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RESOLUTION NO. R12-058

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**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF BOYNTON BEACH, FLORIDA,
APPROVING A JOINT PROPOSAL REGARDING
LOCATION AND LIMITATION OF DIGITAL
OUTDOOR ADVERTISING DISPLAYS WITH CLEAR
CHANNEL OUTDOOR, INC., AND WILTON MANOR
STREET SYSTEMS, INC; AUTHORIZING THE
MAYOR AND CITY CLERK TO EXECUTE THE
NECESSARY DOCUMENTS; AND PROVIDING AN
EFFECTIVE DATE.**

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WHEREAS, in 2000, Florida Outdoor Advertising, LLC, Gold Coast Advertising, Inc., initiated litigation with the City over applications for sign permits which resulted in a Settlement Agreement dated October 5, 2001 that allowed the installation of certain signs adjacent to Interstate 95 in the City; and

WHEREAS, Clear Channel subsequently assumed the rights of Florida Outdoor Advertising and Gold Coast Advertising under the Agreement to six billboards with a total of 11 advertising faces; and

WHEREAS, Clear Channel applied to the City for a permit to upgrade an existing sign under the Agreement to an “embodied” lighting system under Section 8 of the Agreement, “Sign Lighting.” The City denied Clear Channel’s application on the basis that Section 8 “Sign Lighting” did not allow the proposed upgrade; and

WHEREAS, Clear Channel initiated litigation against the City in Palm Beach County Circuit Court over the meaning of Section 8 “Sign Lighting”; and

WHEREAS, Wilton Manors Street Systems made a proposal to lease City-owned property on the east side of I-95 to erect either a static faced billboard or a digital billboard; and

1 **WHEREAS**, the City Commission of the City of Boynton Beach, Florida , upon the
 2 recommendation of staff, deems it to be in the best interests of the City residents to approve
 3 the joint proposal regarding location and limitation of digital outdoor advertising displays
 4 with Clear Channel Outdoor, Inc., and Wilton Manors Street Systems, Inc., by approving the
 5 Amendment to Settlement Agreement with Clear Channel Outdoor, Inc., and the Outdoor
 6 Lease Agreement with Wilton Manors Street Systems, Inc.

7 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**
 8 **THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

9 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
 10 being true and correct and are hereby made a specific part of this Resolution upon adoption
 11 hereof.

12 **Section 2.** The City Commission of the City of Boynton Beach, Florida hereby
 13 approves the Amendment to Settlement Agreement with Clear Channel Outdoor, Inc., a copy
 14 of which is attached hereto as Exhibit "A".

15 **Section 3.** The City Commission of the City of Boynton Beach, Florida hereby
 16 approves the Outdoor Lease Agreement with Wilton Manors Street Systems, Inc., a copy of
 17 which is attached hereto as Exhibit "B".

18 **Section 4.** The Mayor and City Clerk are authorized to execute the necessary
 19 documents to effectuate this approval.

20 **Section 5.** This Resolution shall become effective immediately upon passage.


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PASSED AND ADOPTED this 3rd day of July, 2012.

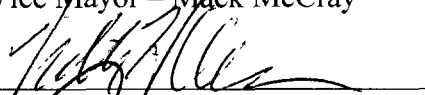
CITY OF BOYNTON BEACH, FLORIDA



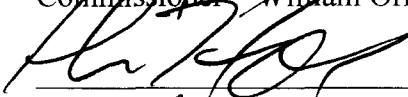
Mayor – Woodrow J. Hay



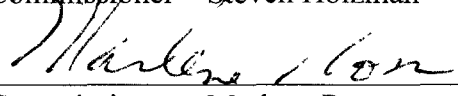
Vice Mayor – Mack McCray



Commissioner – William Orlove

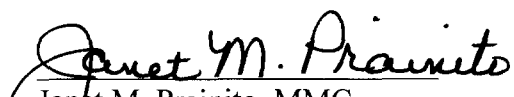


Commissioner – Steven Holzman



Commissioner – Marlene Ross

ATTEST:



Janet M. Prainito, MMC
City Clerk



AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement (“Amendment”) is made and entered into by and between Clear Channel Outdoor, Inc. (“Clear Channel”) and the City of Boynton Beach, Florida (“City”), collectively (“Parties”).

WHEREAS litigation between Florida Outdoor Advertising, LLC, Gold Coast Advertising, Inc., and the City over applications for sign permits, more particularly described in Case No. 00-8577-CIV-MIDDLESBOOKS/BANDSTRA (S.D. Fla.), resulted in a settlement agreement (“Agreement”) dated October 5, 2001, a copy of the Agreement is attached hereto; and

WHEREAS the Agreement allowed the installation of certain signs adjacent to Interstate 95 in the City subject to the terms laid out in the Agreement; and

WHEREAS Clear Channel subsequently assumed the rights of Florida Outdoor Advertising and Gold Coast Advertising under the Agreement to six billboards with a total of 11 advertising faces, as shown in Exhibit “A” hereto; and

WHEREAS Clear Channel applied to the City for a permit to upgrade an existing sign under the Agreement to an “embodied” lighting system, specifically a digital billboard panel, under Section 8 “Sign Lighting” of the Agreement; and

WHEREAS the City ultimately denied Clear Channel’s application on the basis that Section 8 “Sign Lighting” did not allow the proposed upgrade; and

WHEREAS the dispute between Clear Channel and the City over the meaning of Section 8 “Sign Lighting” resulted in litigation more fully described in a lawsuit styled Clear Channel Outdoor, Inc. v. City of Boynton Beach, Florida, Case No. 50 2011 CA 014815 XXXXMB (15th Judicial Cir.).

NOW THEREFORE, in light of the foregoing and based upon the exchange of valuable consideration by and between the parties to this Amendment – including the City’s agreement to allow Clear Channel to upgrade certain signs faces as described herein and Clear Channel’s waiver of certain legal claims as set forth below – the Parties to this Amendment hereby agree as follows:

Each of the respective Parties to this Amendment hereby mutually releases and forever discharges each of the other Parties to this Amendment and all of such Parties’ successors, assigns, agents, affiliates, elected officials, officers, directors, employees, representatives, insurers, and attorneys and each of them of and from any and all claims, debts, liabilities, demands, obligations, damages, costs, expenses, attorneys’ fees, enforcement actions, and causes of action of every nature which were or could have been asserted in Clear Channel Outdoor, Inc. v. City of Boynton Beach, Florida, Case No. 50 2011 CA 014815. Each Party will bear their own fees and costs.

Clear Channel will:

- agree not to apply to upgrade any additional signs shown on Exhibit A to digital billboard displays based on the terms of the Agreement, other than those described herein. To the extent generally applicable City regulations will allow additional sign faces to be upgraded to digital billboard displays, such upgrades shall not be limited or restricted hereby; and
- display advertising copy on the digital billboard sign face listed as Number 1 on Exhibit A hereto, once upgraded to a digital billboard display, on behalf of the City, with no charge for advertising space, for the following advertising messages only: public service, welcome messages, or City-sponsored community events in the City of Boynton Beach (“City Messages”), subject to the following conditions and parameters:

(i) All copy will be submitted to Clear Channel at least 10 (ten) business days before the proposed display date and will be subject to Clear Channel's standard advertising copy rejection and removal policies which allow Clear Channel the right in Clear Channel's sole discretion to approve or disapprove copy and remove copy once posted or displayed. Copy shall be submitted in "camera ready" form and within the technical specifications required by Clear Channel.

(ii) While the digital sign face is installed on the sign listed as Number 1 on Exhibit A and is in operation, Clear Channel shall allow up to a total of 5 hours (e.g., 2,250 8-second messages) of City messages per month at no cost to the City. City messages shall be comprised of eight (8) second messages (or such length as prescribed by law), each to be displayed in rotation with other advertisements. The City messages shall be reasonably distributed throughout a twenty-four (24) hour period.

(iii) If at any time in the future Clear Channel removes the digital sign face from the sign structure or is unable to operate the digital sign face, for any reason, the City Messages commitment in this section shall be automatically terminated and rendered null and void. Clear Channel would then be under no obligation whatsoever to provide the City with any type of free advertising space. However, any time Clear Channel operates the sign face listed as Number 1 on Exhibit A hereto with digital technology, the City Messages commitment shall remain in place.

(iv) The City shall not charge for, or exchange goods or services for, any space on a Clear Channel digital billboard sign.

(v) It is expressly understood and agreed that City Messages may not include any names, logos or marks associated with any third party non-governmental person or

entity or any products or any services associated with any third party non-governmental person or entity.

(vi) Any of said described space on the sign unused by the City at the end of a calendar month shall not rollover and will be forfeited; and

- dismiss the case styled Clear Channel Outdoor, Inc. v. City of Boynton Beach, Florida, Case No. 50 2011 CA 014815 XXXXMB (15th Judicial Cir.) with prejudice within five (5) days of the completion of the upgrade to a digital billboard display of the sign face listed as Number 1 on Exhibit A as described below. The parties agree to stay all proceedings until such dismissal.

The City will:

- allow Clear Channel to immediately upgrade its existing sign structure to a digital billboard display on the sign face listed as Number 1 on Exhibit A hereto; and
- allow Clear Channel to upgrade its existing sign structure to a digital billboard display on the sign face listed as Number 2 on Exhibit A any time after January 1, 2013. Thus, Clear Channel may upgrade a total of two (2) of the 11 faces listed on Exhibit A in accordance with this staggered schedule.

While Clear Channel is authorized under this Amendment to operate the signs with digital technology, according to the schedule herein, Clear Channel shall be under no obligation to operate the signs solely with digital technology. Clear Channel maintains the right to choose to operate the sign faces as either traditional static or digital, at its sole option, under the Agreement. So long as those signs upgraded to digital billboards are operated in compliance with Florida state law they shall not be considered as utilizing flashing, intermittent, or moving light in violation of City regulations.

The Parties further agree that this Amendment may be executed in one or more counterparts, all of which taken together shall constitute one agreement once delivered in any medium to the other Party.

REVIEWED, APPROVED, AND ACCEPTED BY:

DATED: June 18, 2012.

By: [Signature]

On Behalf of Clear Channel Outdoor, Inc.

Its: EVP, GC and Asst Sec

[Signature]
Witness No. 1

[Signature]
Witness No. 2

Sworn to and subscribed before me this 18 day of June, 2012



Sabrina K. Wolf
NOTARY PUBLIC

My Commission Expires: Sept. 22, 2012

REVIEWED, APPROVED, AND ACCEPTED BY:

DATED: ~~June~~ July 12, 2012.

By: [Signature]
On Behalf of the City

Its: INTERIM CITY MANAGER

[Signature]
Witness No. 1

[Signature]
Witness No. 2

Sworn to and subscribed before me this 16th day of ~~June~~ July, 2012

APPROVED AS TO FORM: [Signature]
CITY ATTORNEY

Catherine Cherry-Guberman
NOTARY PUBLIC
Catherine Cherry-Guberman
My Commission Expires: JUNE 12, 2016



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-8577-CIV-MIDDLEBROOKS/BANDSTRA
(As Consolidated with 00-8803-CIV-MIDDLEBROOKS/BANDSTRA)

FLORIDA OUTDOOR ADVERTISING,
LLC, and
GOLD COAST ADVERTISING, INC.
Plaintiffs,

vs.

CITY OF BOYNTON BEACH,
Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 9th day of October, 2001, by and between plaintiffs and appellees, Florida Outdoor Advertising, LLC, ("FOA"), Gold Coast Advertising, Inc ("GOLD COAST") and defendant and appellant, the City of Boynton Beach ("the CITY").

WHEREAS, FOA filed suit against the CITY as evidenced by Case No. 00-8577 CIV, GOLD COAST subsequently filed suit against the CITY as evidenced by Case No. 00-8803; and the lawsuits were joined, and

WHEREAS, an Order in Case No. 00-8577 CIV was filed on June 27, 2001, Denying Defendant's Motion for Summary Judgement and Granting Plaintiffs' Cross-Motions for Summary Judgement, and

WHEREAS, Defendant, CITY timely filed a Notice of Appeal; and

WHEREAS, FOA and GOLD COAST are sign companies that seek to construct signs for commercial and non-commercial speech at locations adjacent to the Interstate 95 corridor through the CITY in conformity with Florida Department of Transportation Rules Regulating Outdoor Advertising; and

WHEREAS, FOA filed a total of fifteen (15) permit applications with the CITY for construction of signs prior to the filing of Case No. 00-8577 CIV, and GOLD COAST filed a total of five (5) permit applications with the CITY for construction of signs prior to the filing of Case No. 00-8803, and

WHEREAS, FOA has agreed to reduce the number of sign permits from fifteen (15) if the CITY agrees to issue six (6) permits to FOA to construct signs adjacent to the Interstate 95 corridor through the CITY in conformity with Florida Department of Transportation Rules Regulating Outdoor Advertising at the locations listed and shown on Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, GOLD COAST has agreed to reduce the number of sign permits from five (5) if the CITY agrees to issue three (3) permits to GOLD COAST to construct signs adjacent to the Interstate 95 corridor through the CITY in conformity with Florida Department of Transportation Rules Regulating Outdoor Advertising at the locations listed and shown on Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, FOA and GOLD COAST have full authority to enter into this Agreement, and

WHEREAS, the CITY is entering into this Agreement as a compromise of a disputed claim; the CITY does not admit any liability; and

WHEREAS, all parties consider it to be in their best interests and in the interests of the citizens and property owners of Boynton Beach to approve this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree each with the other as follows:

Section 1. Recitals. The recitals above are true and correct.

Section 2. Harmony of Regulations. All sign locations shall be inspected, approved and permitted in conformity with Florida Department of Transportation Rules Regulating Outdoor Advertising prior to the final issuance by the CITY of a building permit.

Section 3. Sign Construction. FOA shall be permitted to construct six (6) signs within the Interstate 95 corridor through the CITY. GOLD COAST shall be permitted to construct three (3) signs within the Interstate 95 corridor through the CITY. The upper structure of the signs may be double-sided with a "V" shape on a single pole base as shown on Exhibit "C". The single pole is not required to be directly in the middle of the sign and may be on one end. The total height of the signs shall not exceed sixty-five (65) feet over the adjacent main-traveled way of Interstate 95 to the top of the signs, as shown on Exhibit "C". The engineering and construction of the signs shall be done in accordance with and shall comply with the Southern Building Code. Tri-Vision type sign faces are restricted and may be utilized on only Three (3) sign faces constructed by FOA and on only One (1) sign face constructed by GOLD COAST.

Section 4. Alternate Sites. In the event any of the six (6) properties on Exhibit "A" or the three (3) properties on Exhibit "B" are not used as Sign sites or are "TO BE DETERMINED", FOA and/or GOLD COAST may substitute another property for Sign site permitting by the CITY, provided said site is within the Interstate 95 corridor and the sign face shall be placed so as to be primarily visible from Interstate 95. The CITY shall not unreasonably deny a Sign permit to FOA and/or GOLD COAST so long as the substituted site otherwise conforms to FDOT permitting requirements, the limitations set forth herein, and the maximum number of Signs shall not exceed six (6) and three (3).

Section 5. Residential Use Setback. Signs permitted by this Agreement shall not be located within 250 feet of any Residential Use, except on parcel number 08434528150740070 where one sign may be permitted at the discretion of FOA not less than 150 feet from a Residential Use.

Section 6. Highway Ramp Separation. Signs permitted by this Agreement shall not be located within 250 feet from the edge of pavement of Woolbright Road, Boynton Beach Boulevard or Gateway Boulevard.

Section 7. Sign Size. Signs permitted by this Agreement shall not exceed 672 square feet per sign side. The size and height of the signs shall not exceed any of the dimensions as shown on Exhibit "C", attached hereto and incorporated herein, except for embellishments. Embellishments shall not exceed 20%

thereof or extend more than 5 feet beyond the outside edge of any side of the signs.

Section 8. Sign Lighting. Signs permitted by this Agreement may be illuminated, however, a sign which contains, includes, or is illuminated by any flashing, intermittent, or moving lights is prohibited, except that lights embodied in the signs may be used. Further, the signs shall be so illuminated that they do not interfere with the effectiveness of or obscure an official traffic sign, device, or signal.

Section 9. Adult Content Prohibited. Signs permitted by this Agreement shall not display any advertising of any establishment or business that could reasonably be characterized as providing adult sexual entertainment, nor shall any sign contain sexually graphic materials. No signs shall contain any obscene language or language that describes sexual conduct or graphics that depicts sexual conduct

Section 10. Mitigation. In order to minimize the effects of construction of the number of signs for which applications were originally filed, and the expense of continued litigation and attorneys fees, the CITY, FOA and GOLD COAST agree that six (6) sign permits shall be issued to FOA, and three (3) sign permits shall be issued to GOLD COAST by the CITY.

Section 11. Agreement Running with FOA and GOLD COAST. This Agreement shall run with FOA and GOLD COAST and the locations permitted. This Agreement shall be binding upon the parties hereto, their successors and assigns. FOA and GOLD COAST have full authority to enter into this agreement and implement this agreement for the application, location and signs referenced herein.

Section 12. Settlement of Claim. FOA and GOLD COAST acknowledge that the CITY agrees to the construction of the signs as described above in settlement of FOA's and GOLD COAST's claims and that the CITY does not admit any liability in this Settlement Agreement.

Section 13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof. It is the final expression of agreement between the parties, thus, neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers, made either prior to or simultaneous with the execution of this Agreement.

Section 14. Voluntary Dismissal/Attorney's Fees and Costs. This Agreement will be filed with the Court. The lawsuits filed against the City by FOA, Case No. 00-8577-CIV and by GOLD COAST, Case No. 00-8803-CIV and the appeal thereof will be withdrawn and a voluntary dismissal with prejudice shall be filed with the Court by FOA and GOLD COAST within 10 days of all parties executing this Agreement. Each party shall bear its own Attorney's Fees and Costs. The Court shall retain jurisdiction of this action to enforce the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

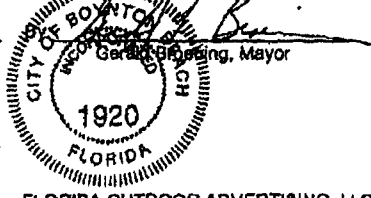
ATTEST:

By: Janet M. Prainito
City Clerk

Approved as to Legal Form:

By: James Chertif
City Attorney

CITY OF BOYNTON BEACH, FLORIDA



FLORIDA OUTDOOR ADVERTISING, LLC

By: Daniel L. Herdin
Daniel L. Herdin, President

Dated: October 4th 2001

WITNESSES

DANION JONES
Print Name: DANION JONES

Rose Marie Lamerina
Print Name: Rose Marie Lamerina

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 4th day of October 2001, by Daniel L. Hardin, as President of Florida Outdoor Advertising, LLC. A Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced Driver's License (type of identification) as identification.

Mary L Ramsey
Signature of Person Taking Acknowledgment



Mary Lynn Ramsey
My Commission CC022000
Expires April 20, 2004

Name Typed, Printed or Stamped

WITNESSES

Maria Lamanna
Print Name: Maria Lamanna
Frank S. Webb
Print Name: Frank S. Webb

GOLD COAST ADVERTISING, INC.
By: Candi Taylor

Dated: 10-05-01

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5th day of October 2001, by Alison Oliver as President (name of officer or agent, title of officer or agent), of Gold Coast Advertising, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced Driver's License (type of identification) as identification.

Mary L Ramsey
Signature of Person Taking Acknowledgment



Mary Lynn Ramsey
My Commission CC022000
Expires April 20, 2004

Name Typed, Printed or Stamped

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-8577-CIV-MIDDLEBROOKS/BANDSTRA
(As consolidated with 00-8803-CIV- MIDDLEBROOKS/BANDSTRA)

FLORIDA OUTDOOR ADVERTISING,
LLC, and
GOLD COAST ADVERTISING, INC.
Plaintiffs,

vs.

CITY OF BOYNTON BEACH,

Defendant.

SETTLEMENT AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH,
FLORIDA OUTDOOR ADVERTISING, LLC, AND
GOLD COAST ADVERTISING, INC.
REGARDING THE CONSTRUCTION OF SIGNS

EXHIBIT "A"

Florida Outdoor Advertising, LLC signs adjacent to the Interstate 95 corridor through the CITY in conformity with Florida Department of Transportation Rules Regulating Outdoor Advertising:

- 1) Pelican Estates, Inc., 4010 Thor Drive, PCN 08434605000007060
- 2) Elsie Winchester, vacant land, PCN 08434528000007030
- 3) William Hartman d/b/a Bulldog Fence Company, 555 W. Ocean Avenue, PCN 08434528150740070
- 4) AA Alpine Storage-Boynton, LLC d/b/a Extra Closet, 860 W Industrial Avenue, PCN 08434520200000010
- 5) West Industrial Associates, 1300 W. Industrial Avenue, PCN 08434521000003090
- 6) Florentine Marble Co., Inc., vacant land, PCN 08434516000003090

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-8577-CIV-MIDDLEBROOKS/BANDSTRA
(As consolidated with 00-8803-CIV- MIDDLEBROOKS/BANDSTRA)

FLORIDA OUTDOOR ADVERTISING,
LLC, and
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Plaintiffs,

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CITY OF BOYNTON BEACH,

Defendant.

SETTLEMENT AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH,
FLORIDA OUTDOOR ADVERTISING, LLC, AND
GOLD COAST ADVERTISING, INC.
REGARDING THE CONSTRUCTION OF SIGNS

EXHIBIT "B"

Gold Coast Advertising, Inc. signs adjacent to the Interstate 95 corridor through the CITY in conformity with Florida Department of Transportation Rules Regulating Outdoor Advertising:

- 1) 3800 South Congress (PCN 08434605000007010)
- 2) West Side I-95, To Be Determined in conformity with Florida Department of Transportation Rules Regulating Outdoor Advertising
- 3) West Side I-95, To Be Determined in conformity with Florida Department of Transportation Rules Regulating Outdoor Advertising

City of
BOYNTON BEACH

SIDE ELEVATION
(ONE OF TWO SIGN FACES SHOWN)

EXHIBIT "C"

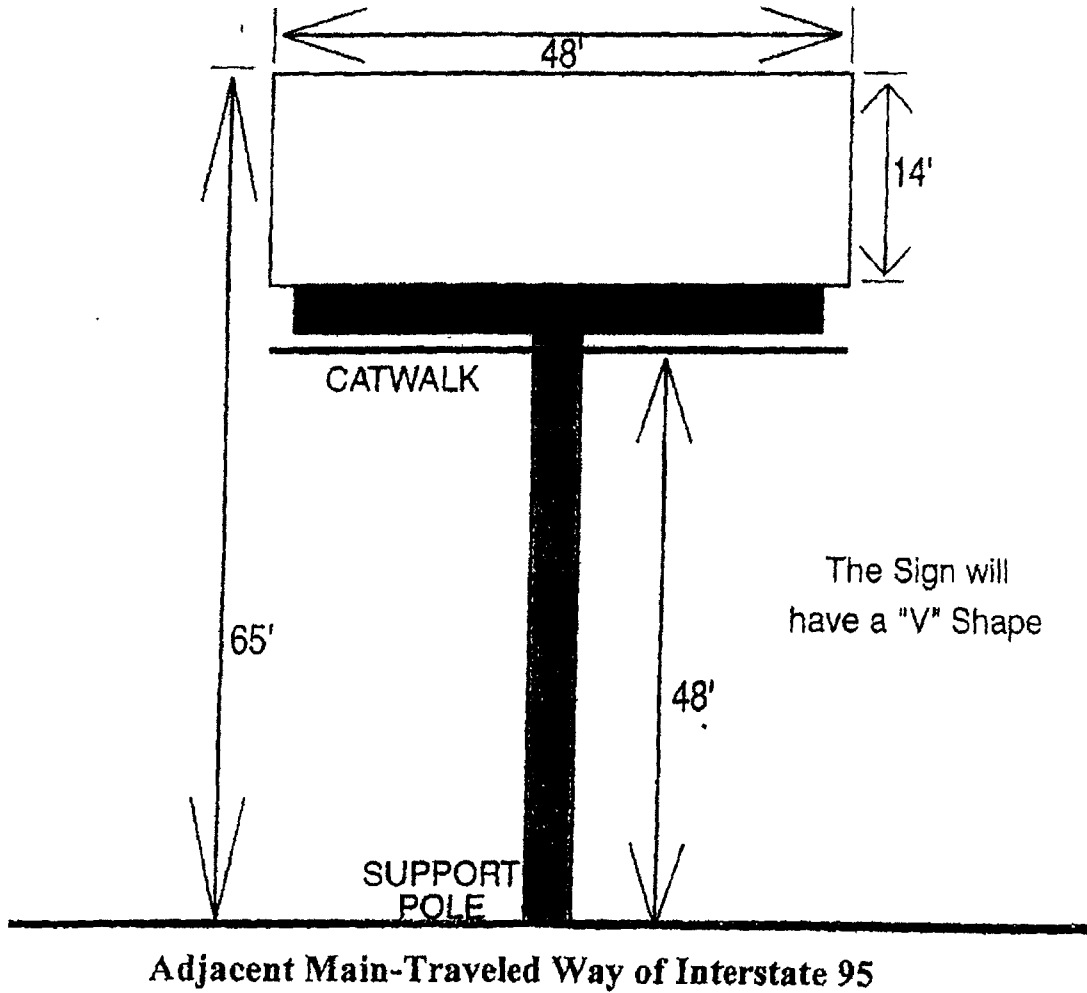


Exhibit “A”

List of Boynton Beach CCO I-95 Inventory

<u>Ride#</u>	<u>Lease#</u>	<u>Ride Description</u>
1 <u>13747</u>	<u>80150</u>	<u>I-95 WS 0.2mi N/O Gateway Blvd F/N - 2*</u>
2 13700	80149	I-95 WS 0.5mi N/O Boynton Beach Blvd F/S - 1
13701	80149	I-95 WS 0.5mi N/O Boynton Beach Blvd F/N - 2
13748	80150	I-95 WS 0.2mi N/O Gateway Blvd F/S - 1
13685	80181	I-95 WS 0.75mi S/O Woolbright Road F/S - 1
13687	80181	I-95 WS 0.75mi S/O Woolbright Road F/N - 2
13670	80146	I-95 WS 0.5mi S/O Woolbright Rd F/S - 1
13671	80146	I-95 WS 0.5mi S/O Woolbright Rd F/N - 2
13680	80147	I-95 WS 500ft S/O Boynton Beach Blvd F/S - 1
13698	80148	I-95 WS 0.25mi N/O Boynton Beach Blvd F/S - 1
13699	80148	I-95 WS 0.25mi N/O Boynton Beach Blvd F/N - 2

* Applied and Denied FACE

EXHIBIT "A"

OUTDOOR LEASE AGREEMENT

1. This Lease Agreement ("Lease") is effective this 18 day of July, 2012 and entered into by the City of Boynton Beach, a Florida Municipality ("Landlord") and Wilton Manors Street Systems, Inc., a Florida corporation ("Tenant"). Landlord hereby leases to Tenant a portion of the real estate commonly known as the City of Boynton Beach Public Works Site located at 510 N.W. 14th Court in the City of Boynton Beach, in the County of Palm Beach, in the State of Florida ("Property"). The specific portion of the Public Works Site shall be agreed upon by the parties and described in a separate document. The Property is leased for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing one outdoor advertising structure, which shall contain two static advertising faces and comply with Chapter 479 of the Florida Statutes and that certain Settlement Agreement dated October 5th, 2001, attached as Exhibit "A," including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structure"). Wilton Manors Street Systems, Inc., currently holds the rights to two of the nine outdoor advertising structures contemplated by the Settlement Agreement. The Structure contemplated by this Lease shall constitute one of Wilton Manors Street Systems, Inc's, two outdoor advertising structures. The Settlement Agreement remains in full force and effect in all respects except that should Wilton Manors Street Systems, Inc., its licensees, heirs, successors, or assigns request to erect the one additional outdoor advertising structure permitted by the Settlement Agreement, the City agrees to approve, permit, and allow for either or both of the sign faces on that structure to contain electronic changeable sign faces (light-emitting diode ("LED")) digital advertising technology for that outdoor advertising structure. This Lease includes all necessary rights of ingress and egress and utility access. Further, Tenant may license the use of the Structure, or any portion thereof, for any lawful purpose.

2. Term: This Lease shall be in effect for an initial term of Thirty (30) Years, commencing on the first day of the first month following completion of construction as indicated by a Final Inspection approval by the City of Boynton Beach. If another government or quasi-government entity acquires the property, then the lease shall be extended to the date which is 30 years from the date of acquisition.

3. Rent: The Structure shall contain two (2) static advertising faces. Tenant shall pay Landlord upon execution of this Lease rent in the amount of One Thousand Dollars (\$1000.00) for the period of time prior to complete construction of the Structure. Construction of the Structure shall commence within 120 days following issuance of all necessary governmental approvals for construction. On the first day of the first month after construction is completed, as evidenced by Final Inspection approval from the City of Boynton Beach, Annual Base Rent in the amount of **\$24,750.00** shall be payable in full by Tenant. On the first anniversary of the lease and on every anniversary thereafter, the Annual Base Rent shall be increased by the sum of three percent (3%) per year over the previous year.

any portion of the Property. A copy of any such third-party offer received by Landlord shall be delivered to Tenant. Tenant shall then have 30 business days from the date of delivery in which to match any such offer by giving written notice to Landlord. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change in writing. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5 Tenant is the owner of the Structure and has the right to remove the Structure at any time or within one hundred twenty (120) days following the termination of this Lease. If for any reason, Tenant's Structure is removed, materially damaged, or destroyed, all rent payments shall cease unless and until the Structure is rebuilt. If the Structure is removed for any reason, both the above-ground and foundation portions of the Structure need to be removed by Tenant. 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 Structure, 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. Tenant shall be required to maintain and service its Structures (including any supporting or necessary structures, footings, devices, electrical power and connections) in a reasonably safe and operational condition on the Property for which use or uses are permitted by law throughout the Term of this Lease, including any extensions thereof. Tenant shall keep the Property and its surrounding area free of unused sign materials, sign debris or discarded materials at all times during this Lease. Tenant's failure to maintain the Property and its surrounding area free of prohibited materials, and failure to correct such defects within sixty (60) days following written notification by Landlord shall constitute a material breach of this Lease.

6 Tenant shall be responsible for the annual payment of applicable Tangible Personal Property taxes for its sign Structures. Landlord shall be responsible for the annual payment of Real Property Taxes for the Property, if applicable.

7 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 reasonable discretion, would materially obstruct the view of the advertising copy on the Structure. If Landlord fails to remove the obstruction within five (5) days after written notice from Tenant, Tenant may in its sole discretion (a) remove the obstruction at Landlord's expense, (b) cancel this Lease following separate written notice of cancellation, remove the structure 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 or prune any trees and vegetation currently on the Property or any neighboring property owned or controlled by the Landlord as often as Tenant in its reasonable discretion deems appropriate to prevent obstructions. Any such trimming or pruning shall be in accordance with accepted arborist standards. 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.

8 If, in Tenant's sole opinion (a) the view of the Structure's advertising copy becomes entirely or partially obstructed, (b) electrical service, excluding minor interruptions in electrical service (i.e., storm outages), is unavailable, (c) the Property cannot safely be used for the erection or maintenance of the Structure for any reason, (d) there is a diversion, reduction (by thirty percent (30%)) or change in directional flow of traffic on Interstate 95 (I-95) adjacent to or leading to or past the Property, (e) the Structure's value for advertising purposes is diminished by thirty percent (30%) (f) Tenant is unable to obtain or maintain any

necessary permit for the erection, use and/or maintenance of the Structure, or (g) the Structure's use is prevented or restricted by law then Tenant may, upon one-hundred eighty (180) days' (or thirty (30) days' with respect to clause (f) of this Section 8) written notice to Landlord, cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. If Tenant is prevented from illuminating its signs by law or other legal cause beyond Tenant's control, rent shall be reduced by one-third for any such period of non-illumination.

9 If the Structure or the Property, or any part thereof, is condemned by the proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any major right-of-way from which the Structure is visible is relocated, Tenant shall have the right to relocate the Structure on Landlord's remaining property with Landlord's consent, such consent shall not be unreasonably withheld, or to terminate this Lease upon not less than one hundred eighty (180) written notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structure and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the purchase by or sale to any entity with the power of eminent domain, or by, or for the benefit of any entity with the power of eminent domain.

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

11 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.

12 If (a) Tenant has not been informed of the new 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 (although rent continues to accrue) hereunder for the period commencing with the due date of the first such payment not deposited and continuing forward until Landlord (i) gives Tenant notice of its new 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, all accrued rent shall be due and payable, and prior rent shall also be due and payable unless previous payments were deposited as described in (ii) of this section and honored by the applicable financial institution.

13 Tenant shall indemnify and hold Landlord harmless from all damage to the Property or injury to persons caused by the Structure, Tenant, Tenant's employees, agents, licensees, and contractors. Landlord shall indemnify and hold Tenant harmless from all damage to the Structure or injuries to persons caused by Landlord, Landlord's employees, agents, licensees, and contractors.

14 Signs on the Structure permitted by this Agreement shall not display any advertising of any establishment or business that, in the Landlord's sole opinion, could reasonably be characterized as providing adult sexual entertainment, nor shall any sign contain sexually graphic materials. No signs shall contain any obscene language or language that describes sexual conduct or graphics that depict sexual conduct.

15 Tenant shall maintain throughout the Term of this Lease as may be renewed from time to time a policy of commercial general liability insurance with limits of not less than \$2,000,000 covering liability arising from Structure and Tenant's use of the Property or Tenant's operations, employees, independent contractors, personal injury, advertising injury and liability. Such policy shall specifically name Landlord/City of Boynton Beach as an additional insured party and a certificate of insurance shall be provided to Landlord prior to commencement of construction, and for each annual renewal of the required policy. Tenant's obligations under this provision operate independently of Tenant's obligations under paragraph 13 of this Lease.

16 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 the Structure following approval from Landlord. Landlord shall not unreasonably withhold any such approval.

17 Any notice to any party under this Lease shall be in writing, sent 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.

18 If legal proceedings are instituted or suit is brought and attorneys are retained by either party 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.

19 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 Structure and the Property and supersedes 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, and requires Tenant to do so furnishing certified copies of such recordation to Landlord.

(Signatures on next page)

FLORIDA DEPARTMENT OF TRANSPORTATION

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company WILTON MANORS STREET SYSTEMS, INC.
Sign is: existing proposed
County PALM BEACH Municipality, if applicable: BOYNTON BEACH
Highway Name & Number: SR 9 / INTERSTATE 95
Sign location description: EAST SIDE I-95 3/4 MILE N/O BOYNTON BEACH BLVD.
Parcel ID#: 084345 21340010000

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: P, PG: I
Current zoning of parcel (from Land Development Regulations): PUBLIC & PRIVATE GOVERNMENTAL & INSTITUTIONAL

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: BOYNTON BEACH

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: _____ Telephone #: _____

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above

Signature of Local Government Official _____ Date _____

Printed Name and Title _____

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted

The outdoor advertising sign identified in this application:
IS IN COMPLIANCE PURSUANT TO ATTACHED SETTLEMENT AGREEMENT.
 Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
 Is not in compliance with local ordinances, but is legally existing as a non-conforming sign
 Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority

Lori Laverriere _____ 7/16/12
Signature of Local Government Official Date

Lori Laverriere _____ 7-18-12
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department

FLORIDA DEPARTMENT OF TRANSPORTATION

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company FLORIDA STREET INFORMATION SYSTEMS, LLC
 Sign is: existing proposed
 County PALM BEACH Municipality, if applicable: BOYNTON BEACH
 Highway Name and Number INTERSTATE 95
 Sign location description WEST SIDE OF I-95
 Section: 16 Township 45 Range 43
 Parcel ID# 09434516310000770

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: INDUSTRIAL
 The primary land uses under this designation are: MANUFACTURING, OFFICE
 Current Zoning of parcel (from Land Development Regulations) P10
 The primary land uses under this designation are: OFFICE, MANUFACTURING, BUSINESS

Sign location is within city limits? Yes No

Please provide the name and telephone number of the person the Department may contact if additional information is required
MR. KURT BRESSNER, CITY MANAGER (561) 742-6010

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to Chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above

[Signature]
Signature of Local Government Official

3/29/05
Date

QUINTUS L. GREENE, DEVELOPMENT DIRECTOR
Printed Name and Title

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted

The outdoor advertising sign identified in this application IS IN COMPLIANCE PURSUANT TO SETTLEMENT AGREEMENT

- is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits
- is not in compliance with local ordinances, but is legally existing as a non-conforming sign
- is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure

[Signature]
Signature of Local Government Official

3/29/05
Date

QUINTUS L. GREENE, DEVELOPMENT DIRECTOR
Printed Name and Title



**CITY CLERK'S OFFICE
MEMORANDUM**

TO: Lori LaVerriere
Interim City Manager

FROM: Janet M. Prainito, MMC *JMP*
City Clerk

DATE: July 12, 2012

RE: Agreements Approved by City Commission July 3, 2012

Attached is the agreement that was approved by the City Commission at their regular meeting held on July 3, 2012. Please review, sign and return to me for further processing. Thank you.

RESOLUTION #	NO. OF DOCUMENTS	DESCRIPTION
R12-058	2	Clear Channel Outdoor Lease Agreement – Wilton Manors

Attachments



DEPARTMENT OF DEVELOPMENT

• Building • Planning & Zoning • Occupational Licenses • Community Redevelopment

March 29, 2005

Ms. Cori Barnes
Florida Street Systems, LLC
3100 West State Road 84, Suite 409
Fort Lauderdale, FL 3312

RE: Billboard DOT Permit

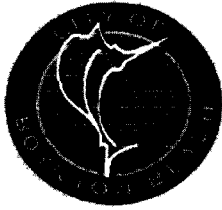
Dear Ms. Barnes:

Pursuant to consultation with our legal counsel, this letter is to advise that the sign on parcel number: 08-43-45-16-31-000-0770, identified in your fax letter of March 29, 2005, is permissible pursuant to a Court approved settlement agreement.

Sincerely,

Quintus Greene
Development Director

The City of Boynton Beach



City Clerk's Office
100 E BOYNTON BEACH BLVD
BOYNTON BEACH FL 33435
(561) 742-6060
FAX: (561) 742-6090
E-mail: prainitoj@bbfl.us
www.boynton-beach.org

July 18, 2012

CORI A. BARNES
WILTON MANORS STREET SYSTEMS, INC.
HARDIN HOLDINGS, INC.
2987 CENTER PORT CIRCLE, SUITE 3
POMPANO BEACH, FL 33064

**Re: Resolution No. R12-058 – Amendment to Settlement Agreement
between Clear Channel Outdoor Inc. and the City of Boynton Beach**

Dear Cori:

Enclosed is a copy of the above-mentioned Resolution along with the original FDOT Application for Outdoor Advertising Sign Permit and an original Outdoor Lease Agreement. If I can be of any additional service, please let me know.

Very truly yours,

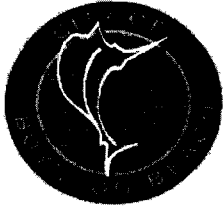
CITY OF BOYNTON BEACH

A handwritten signature in cursive script that reads "Janet M. Prainito".

Janet M. Prainito, MMC
City Clerk

Enclosures

The City of Boynton Beach



City Clerk's Office
100 E BOYNTON BEACH BLVD
BOYNTON BEACH FL 33435
(561) 742-6060
FAX: (561) 742-6090
E-mail: prainitoj@bbfl.us
www.boynton-beach.org

July 18, 2012

GREG HIBBS
REAL ESTATE REPRESENTATIVE
CLEAR CHANNEL OUTDOOR
5800 NW 77TH CT
MIAMI FL 33166

**Re: Resolution No. R12-058 – Amendment to Settlement Agreement
between Clear Channel Outdoor Inc. and the City of Boynton Beach**

Dear Mr. Hibbs:

Enclosed is a copy of the above-mentioned Resolution along with an original Amendment to the Settlement Agreement. If I can be of any additional service, please let me know.

Very truly yours,

CITY OF BOYNTON BEACH

A handwritten signature in black ink that reads "Janet M. Prainito".

Janet M. Prainito, MMC
City Clerk

Enclosures