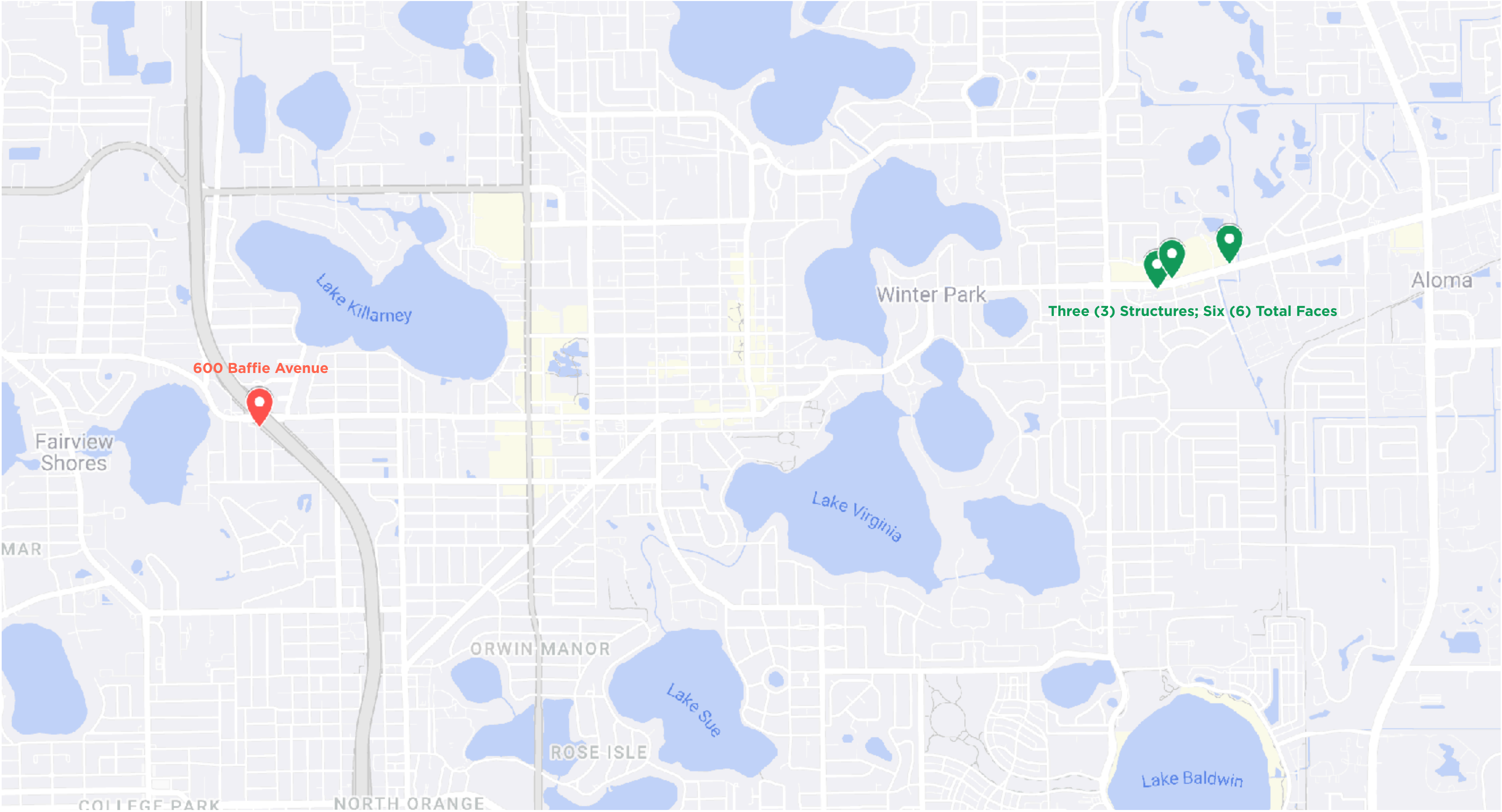
Page 75 of 126

PROPOSED SIGNAGE

SECTION

4



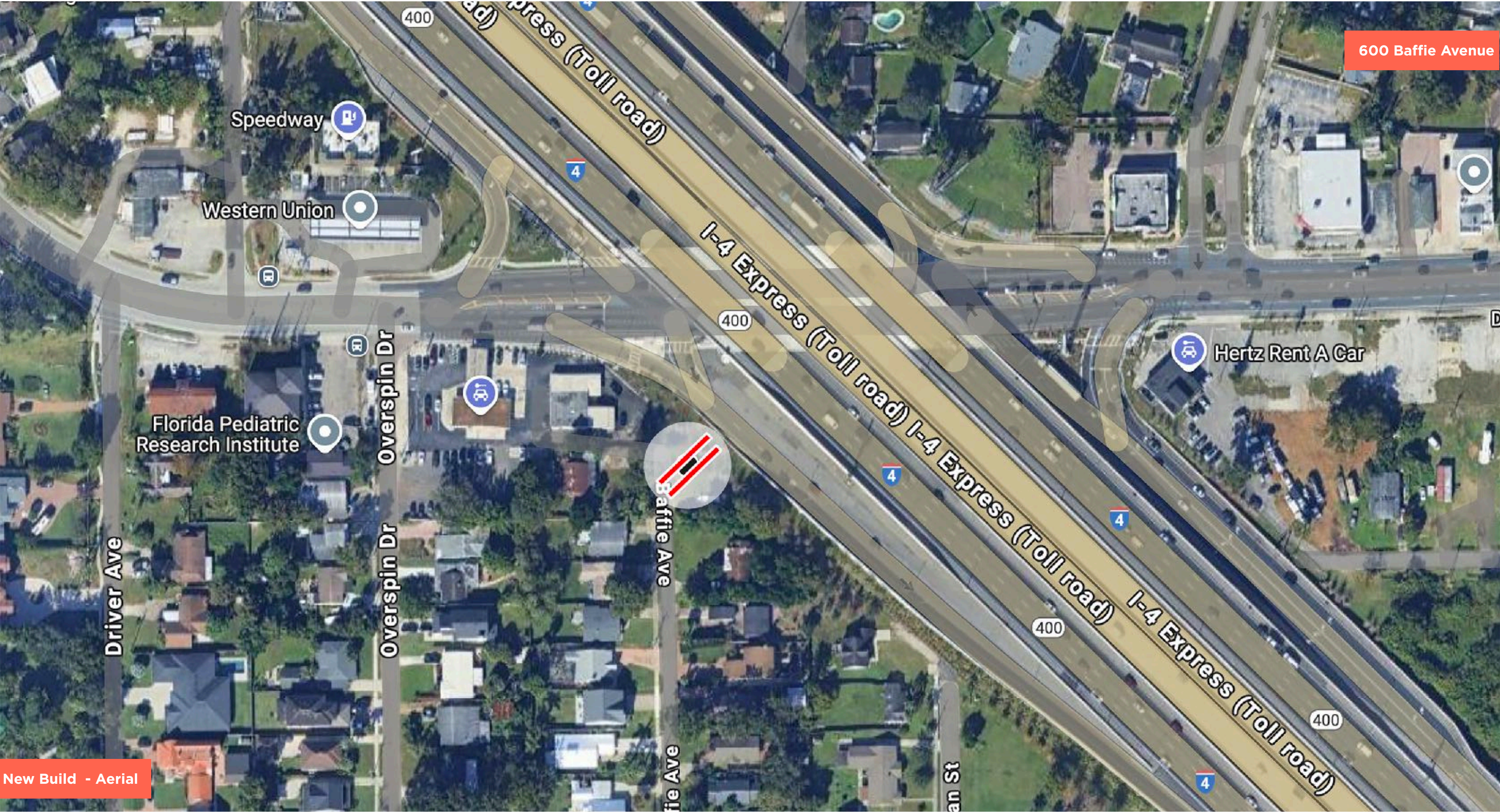






600 Baffie Avenue

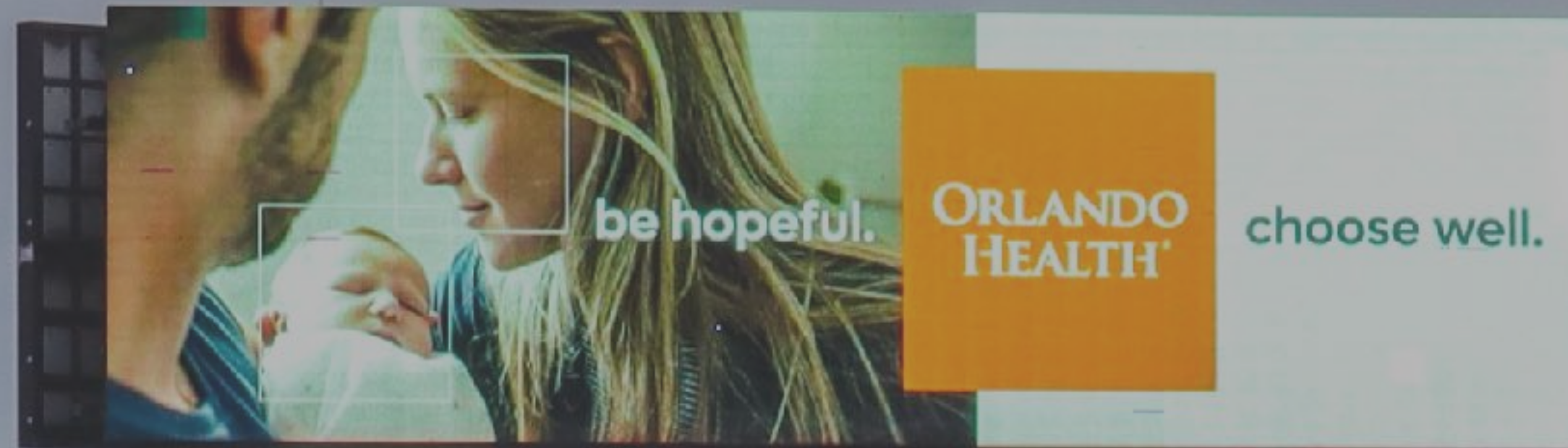
New Build - South Face - Static



Privileged & Confidential

QUESTIONS?





OUTFRONT

Privileged & Confidential

December 17, 2020

Jennifer Maier
Procurement Manager
jmaier@cityofwinterpark.org
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789-4386

Re: Response to City of Winter Park invitation for proposals for an agreement under Section 58-138, Subsection (b) of the Winter Park Land Development Code/Sign Code.

Dear Ms. Maier,

Please accept this letter as Clear Channel Outdoor's (CCO's) formal response to the City of Winter Park's request for a proposal for an agreement under Section 58-138, Subsection (b) of the Winter Park Land Development Code/Sign Code. We are prepared to enter into an Agreement with the City to reduce the overall number of outdoor advertising signs. Our proposal includes the removal of three existing outdoor advertising signs within City limits and the approval to build one outdoor advertising sign.

CCO proposes an outdoor advertising sign featuring a static face directed toward northbound Interstate 4 traffic and an electronic face directed toward southbound Interstate 4 traffic ("Proposed Sign"). The Proposed Sign will be located at 2600 W Fairbanks Ave, outlined on Exhibit A. The Proposed Sign will be a back-to-back steel monopole, containing two 14'x 48' faces with a maximum overall height not to exceed 65 ft. above the crown of Interstate 4. CCO will own and operate the Proposed Sign through consent from the underlying property owner, a Memorandum of Lease from property owner can be found on Exhibit B.

In exchange for the Proposed Sign, CCO hereby agrees to remove three of its outdoor advertising sign structures within City limits. The three removals are referenced below and mapped on Exhibit C with additional photographs of each outdoor sign further depicted on Exhibit D.

1. 2095 W Fairbanks Ave, parcel 12-22-29-4076-05-130
2. 1873 W Fairbanks Ave, parcel 12-22-29-4076-04-171
3. 2522 Aloma Ave, parcel 04-22-30-0000-00-044

Confirmation of structure ownership rights for each structure can be found in exhibit E-G, respectively. In addition, exhibit H outlines the transition between Clear Channel Inc and Clear Channel LLC. The outdoor advertising signs on Fairbanks will be removed immediately following permit approval and construction of the Proposed Sign and the outdoor advertising sign on Aloma will be removed by 2040.

In addition, the City requested CCO confirm the separation of any existing outdoor advertising sign and the Proposed Sign based on requirements from the Florida Department of Transportation. Please be advised that the separation distance on Interstates can be

reduced to 1,000 feet as referenced in Florida Statutes 479.07 9(c) if the local municipality has adopted a plan, program, resolution, ordinance, or policy that encourages the removal of signs. As requested in your Letter dated November 15, 2024, and as stated in Section 58-138, Subsection (b) of the Winter Park Land Development Code/Sign Code, the City is requiring the voluntary removal of billboards in exchange for a billboard on Interstate 4, meeting this condition. Please find the section of the Florida Statutes on Exhibit I and the overhead confirming the proposed property will meet the 1,000 foot separation requirement on Exhibit J.

If chosen, CCO and the City would work towards finalizing an updated Outdoor Advertising Agreement similar to those completed in the past, reference Exhibit K for a previously executed agreement. After completion of the Agreement, CCO would submit a building permit through the City and the State. The City would acknowledge its intent with the State to allow the reduced spacing and provide CCO confirmation of their intent to issue a building permit and confirmation the location has appropriate zoning; currently zoned C-3, an acceptable zoning for the Proposed Structure. Once permitting is completed, CCO will proceed with building the Proposed Sign and completing the removals as agreed.

Thank you for your time and consideration in this matter.

Thank you,

A handwritten signature in blue ink that reads "Meredith McKenna". The signature is written in a cursive style and is positioned above a horizontal line.

Meredith McKenna
VP of Real Estate and Public Affairs – Central FL Offices

Proposed Sign Location: 2600 W Fairbanks Ave

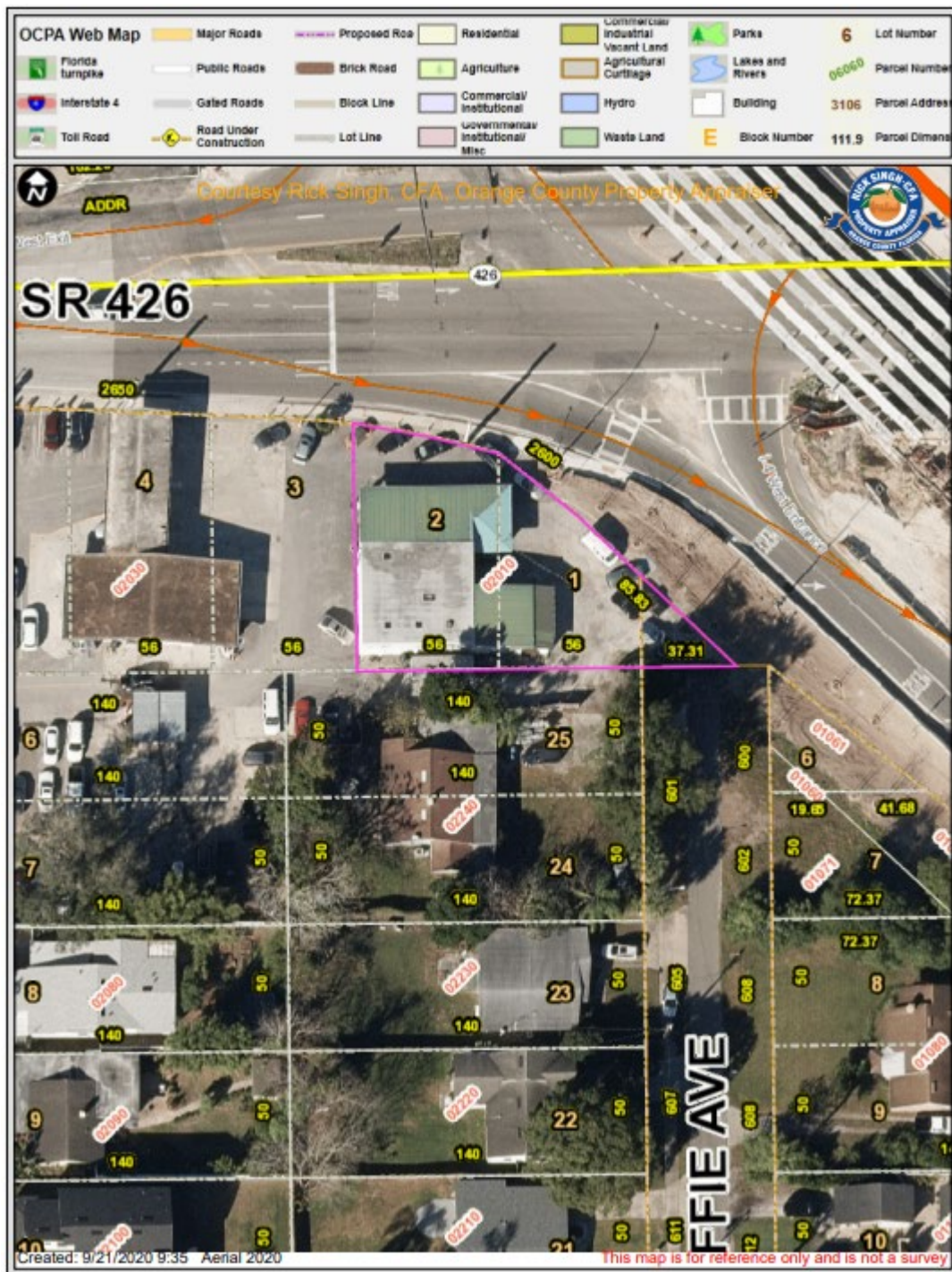


EXHIBIT B

MEMORANDUM OF LEASE

WHEN RECORDED MAIL TO:

CLEAR CHANNEL OUTDOOR, LLC.
Attn: Legal Department
2325 East Camelback Road, Suite 400
Phoenix, Arizona 85016

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by Harold J and Linda E Northam, individuals, ("Landlord"), whose address is 120 Broadway Ave, Winter Park, FL and CLEAR CHANNEL OUTDOOR, LLC., a Delaware limited liability company ("Tenant"), whose address is 5333 Old Winter Garden Rd, Orlando, FL 32811 upon the following terms:

1. Landlord is the owner of the following described Properties
 - a. DUBSDREAD HEIGHTS J/115 LOTS 1 & 2 BLK B (LESS RW ON N) & VAC BAFFIE AVE ADJACENT TO LOT 1 (LESS PT TAKEN FOR R/W PER 9809/8097)
 - b. DUBSDREAD HEIGHTS J/115 LOTS 3 4 5 & N 30 FT OF LOT 6 BLK B (LESS R/W ON N)
2. Landlord and Tenant have entered into that certain Lease 15815, dated July 26, 2019 (the "Lease"), wherein Tenant has leased portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning upon the first day of the month following completion of the structure, and continuing for a maximum period of twenty-three (23) years, including extensions and renewals, if any.
3. Under the Lease, Tenant has an option to purchase the Property on terms set forth therein.
4. Under the Lease, Tenant has a right of first refusal in the event the prospective buyer is any billboard lease acquisition company or billboard company with respect to the Property on terms set forth therein.
6. Under the Lease, Tenant has the right to record this Memorandum without the signature of Landlord.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Tenant and Landlord have executed this Memorandum as of the _____ day of _____, 20____.

TENANT:

James St John
Signature of Witness
James St John
Name of Witness
Dana Barker
Signature of Witness
Dana Barker
Name of Witness

CLEAR CHANNEL OUTDOOR, LLC., a Delaware limited liability company

By: [Signature]
Name: Joe Garner
Title: SVP Real Estate & Public Affairs

LANDLORD:



Harold and Linda E Northam

By: [Signature]
Name: Name
Title: Title

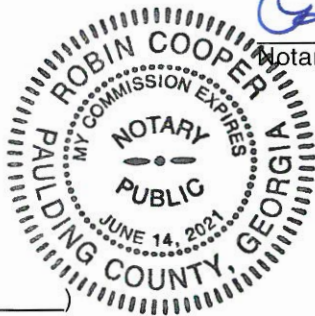
[Signature]
Signature of Witness
Lauralyn Bios Norder
Name of Witness
[Signature]
Signature of Witness
Brent Laws
Name of Witness

STATE OF Georgia)
COUNTY OF Paulding) ss.

The foregoing instrument was acknowledged before me this 25 day of July, 2019 by Joe Garner, the SVP KEPA of CLEAR CHANNEL Outdoor, a LLC, on behalf of said corporation.

My commission expires:

June 14, 2021



STATE OF Florida)
COUNTY OF Orange) ss.

The foregoing instrument was acknowledged before me this 26 day of July, 2019 by Harold Northam, the owner of 2650 W. Fairbanks, a _____, on behalf of said corporation.

[Signature]
Notary Public

My commission expires:

11/5/2019

Exhibit C

Map of Existing Locations to be Removed:

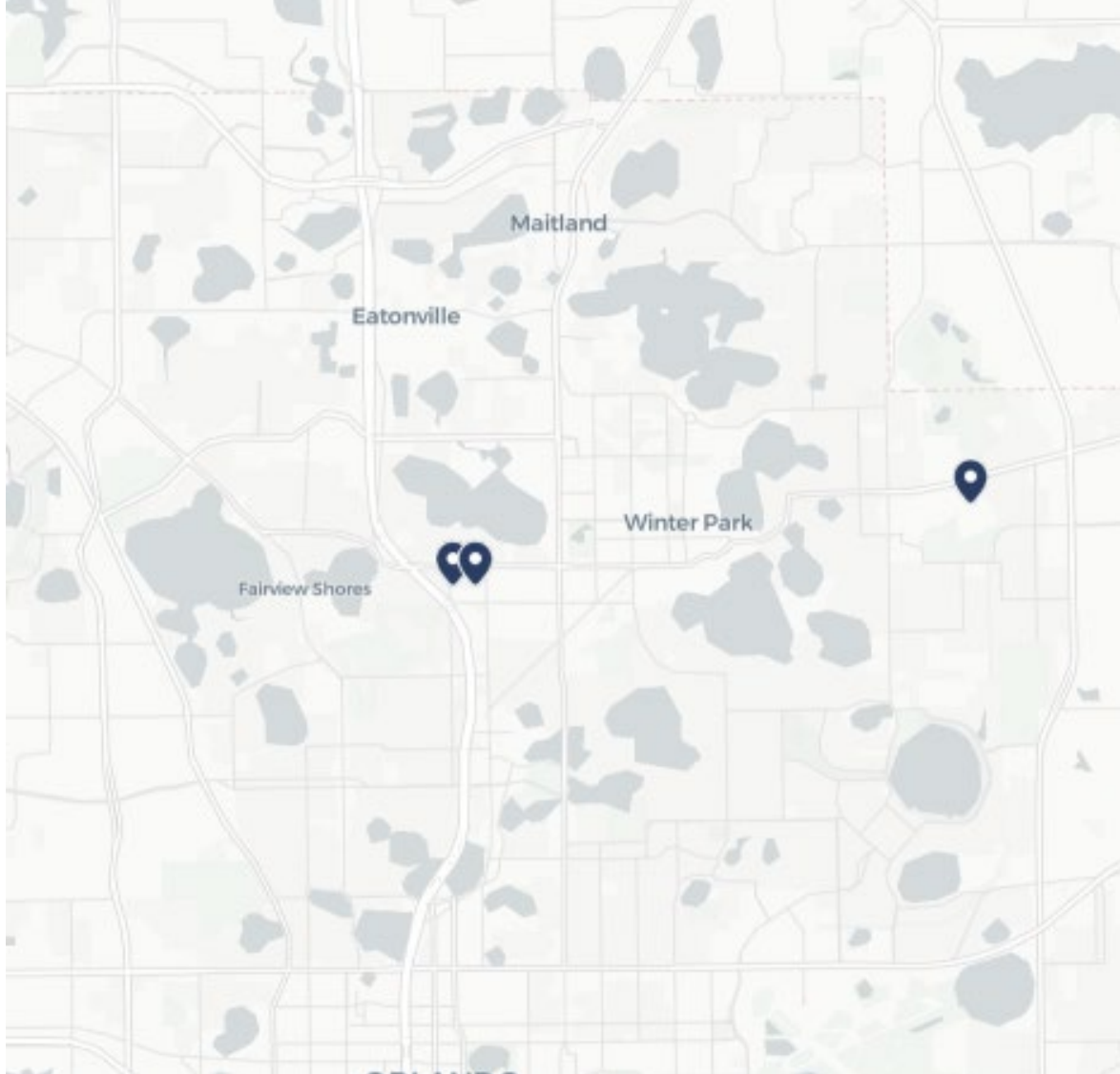


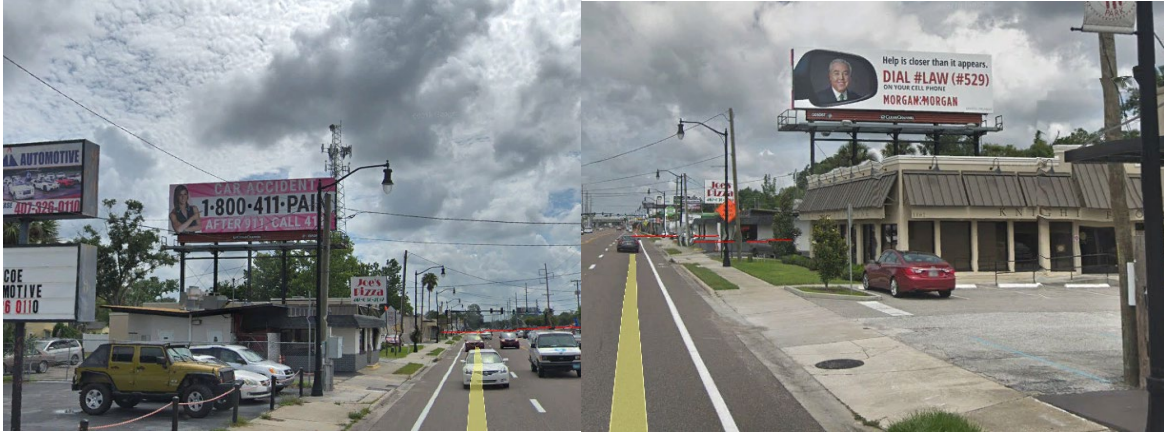
Exhibit D

Photographs of Each Outdoor Advertising Sign to be Removed:

2095 W Fairbanks Ave



1873 W Fairbanks Ave



2522 Aloma Ave



Exhibit E
CLEAR CHANNEL OUTDOOR, INC.

LEASE # 13746
CITY Winter Park
COUNTY Orange

5333 Old Winter Garden Road
Orlando, FL 32811
4 7-298-6410 phone / 407-297-8176 fax

Lease Agreement

1. This Lease Agreement ("Lease") is effective March 1, 2010 and entered into between James Veigle ("Landlord") and Clear Channel Outdoor, Inc. ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as 2095 W. Fairbanks Ave. in the County of Orange, in the State of Florida ("Property") whose permanent property tax number and legal description are attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repainting, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). This Lease includes all necessary rights of ingress and egress. Tenant may license the use of the Structures, or any portion thereof, for any lawful purpose.

[REDACTED]

[REDACTED]

[REDACTED]

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination of this Lease. If for any reason, Tenant's Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Tenant shall have no obligation to pursue any zoning matter or to continue to maintain any permit. Any such action shall be at Tenant's option.

6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole opinion, would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit the Property or any neighboring property owned or controlled by Landlord to be used for off-premise advertising. Landlord further grants Tenant and such other individuals or companies as Lessee shall nominate, including the local electric company, such additional rights or easements as are necessary to construct, illuminate, maintain, operate, remove, reposition or replace the Equipment; the right to ingress and egress over the Property; and the right to maintain the visibility to the advertising display face(s) free of obstructive vegetation and structures for the initial term and for all extensions and period of refusal rights.

7. If, in Tenant's sole opinion: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) electrical service is unavailable; (c) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (d) the Property becomes unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) the Structures' value for advertising purposes is diminished; (g) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (h) the Structures' use is prevented or restricted by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. In addition, if Tenant is prevented from illuminating its signs by law, or other cause beyond Tenant's control, the rent shall be reduced by one-third for such period of non-illumination.

[REDACTED]

9. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

11. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred.

12. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

13. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease without Landlord's signature, including a limited power of attorney for such purpose. Landlord understands that the terms of this Lease are proprietary and confidential and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.

19. This lease hereby supersedes and replaces Lease # 13744 dated April 24, 1992 by and between But-Shee and Grace Chu ("Landlord") and Clear Channel Outdoor, Inc. ("Tenant").

20. Clear Channel Outdoor, Inc., a Delaware Corporation, is the successor through change of name to Eller Media Company and the successor through merger to POA Acquisition Corporation.

CLEAR CHANNEL OUTDOOR, INC. (Tenant)

By: Craig Swygert
Craig Swygert
Its: President/General Manager Orlando Division

Witness: Justin Verrault
Justin Verrault

Witness: Danny LaRosa
Danny LaRosa

JAMES VEIGLE (Landlord)

By: James Veigle
(signature)
James Veigle
(Print Name of Signatory)
Its: Owner
(print title)

Address: 633 Harold Ave. Ste. C
City Winter Park State FL Zip 32789

Telephone () _____
Witness: _____
(print name)
Witness: _____
(print name)

EXHIBIT A

LEASE AGREEMENT # 13744
BETWEEN
JAMES VEIGLE
AND CLEAR CHANNEL OUTDOOR, INC

PARCEL # 12-22-29-4076-05-130
ADDRESS: 2095 WEST FAIRBANKS AVE

ORANGE COUNTY

LEGAL DESCRIPTION:

KAROLINA ON KILLARNEY M/105 LOTS 13 & 14 BLK E (LESS R/W ON S)



AMENDMENT
TO LEASE AGREEMENT
(Lease 13744)

This Amendment ("Amendment") to that certain Lease Agreement (Lease 13744) (collectively with all other amendments and/or addenda thereto, the "Lease"), is entered into and effective as of January ____, 2015, by and between JAMES VEIGLE ("Landlord") and CLEAR CHANNEL OUTDOOR, INC ("Tenant").

RECITALS

WHEREAS, Tenant and Landlord desire to enter into this Amendment to amend and modify certain terms of the Lease.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged and agreed, the parties do hereby agree as follows:

AGREEMENT

1. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Lease.

[REDACTED]

[REDACTED]

4. The parties hereby ratify the Lease and except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their duly authorized officers as of the date first written above.

Lessor:
JAMES VEIGLE

By: [Signature]
Its: _____
Date Signed: 1/15/15

Witness:
Sign: Lindsay Yablon
Print: Lindsay Yablon

Witness:
Sign: [Signature]
Print: Josh Yablon

Lessee:
CLEAR CHANNEL OUTDOOR

By: Craig Swygert [Signature]
Its: President - Orlando Division
Date Signed: 1/16/15

Witness:
Sign: Meredith McKenna
Print: Meredith McKenna

Witness:
Sign: [Signature]
Print: Trine St. John

Exhibit F

WARRANTY DEED
FROM INDIVIDUAL TO CORPORATION

RAMCO FORM 34

This Warranty Deed Made the 24th day of April A. D. 1989 by
RICHARD L. MYERS and LAURA BOWEN MYERS
hereinafter called the grantor, to POA ACQUISITION CORPORATION d/b/a PETERSON
OUTDOOR ADVERTISING,
a corporation existing under the laws of the State of Delaware, with its permanent postoffice
address at P.O. Box 617617, Orlando, Florida 32861
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-
mises, releases, conveys and confirms unto the grantee, all that certain land situate in
County, Florida, viz:

The East 30 feet of Lot 17, BLOCK "D", OF KAROLINA ON KILLARNEY,
according to the plat thereof recorded in Plat Book M, Page 105,
Public Records of Orange County, Florida.

LESS PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2403, PAGE 1335,
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Rec Fee \$ 5.00 MARTHA O. HAYNIE,
Add Fee \$ 1.00 Orange County
Doc Tax \$ 175.45 Comptroller
Int Tax \$ — By PS
Total \$ 181.45 Deputy Clerk

32399 15 ORANGE CO. FL.
02:24:40PM 04/25/89

THIS IS NON-HOMESTEAD PROPERTY.

OR 4075 PG 0976

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 19 89

In Witness Whereof, the said grantor has hereunto set their hand and seal the day and year
first above written.

Signed, sealed and delivered in our presence.

W. B. L. Myers
Laura Bowen Myers
STATE OF FLORIDA,
COUNTY OF ORANGE

Richard L. Myers L.S.
Laura Bowen Myers L.S.
RICHARD L. MYERS
LAURA BOWEN MYERS

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

RICHARD L. MYERS and LAURA BOWEN MYERS
to me known to be the person described in and who executed the foregoing instrument and they acknowledged
before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this
April, A. D. 1989.

RECORDED & RECORD VERIFIED

Martha O. Haynie
County Comptroller, Orange Co., FL

Ghera H. Anderson
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 2, 1990
BONDED THRU GENERAL INS. UND.

This Instrument prepared by: **TIMOTHY C. LAUBACH**
Attorney and Counselor at Law
Address **511 N. Ferncreek Avenue**
Orlando, Florida 32803

Property Record - 12-22-29-4076-04-171

Orange County Property Appraiser •
<http://www.ocpafl.org>

Property Summary as of 12/16/2024

Property Name

1873 W Fairbanks Ave

Names

Clear Channel Outdoor Inc

Municipality

WP - Winter Park

Property Use

9915 - Sign Sites

Mailing Address

4830 N Loop 1604 W Ste 111
 San Antonio, TX 78249-3983

Physical Address

1873 W Fairbanks Ave
 Winter Park, FL 32789

OR
 OR
 Code
 For
 Mobile
 Phone



1873 W FAIRBANKS AVE, WINTER PARK, FL 32789 7/24/2024 11:53 AM



292212407604171 11/18/2011



292212407604171 11/18/2011



292212407604171 11/18/2011

Exhibit G

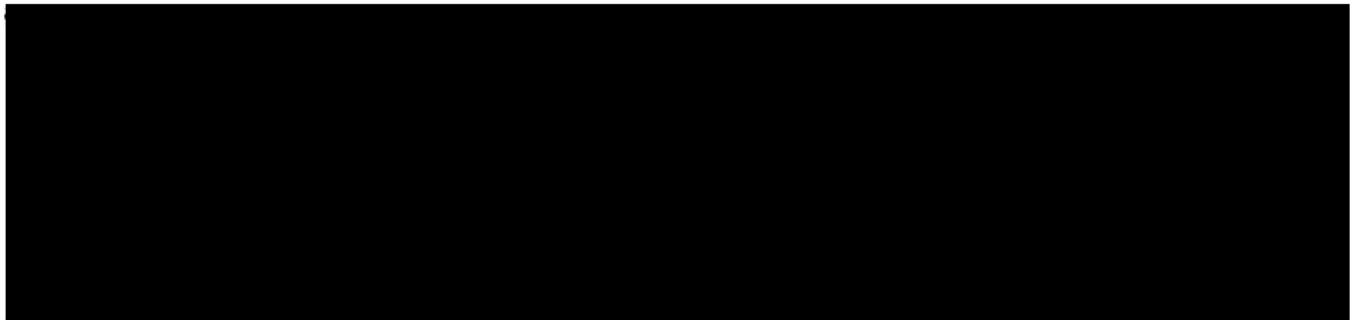
AMENDED AND RESTATED CLEAR CHANNEL OUTDOOR, LLC LEASE AGREEMENT

1. This Amended and Restated Lease Agreement ("Lease") is effective October 15, 2022 (the "Effective Date") and entered into between 2522 Aloma Avenue LLC, a(n) Florida limited liability company, ("Landlord") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Tenant"). This Lease hereby amends, restates and replaces in its entirety that certain C C Outdoor, Inc. Lease Agreement dated October 15, 2002, as modified by that certain Addendum to Lease commencing on October 15, 2002, as amended by that certain First Lease Amendment dated August 24, 2012 ("the Original Lease"). Landlord hereby leases to Tenant the real estate commonly known as 2522 Aloma Avenue in the City of Winter Park in the County of Orange in the State of Florida ("Property") whose permanent property tax number and legal description are attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Tenant may elect in its sole discretion at any time and from time to time during the term of this Lease, to convert and operate any advertising face on the Structures as digital, static, or any combination thereof. This Lease includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. Tenant may lease or license the use of the Structures, or any portion thereof, for any lawful purpose.

-
-
-
4. This Lease shall continue in full force and effect for its initial term and thereafter for successive like terms, unless not less than ninety (90) days (and no more than one-hundred twenty (120) days) before the end of any such initial or subsequent successive like term Landlord or Tenant gives notice of termination. During any term of this Lease and for a period of ninety (90) days following the expiration or earlier termination of this Lease, Landlord hereby grants to Tenant a right of first refusal, acceptance of which is exercisable at Tenant's sole discretion, to match the material terms of any offer acceptable to Landlord for the use or purchase of all or any portion of the Property (the "Offer"), which includes, without limitation, similar time periods for performance and investigation as are set forth in the Offer. A copy of all relevant document(s) comprising the Offer shall be delivered to Tenant (the "Offer Documents"). Tenant shall then have twenty (20) days from its receipt of the Offer Documents in which to match the material terms of the Offer by giving notice of acceptance to Landlord. If Tenant rejects the Offer and the Property transfers pursuant to the terms of the Offer, Landlord shall promptly notify Tenant of such transfer and provide Tenant with any relevant contact information of such new owner of the Property. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of the breach of this provision. If ownership of the Property changes, Landlord shall promptly deliver written notice to Tenant of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, "Ownership Transfer Documents"). Landlord acknowledges that Tenant will be unable to deliver rents to the new owner until Tenant's receipt of the Ownership Transfer Documents. Any delay in rent payments as a result of Landlord not delivering the Ownership Transfer Documents shall not be a default under this Lease nor be subject to any late penalty or interest. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a true and correct copy of this Lease.
5. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and Landlord shall reasonably cooperate at no cost to Landlord and hereby grants Tenant a limited power of attorney solely for this purpose. All such permits shall remain the property of Tenant. Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit. Tenant is the owner of the Structures under this Lease and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination or expiration

of this Lease. Landlord shall provide all reasonably necessary access to Tenant for such removal. If for any reason not caused by Tenant, the Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt, provided Tenant is reasonably pursuing. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed and the area immediately surrounding the foundation shall be restored, reasonable wear and tear excepted.

6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole and reasonable opinion, would obstruct access to the Property or all or any portion of the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole and reasonable discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit any neighboring property owned or controlled by Landlord to be used for off-premise advertising.
7. If, in Tenant's sole and reasonable opinion, for any reason not caused by Tenant: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) access to the Structures is unavailable or restricted; (c) electrical service or illumination is unavailable or restricted; (d) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (e) the Property becomes unsightly; (f) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (g) the Structures' value for advertising purposes is diminished; (h) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (i) the Structures' use is prevented or restricted by law, or Tenant is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located (other than pursuant to mutual agreement); then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered for so long as such loss continues; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.



9. Landlord represents that it is the owner (or owner's authorized agent) of the Property, and both Landlord and Tenant represent to the other party that it has the authority to enter into this Lease. Landlord shall defend and indemnify Tenant, its parents and affiliates from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of Landlord's breach of this provision and from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. In addition, Landlord agrees to immediately reimburse Tenant for any rent that was improperly received by Landlord as a result of its breach of this provision. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons resulting from the negligent acts or omissions of Tenant, Tenant's employees, agents, licensees and contractors. Tenant shall not be liable for damage arising from Acts of Nature.
10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the Commencement Date a non-disturbance agreement in a form reasonably acceptable to Tenant.
11. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations

shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by Tenant.

12. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet.
13. Any notice to any party under this Lease shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to Landlord:
2522 Aloma Avenue LLC
c/o Steve Chang
1560 S Otterbein Avenue, Sp 52
Rowland Heights, CA 91748

If to Tenant:
Clear Channel Outdoor, LLC
Attn: Vice President, Real Estate
5333 Old Winter Garden Road
Orlando, FL 32811

With a copy to:

With a copy to:
Clear Channel Outdoor, LLC
Attn: Legal Department
2325 East Camelback Road, Ste. 400
Phoenix, AZ 85016

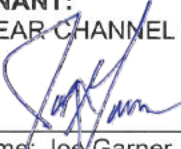
14. This Lease shall be governed exclusively by the provisions hereof and by the laws of the state and county in which the Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of Landlord and Tenant irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Lease or the transactions contemplated hereby. Neither party shall be liable for punitive damages arising under or related to this Lease.
15. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord and Tenant agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit C without Landlord's signature, including a limited power of attorney solely for such purpose or in the event Landlord is required to execute such memorandum in the jurisdiction in which the Structures are located, Landlord shall execute such memorandum within five (5) business days of written request from Tenant. Landlord understands that the terms of this Lease are proprietary and confidential, and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.
16. Tenant shall maintain the following insurance coverage in amounts not less than specified and shall furnish Landlord with Certificates of Insurance evidencing compliance with the following minimum provisions:
 - a. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$1,000,000, affording coverage under the Workers Compensation laws of the applicable states.
 - b. Commercial General Liability Insurance for limits of not less than \$1,000,000 per occurrence Bodily Injury and Property Damage combined; \$1,000,000 per occurrence and \$2,000,000 general aggregate limit per location. The policy shall be written on an occurrence basis.

- c. Automobile Liability Insurance with a limit of not less than \$1,000,000 combined and including all owned, non-owned and hired vehicles.
 - d. Umbrella Liability Insurance at not less than \$5,000,000 limit providing excess coverage.
 - e. Additional Insured Requirement: All policies above, with the exception of Workers' Compensation shall be endorsed to name Landlord as Additional Insureds with respect to any and all claims resulting from the negligence or omissions of Tenant's operations and activities. Coverage shall apply on a primary and non-contributory basis regardless of any other insurance. All noted policies shall contain a Waiver of Subrogation in favor of Landlord and a 30-day Notice of Cancellation. Tenant shall provide a Certificate of Insurance with pertinent endorsements attached.
 - f. Landlord shall maintain General Liability, Auto Liability, Workers' Compensation and Property Coverage, as applicable, for Landlord's operations and shall include a Waiver of Subrogation in favor of Tenant. Upon request by Tenant, Landlord shall provide Certificates of Insurance evidencing such coverage. Landlord shall also require any contractors providing work or services on behalf of Landlord to maintain adequate insurance for contractors' activities and shall require neighboring tenants, if any, to maintain adequate liability for their activities and operations. Upon request by Tenant, Landlord shall provide Tenant a Certificate of Insurance for any contractor or neighboring tenant.
17. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

TENANT:

CLEAR CHANNEL OUTDOOR, LLC

By: 

Name: Joe Garner

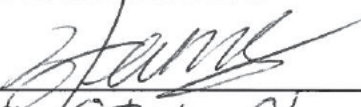
Its: SVP Real Estate & Public Affairs

Telephone No. 407-298-6410

Facsimile No. 407-297-8176

LANDLORD:

2522 ALOMA AVENUE LLC

By: 

Name: Steve Chang

Its:

Telephone No. (626) 733-0270

Facsimile No.

Tax ID No.

EXHIBIT A

**LEGAL DESCRIPTION
& PERMANENT PROPERTY TAX NUMBER**

ALOMA AV SS 0.4 miles W/O SR 436

PANELS: 1523, 1524

PARCEL ID: 04-22-30-0000-00-044

From the Southeast corner of the Northeast quarter of the Southwest quarter of Section 4, Township 22 South, Range 30 East, Orange County, Florida; run South 89 Degrees 02 Minutes 55 Seconds East 442.44 feet to a point; thence run North 13 Degrees 48 Minutes West 325.33 feet to a point on the Southerly right of way of Aloma Avenue (S.R. #426) for the Point of Beginning; thence run South 76 Degrees 12 Minutes West 127.50 feet along said Southerly right of way line to a point; thence run South 13 Degrees 48 Minutes East 200.00 feet to a point; thence run North 76 Degrees 12 Minutes East 127.50 feet to a point; thence run North 13 Degrees 48 Minutes West 200.00 feet to the Point of Beginning, and less any part thereof taken or used for street, road or public rights of way.

The property being conveyed hereby is expressly made subject to the restriction that it shall not be used as a convenience store operation or a gasoline or motor vehicle service station.

The above captioned real property does not constitute the homestead of Grantor.

Being property conveyed to Shoney's, Inc., by Warranty Deed, dated October 12, 1982, and recorded in O.R. Book 3319, Page 1267, Public Records of Orange County, Florida.

EXHIBIT B

RENTAL TERMS & SCHEDULE
BASE RENT

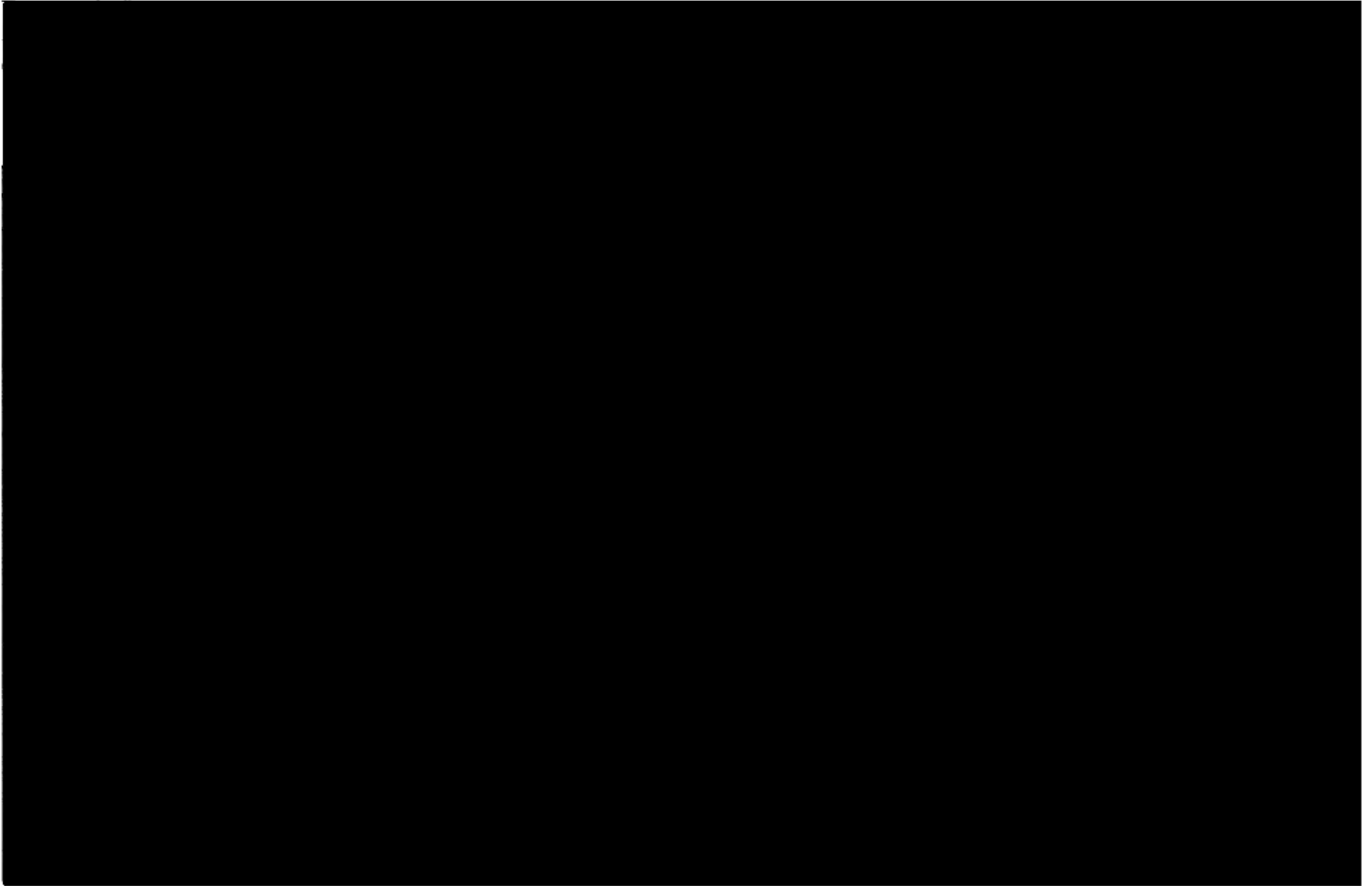


EXHIBIT C

MEMORANDUM OF LEASE

WHEN RECORDED MAIL TO:

CLEAR CHANNEL OUTDOOR, LLC
Attn: Legal Department
2325 East Camelback Road, Suite 400
Phoenix, Arizona 85016

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by 2522 ALOMA AVENUE LLC, a Florida limited liability company, ("Landlord"), whose address is P.O. Box 533351, Orlando, Florida 32853 and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Tenant"), whose address is 5333 Old Winter Garden Road, Orlando, Florida 32811 upon the following terms:

1. Landlord is the owner of the following described Property:

PARCEL ID: 04-22-30-0000-00-044

From the Southeast corner of the Northeast quarter of the Southwest quarter of Section 4, Township 22 South, Range 30 East, Orange County, Florida; run South 89 Degrees 02 Minutes 55 Seconds East 442.44 feet to a point; thence run North 13 Degrees 48 Minutes West 325.33 feet to a point on the Southerly right of way of Aloma Avenue (S.R. #426) for the Point of Beginning; thence run South 76 Degrees 12 Minutes West 127.50 feet along said Southerly right of way line to a point; thence run South 13 Degrees 48 Minutes East 200.00 feet to a point; thence run North 76 Degrees 12 Minutes East 127.50 feet to a point; thence run North 13 Degrees 48 Minutes West 200.00 feet to the Point of Beginning, and less any part thereof taken or used for street, road or public rights of way.

The property being conveyed hereby is expressly made subject to the restriction that it shall not be used as a convenience store operation or a gasoline or motor vehicle service station.

The above captioned real property does not constitute the homestead of Grantor.

Being property conveyed to Shoney's, Inc., by Warranty Deed, dated October 12, 1982, and recorded in O.R. Book 3319, Page 1267, Public Records of Orange County, Florida.

2. Landlord and Tenant have entered into that certain Lease 13931, dated October 15, 2022 (the "Lease"), wherein Tenant has leased portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning 10/15/2022, and continuing for a maximum period of twenty (20) years, excluding extensions and renewals, if any.
3. Under the Lease, Tenant has a right of first refusal with respect to the Property on terms set forth therein.
4. Under the Lease, Tenant has the right to record this Memorandum without the signature of Landlord.
5. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

2022 IN WITNESS WHEREOF, Tenant and Landlord have executed this Memorandum as of the 24 day of October

TENANT:

CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company

By: [Signature]

Name: Joe Garner

Title: SVP Real Estate & Public Affairs

[Signature]
Signature of Witness

Michelle Stanton
Name of Witness

[Signature]
Signature of Witness

Kristen DeFabrizio
Name of Witness

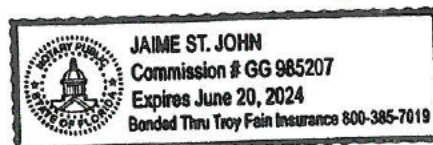
STATE OF Florida)
COUNTY OF Orange) ss.

The foregoing instrument was acknowledged before me this 24 day of October, 2022 by Joe Garner, the SVP Real Estate & Public Affairs of Clear Channel Outdoor LLC, a Delaware limited liability company, on behalf of said corporation.

[Signature]
Notary Public

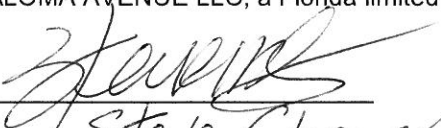
My commission expires:

6/20/2024



LANDLORD:

2522 ALOMA AVENUE LLC, a Florida limited liability company

By: 

Name: Steve Chang

Title: _____

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by
_____, the _____ of _____, a
_____, on behalf of said corporation.

Notary Public

My commission expires:

Delaware

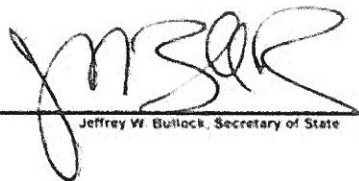
The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "CLEAR CHANNEL OUTDOOR, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CLEAR CHANNEL OUTDOOR, INC." TO "CLEAR CHANNEL OUTDOOR, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF APRIL, A.D. 2019, AT 4:14 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTIETH DAY OF APRIL, A.D. 2019 AT 11:59 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

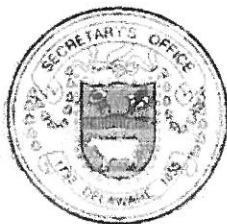
Delaware

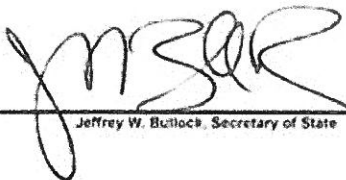
The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND
CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CLEAR CHANNEL
OUTDOOR, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF
APRIL, A.D. 2019, AT 4:14 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE
OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTIETH DAY
OF APRIL, A.D. 2019 AT 11:59 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2533910 8100V
SR# 20193365062

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202739317
Date: 04-30-19

Exhibit I

479.07 Sign permits.—

(9)(a) A permit may not be granted for any sign for which a permit had not been granted by the effective date of this act unless such sign is located at least:

1. One thousand five hundred feet from any other permitted sign on the same side of the highway, if on an interstate highway.
2. One thousand feet from any other permitted sign on the same side of the highway, if on a federal-aid primary highway.

The minimum spacing provided in this paragraph does not preclude the permitting of V-type, back-to-back, side-to-side, stacked, or double-faced signs at the permitted sign site. If a sign is visible to more than one highway subject to the jurisdiction of the department and within the controlled area of the highways, the sign must meet the permitting requirements of all highways and be permitted to the highway having the more stringent permitting requirements.

(b) A permit may not be granted for a sign pursuant to this chapter to locate such sign on any portion of the interstate or federal-aid primary highway system, which sign:

1. Exceeds 50 feet in sign structure height above the crown of the main-traveled way to which the sign is permitted, if outside an incorporated area;
2. Exceeds 65 feet in sign structure height above the crown of the main-traveled way to which the sign is permitted, if inside an incorporated area; or
3. Exceeds 950 square feet of sign facing including all embellishments.

(c) Notwithstanding subparagraph (a)1., the distance between permitted signs on the same side of an interstate highway may be reduced to 1,000 feet if all other requirements of this chapter are met and if:

1. The local government has adopted a plan, program, resolution, ordinance, or other policy encouraging the voluntary removal of signs in a downtown, historic, redevelopment, infill, or other designated area which also provides for a new or replacement sign to be erected on an interstate highway within that jurisdiction if a sign in the designated area is removed;
2. The sign owner and the local government mutually agree to the terms of the removal and replacement; and
3. The local government notifies the department of its intention to allow such removal and replacement as agreed upon pursuant to subparagraph 2.

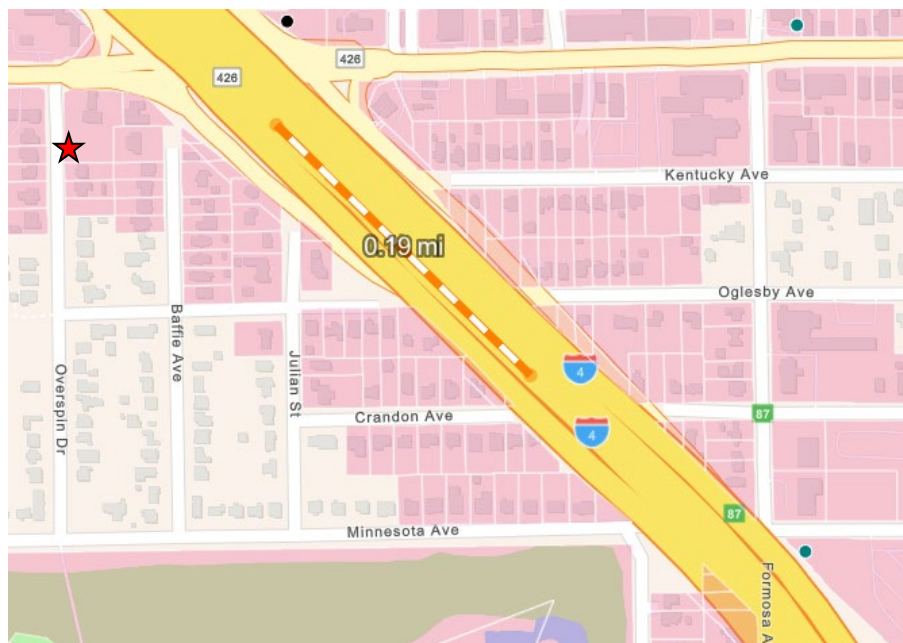
Exhibit J

Separation of Outdoor Advertising Signs to the North



- Existing outdoor advertising signs are noted by a black dot.
- Proposed Sign is noted by a star.
- Closest sign to the North is .25mi away or 1,320 feet away.

Separation of Outdoor Advertising Signs to the South



- Existing outdoor advertising signs are noted by a black dot.
- Proposed Sign is noted by a star.
- There are no outdoor advertising signs within .19mi or 1000ft of the Proposed Sign, closest sign is .75 miles south.

Exhibit K

OUTDOOR ADVERTISING AGREEMENT

THIS OUTDOOR ADVERTISING AGREEMENT (the "Agreement") is made and entered into this 14th day of May, 2007, by and between the **CITY OF WINTER PARK, FLORIDA**, a Florida municipal corporation (the "City"), whose address is 401 Park Avenue South, Winter Park, Florida 32789, and **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware corporation ("Clear Channel"), whose address is 2201 East Camelback Road, Suite 500, Phoenix, Arizona 85016, and whose local address is 5333 Old Winter Garden Road, Orlando, Florida 32811;

WHEREAS, the City desires to improve the aesthetic appearance of the US 17-92 corridor as a gateway into Winter Park; and

WHEREAS, Clear Channel desires to assist the City's efforts provided that their economic interests are safeguarded; and

WHEREAS, Article IV of Chapter 58 of the Code of Ordinances of the City of Winter Park (the "Code") allows the City Commission to enter into agreements that permit signs otherwise prohibited by the Code in order to accomplish the civic improvement aesthetic goals and environmental protection goals of the City.

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants set forth herein, the parties hereby agree as follows:

1. **REMOVAL OF EXISTING OUTDOOR ADVERTISING SIGN AND CONSTRUCTION OF NEW OUTDOOR ADVERTISING SIGN.** The City hereby agrees that Clear Channel may, subject to the terms of this Agreement, construct a new steel monopole outdoor advertising sign in accordance with the design standards described herein, either replacing the existing billboard at 601 n. Orlando Ave. or at such other location between Fairbanks Avenue and Lee Road on U.S. 17-92, location to be agreed upon by Clear Channel, and the City of Winter Park (the "New Winter Park Billboard") upon the removal of the existing outdoor advertising sign containing panel numbers 121, 62029 and 62030, including posts, supports, lights and other associated and ancillary facilities, located at 601 N. Orlando Avenue, Winter Park, Florida (Property Appraiser Parcel # 01-22-29-5224-00-042) (the "Old Winter Park Terrace Billboard").

2. ***NEW WINTER PARK BILLBOARD CONSTRUCTION STANDARDS.*** The New Winter Park Billboard shall be constructed in accordance with the following requirements:

(A) Two sign faces having dimensions of six hundred seventy two (672) square feet each, with copy area of fourteen feet (14') x forty-eight feet (48') per face, which is the same as that presently existing on the Old Winter Park Terrace Billboard.

(B) The New Winter Park Billboard shall not exceed an overall height of fifty feet (50') from grade level.

(C) The New Winter Park Billboard shall have a steel monopole support which shall be painted or encased with panels to match the façade of the building on the premises as part of the new construction.

(D) The New Winter Park Billboard shall be constructed with at least a fifteen foot (15') front setback to comply with City and FDOT requirements for US 17-92.

(E) The New Winter Park Billboard shall be visible to US 17-92 traffic and shall, at Clear Channel's election have either static or electronic/digital changeable message faces, or a combination thereof.

3. ***APPLICATION FOR CITY PERMIT; CITY ISSUANCE OF PERMIT.***

(A) The City hereby agrees to issue all applicable permits for removal of the Old Winter Park Terrace Billboard and the construction, illumination and operation of the New Winter Park Billboard, under the following conditions: Clear Channel shall have sole responsibility to make application to the City and to prepare and submit all supporting materials and to pay the normal fees currently charged by the City for issuance of such permits. The City shall review the plans and specifications in accordance with construction and development standards normally and usually applied in the review of similar applications. Nothing contained in this Agreement shall be deemed to limit or inhibit the evaluation of the application by the City in the prosecution of its governmental powers or to obligate the City to issue the permit in the absence of acceptable plans and specifications.

(B) Provided that Clear Channel provides acceptable plans and specifications in accordance with this Agreement, the City agrees to (i) permit the maintenance and removal of the Old Winter Park Terrace Billboard and (ii) permit the construction, illumination, maintenance and operation of the New Winter Park Billboard with either static or electronic/digital sign face(s), or a combination thereof, as a new outdoor advertising sign, and to recognize the New Winter Park Billboard as a legal, conforming off-premise outdoor advertising sign in accordance with the City's Land Development Code.

4. **APPLICATION FOR FLORIDA DEPARTMENT OF TRANSPORTATION PERMITS.** Clear Channel shall, at Clear Channel's sole cost and expense, apply for all applicable outdoor advertising permits from the City and from the Florida Department of Transportation ("FDOT") required to remove the Old Winter Park Terrace Billboard and construct the New Winter Park Billboard. Clear Channel is responsible for acquiring FDOT outdoor advertising permits for the operation and maintenance of the New Winter Park Billboard. The City shall cooperate with Clear Channel's efforts including the completion of any forms required by Clear Channel's application.

5. **REMOVAL OF OLD WINTER PARK TERRACE BILLBOARD.** Conditioned on obtaining two (2) outdoor advertising permits (the "FDOT Permits") from FDOT for the construction of the New Winter Park Billboard, Clear Channel shall, at its expense, remove the Old Winter Park Terrace Billboard, including posts, supports, lights and other associated and ancillary facilities.

6. **CONSTRUCTION OF NEW WINTER PARK BILLBOARD.** Conditioned on obtaining two (2) outdoor advertising permits (the "FDOT Permits") from FDOT for the construction of the New Winter Park Billboard, Clear Channel shall, at its expense, timely commence the construction of the New Winter Park Billboard, including posts, supports, lights and other associated and ancillary facilities.

7. **CONDEMNATION PROVISIONS.** The City of Winter Park hereby agrees not to condemn with or without the exercise of eminent domain, any of the following: a) the outdoor advertising sign structure described herein as the New Winter Park Billboard, b) sufficient access necessary to operate and maintain the New Winter Park Billboard, c) the real property on which the New Winter Park Billboard is constructed, for a period of forty (40) years from the effective

date of this Agreement. Should any governmental entity undertake any partial or total condemnation involving land, signs or other improvements owned by Clear Channel or the real property owner, then Clear Channel and the real property owner shall each be entitled to the full compensation due to them as permitted by law (including Sections 479.15 and 479.24, Florida Statutes). In the event of such condemnation, during the same Forty (40) year period, the City hereby agrees to allow a relocation or reconstruction of an outdoor advertising sign structure similar to the New Winter Park Billboard under the standards contained in Sections 70.20 and 479.15 of the Florida Statutes (as and to the extent that such may apply). In the event that that part of the property containing the outdoor advertising sign structure is condemned and the remainder of the property is sufficient under City codes, rules and regulations, to permit the erection, maintenance and operation of another outdoor advertising sign structure substantially similar to the New Winter Park Billboard, the City agrees to approve a relocation of the New Winter Park Billboard, or the erection of a substantially similar new sign on the remainder of the property or properties contiguous thereto.

8. ***VISUAL ACCESS.*** The City agrees not to install any vegetation within the public rights-of-way within one thousand feet (1,000') of either side of the sign faces of the New Winter Park Billboard that would impair the visibility of the outdoor advertising sign to traffic traveling on US 17-92. Furthermore, the City agrees not to permit or allow any other outdoor advertising signs or "billboard-type" signs within one thousand feet (1,000') of either side of the sign faces of the New Winter Park Billboard to be erected exceeding forty feet (40') in overall height. This includes off-premise signs, on-premise signs, new signs and existing signs that may be erected, rebuilt or renovated through a variance procedure, annexation or ordinance.

9. *ADDITIONAL CONDITIONS.*

(A) Should Clear Channel fail to complete the removal of the Old Winter Park Terrace Billboard within one year from the effective date of this Agreement, the City shall have the right to terminate this Agreement by delivering ten (10) days' prior written notice to Clear Channel and, in such event, all parties shall be released from all obligations hereunder except those that expressly survive. The written notice shall be deemed effective to terminate this Agreement on the date that is ten days after the date on which the written notice is received by Clear Channel.

(B) By execution of this amendment, the City hereby allows Clear Channel to alternately use other technologies for its static or electronic/digital sign face detailed in Section 2 above, with Clear Channel providing the City with thirty (30) days written notice, and Clear Channel acquiring any applicable or required permits. The technology currently being deployed by Clear Channel is LED (light emitting diode), but the parties agree that there may likely be alternate, preferred and superior technology available in the future. Clear Channel is under no obligation to continue to use LED technology in the course of this approval.

(C) Clear Channel will provide the City with free space on the modified sign face on a space available basis only. The City may utilize this space to advertise public interest messages on the static or electronic/digital sign faces, These messages can include: public service and community events, but not routine traffic alerts/notices. As long as the City provides "camera ready art" there will be no production charges associated with the space.

(D) Clear Channel will provide the City with the ability to deliver regional emergency messages on the static or electronic/digital sign face(s), as needed. These messages can include: amber alerts, evacuation notices, homeland security and public safety, but not routine traffic alerts/notices.

10. ***ELECTRONIC/DIGITAL SIGN OPERATIONAL LIMITATIONS.*** Clear Channel hereby agrees that the electronic/digital 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, design, or pictorial segment of the sign, and (iii) the movement or the appearance of movement of any illumination or the flashing, scintillating or the varying of light intensity.

11. ***REMOVAL OF WALT GILMORE BILLBOARD.***

(A) In the event that Clear Channel becomes the owner of the Braden Drive Sign (defined below) within one (1) year after the date the construction of the Braden Drive Sign is completed, Clear Channel agrees that it shall, at its sole expense, remove its existing outdoor advertising sign(s) containing panel numbers 62042, 62054, 62684 and 62685 (the "Walt Gilmore Billboard"), including posts, supports, lights and other associated and ancillary facilities, at 2050 W. Fairbanks Avenue (Property Appraiser Parcel ID # 12-22-29-6172-02-212), no later than one (1) year after the date the Braden Drive Sign is fully constructed and illuminated by Clear Channel or its agent and Clear Channel has received final building permit inspection approval for the operation thereof. For purposes of this Agreement, the Braden Drive Sign is that outdoor advertising sign that may be constructed on Braden Drive, Winter Park, Florida pursuant to that certain Agreement dated November ____, 2006 among Carolyn Franklin Trust under agreement dated June 11, 1989 ("Franklin"), Stacy Thornton Revocable Trust dated May 23, 2000 ("Thornton"), and the City, which Agreement was recorded on

_____, 2007 in Book ____, Pages _____, Public Records of Orange County, Florida.

(B) In the event that the Walt Gilmore Billboard is removed as described in Section 11(A) above, Clear Channel hereby agrees that it shall not construct any other outdoor advertising sign at 2050 W. Fairbanks Avenue. The City will not permit any other outdoor advertising sign(s), to be erected at 2050 W. Fairbanks Avenue until April 30, 2021.

(C) If, for any reason, Clear Channel does not own the Braden Drive Sign within one (1) year after the date on which the construction of the Braden Drive Sign is completed (and therefore is not required to remove the Walt Gilmore Billboard pursuant to this Agreement), this Agreement shall automatically terminate and all parties shall be released from all duties and obligations under this Agreement.

12. **AUTHORITY.** Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken or followed and that, upon recording of this Agreement, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

14. **SUCCESSORS AND ASSIGNS.** This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Clear Channel and their respective successors in interest.

15. **RECORDING.** This Agreement shall not be recorded.

16. **SEVERABILITY.** If any provisions of this agreement are held to be illegal or invalid, the other provisions of this agreement shall remain in full force and effect.

17. **EFFECTIVE DATE.** This Agreement shall be effective on the date when the last of all the parties shall have signed this Agreement.

18. **COUNTERPARTS AND FACSIMILE COPIES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. To facilitate execution, the parties agree that this Agreement may be executed and transmitting by telecopy or "fax" machine or scanned to create an image and transmitted by e-mail to the other party or parties. The transmission of such counterpart shall be effective to evidence acceptance of the terms hereof and an executed telecopy or scanned image shall be as binding and enforceable as an original.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date and year first above written.

CLEAR CHANNEL OUTDOOR, INC.,
a Delaware corporation

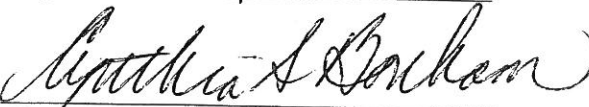
By: 
Name and Title: Craig Swygert - GM

Date: 5/3/07

THE CITY OF WINTER PARK

By: 
David C. Strong, Mayor

Date: 5-14-07

Attest: 
Cynthia S. Bonham
City Clerk

**FIRST AMENDMENT TO
OUTDOOR ADVERTISING AGREEMENT**

THIS FIRST AMENDMENT TO OUTDOOR ADVERTISING AGREEMENT (the "First Amendment") is made and entered into this 14th day of APRIL, 2008, by and between the **CITY OF WINTER PARK, FLORIDA**, a Florida municipal corporation (the "City"), whose address is 401 Park Avenue South, Winter Park, Florida 32789, and **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware corporation ("Clear Channel"), whose address is 2201 East Camelback Road, Suite 500, Phoenix, Arizona 85016, and whose local address is 5333 Old Winter Garden Road, Orlando, Florida 32811;

WHEREAS, Clear Channel and the City entered into that certain Outdoor Advertising Agreement dated May 14, 2007 (the "Agreement"); and

WHEREAS, the City has advised Clear Channel that it desires to enter into negotiations regarding potential amendments to the parties' obligations under the Agreement,

WHEREAS, the parties have agreed to amend the Agreement as further described in this First Amendment to extend certain key timetables under the Agreement,

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants set forth herein, the parties hereby agree as follows:

1. Recitals; Applicability. The recitals set forth above are true and correct and incorporated herein by reference.
2. Capitalized Terms. All capitalized terms shall have the same meanings as defined in the Agreement unless otherwise defined herein.

3. No Other Changes. Except as expressly modified herein, all other provisions of the Agreement are hereby ratified and confirmed. To the extent there is a conflict between the original Agreement and this First Amendment, this First Amendment shall prevail.

4 Amendment to Section 9(A) of Agreement. Section 9(A), "Additional Considerations" is hereby revised to read as follows (new language is underlined and deleted language is ~~struckthrough~~):

9. ***ADDITIONAL CONDITIONS.***

(A) Should Clear Channel fail to complete the removal of the Old Winter Park Terrace Billboard within one year from the Effective Date of this First Amendment Agreement, the City shall have the right to terminate this Agreement by delivering ten (10) days' prior written notice to Clear Channel and, in such event, all parties shall be released from all obligations hereunder except those that expressly survive. The written notice shall be deemed effective to terminate this Agreement on the date that is ten (10) days after the date on which the written notice is received by Clear Channel.

5. Amendment to Section 11(A) of Agreement. Section 11(A), "Removal of Walt Gilmore Billboard" is hereby revised to read as follows (new language is underlined and deleted language is ~~struckthrough~~):

11. ***REMOVAL OF WALT GILMORE BILLBOARD.***

(A) ~~In the event that Clear Channel becomes the~~ is the owner of the Braden Drive Sign (defined below) ~~within one (1) year after the date the construction of the Braden Drive Sign is completed.~~ Clear Channel agrees that it shall, at its sole expense, remove its existing outdoor advertising sign(s) containing panel numbers 62042,

62054, 62684 and 62685 (the "Walt Gilmore Billboard"), including posts, supports, lights and other associated and ancillary facilities, at 2050 W. Fairbanks Avenue (Property Appraiser Parcel ID # 12-22-29-6172-02-212), no later than one year after the Effective Date of this First Amendment ~~one (1) year after the date the Braden Drive Sign is fully constructed and illuminated by Clear Channel or its agent and Clear Channel has received final building permit inspection approval for the operation thereof.~~ For purposes of this Agreement, the Braden Drive Sign is that outdoor advertising sign that has been ~~may be~~ constructed on Braden Drive, Winter Park, Florida pursuant to that certain Agreement dated November, 2006 among Carolyn Franklin Trust under agreement dated June 11, 1989 ("Franklin"), Stacy Thornton Revocable Trust dated May 23, 2000 ("Thornton"), and the City, which Agreement was recorded on March 2, 2007 in Book 9139, Page 948, Public Records of Orange County, Florida.

6. **AUTHORITY.** Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken or followed and that, upon recording of this Agreement, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.

7. **EFFECTIVE DATE.** The Effective Date of this First Amendment shall be the date when the last of all the parties shall have signed this Agreement.

CITY OF WINTER PARK
APR 26 2011
BUILDING DIVISION

8. **COUNTERPARTS AND FACSIMILE COPIES.** This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. To facilitate execution, the parties agree that this First Amendment may be executed and transmitting by telecopy or "fax" machine or scanned to create an image and transmitted by e-mail to the other party or parties. The transmission of such counterpart shall be effective to evidence acceptance of the terms hereof and an executed telecopy or scanned image shall be as binding and enforceable as an original.

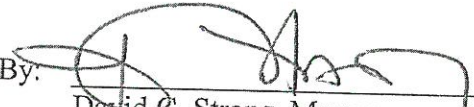
IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date and year set forth below the parties' signatures below.

CLEAR CHANNEL OUTDOOR, INC.,
a Delaware corporation

By: 
Name and Title: General Manager

Date: 5-12-08

THE CITY OF WINTER PARK

By: 
David C. Strong, Mayor

Date: 4-14-08

Attest: 
City Clerk

CITY OF WINTER PARK

APR 28 2011

BUILDING DIVISION

**SECOND AMENDMENT TO
OUTDOOR ADVERTISING AGREEMENT**

THIS SECOND AMENDMENT TO OUTDOOR ADVERTISING AGREEMENT (the "Second Amendment") is made and entered into this 11th day of May, 2009, by and between the **CITY OF WINTER PARK, FLORIDA**, a Florida municipal corporation (the "City"), whose address is 401 Park Avenue South, Winter Park, Florida 32789, and **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware corporation ("Clear Channel"), whose address is 2201 East Camelback Road, Suite 500, Phoenix, Arizona 85016, and whose local address is 5333 Old Winter Garden Road, Orlando, Florida 32811.

WHEREAS, Clear Channel and the City entered into that certain Outdoor Advertising Agreement dated April 14, 2007 and that certain First Amendment to Outdoor Advertising Agreement dated April 14, 2008 with an Effective Date of May 12, 2008 (collectively, the "Agreement"); and

WHEREAS, the City has advised Clear Channel that it desires to enter into negotiations regarding potential amendments to the parties' obligations under the Agreement; and

WHEREAS, the parties have agreed to amend the Agreement as further described in this Second Amendment to extend certain key timetables under the Agreement.

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants set forth herein, the parties hereby agree as follows:

1. Recitals; Applicability. The recitals set forth above are true and correct and incorporated herein by reference.

2. Capitalized Terms. All capitalized terms shall have the same meanings as defined in the Agreement unless otherwise defined herein.

3. No Other Changes. Except as expressly modified herein, all other provisions of the Agreement are hereby ratified and confirmed. To the extent there is a conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail.

4. Amendment to Section 9(A) of Agreement. Section 9(A), "Additional Conditions" is hereby revised to read as follows (new language is underlined and deleted language is ~~struckthrough~~):

9. ***ADDITIONAL CONDITIONS.***

(A) Should Clear Channel fail to complete the removal of the Old Winter Park Terrace Billboard within ~~one~~ four years from the Effective Date of this ~~First~~ Second Amendment, the City shall have the right to terminate this Agreement by delivering ten (10) days' prior written notice to Clear Channel and, in such event, all parties shall be released from all obligations hereunder except those that expressly survive. The written notice shall be deemed effective to terminate this Agreement on the date that is ten (10) days after the date on which the written notice is received by Clear Channel.

5. Authority. Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken or followed and that, upon recording of this

Agreement, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.

6. Effective Date. The Effective Date of this Second Amendment shall be May 11, 2009.

7. Counterparts and Facsimile Copies. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. To facilitate execution, the parties agree that this Second Amendment may be executed and transmitting by telecopy or "fax" machine or scanned to create an image and transmitted by e-mail to the other party or parties. The transmission of such counterpart shall be effective to evidence acceptance of the terms hereof and an executed telecopy or scanned image shall be as binding and enforceable as an original.

Signature page follows.

CITY OF WINTER PARK
APR 28 2011
BUILDING DIVISION

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date and year set forth below the parties' signatures below.

CLEAR CHANNEL OUTDOOR, INC.,
a Delaware corporation

By: Craig Swygert
Name and Title: Craig Swygert - President
Orlando
Date: 5/18/09

THE CITY OF WINTER PARK

By: Ken Bradley
Ken Bradley, Mayor

Date: 5/20/09

Attest: Emilia Graham
City Clerk

CITY OF WINTER PARK
APR 28 2011
BUILDING DIVISION