

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM
(Continued from 5/27/03)**

SUBJECT: BILLBOARD CLEAR CHANNEL AGREEMENT

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Matthew West **EXT.** 7353

Agenda Date <u>06/10/03</u> Regular <input type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input checked="" type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

1. Approve the attached Voluntary Billboard Agreement with Clear Channel Outdoor including written waivers and releases by the sign owner(s), the property owner(s) and any sign lessees, to any claim against the County to further compensation or reimbursement regarding removal of the specified outdoor advertising signs being provided and authorize the Chairman to execute same on behalf of Seminole County after receipt of a fully executed agreement.
2. Deny the attached Voluntary Billboard Agreement with Clear Channel Outdoor.
3. Continue this item to a time and date certain.

Districts 4 and 5

Matthew West, Planning Manager

BACKGROUND:

This item was continued from the BCC meeting of May 27, 2003, to allow more time for the completion and negotiation of the attached agreement. The applicant, Clear Channel Outdoor, is seeking to enter into a voluntary billboard agreement with Seminole County in accordance with Ordinance 2003-20. Lou Musica, Real Estate Representative for Clear Channel Outdoor, proposed to remove 3 existing billboards in exchange for the construction of 1 new billboard in the Interstate 4 Industrial Park in the northwest part of Seminole County. Attached is the letter from Mr. Musica requesting the Board's consideration and containing the details of the request. It was written before Ordinance 2003-20 was adopted.

Reviewed by: _____ Co Atty: <u>SP</u> DFS: _____ Other: _____ DCM: _____ CM: <u>WB</u> File No. <u>ph130pdp02</u>

Two of the existing billboards proposed for removal are located in the Fern Park area and the third billboard proposed to be removed is located just north of the Interstate 4 Industrial Park along the east side of Interstate 4. One of the billboards in the Fern Park area is located on the Jai Alai property. Per a separate agreement dated August 27, 2002, between the County and Jai Alai, this billboard is scheduled already for removal before October 28, 2012. The proposal by Mr. Musica would advance the removal date of this billboard to coincide with the permitting of the requested new billboard. Mr. Musica has concerns with sections 4 and 5 of the draft agreement which will be discussed in more detail in the body of the staff report.

STAFF RECOMMENDATION

Staff recommends denial of the attached agreement as requested by Clear Channel Outdoor Advertising.

Districts 4 and 5

Attachments: Draft Billboard Agreement
Letter from Clear Channel Outdoor
Location Maps
Ordinance 2003-20

STAFF REPORT
VOLUNTARY BILLBOARD AGREEMENT CLEAR CHANNEL OUTDOOR

Criteria for evaluation: Per section 30.1253 of the Seminole County Land Development Code, the following criteria should be evaluated when considering an outdoor advertising agreement:

Separation from a trail corridor.

The proposed billboard location is not within 300 feet of a trail corridor.

Any consideration of an outdoor advertising sign agreement should include removal of at least (4) existing outdoor advertising signs or faces in unincorporated Seminole County in exchange for one (1) sign to be reconstructed, constructed or relocated in unincorporated Seminole County...nothing herein shall prohibit the BCC from entering an outdoor advertising sign agreement at an alternate sign-removal-to-sign-replacement ratio if such alternate ratio is determined to be in the best interest of the public.

Clear Channel proposes to remove 3 billboards. One billboard is located along Interstate 4 just north of the site of the proposed new billboard. The other two billboards selected for removal are in the Fern Park area. One is located on the west side of 17-92 just south of Candace Road. The other is located on the Jai Alai property near Fernwood Boulevard and Oxford Road.

The request under review proposes to remove three (3) billboards with a total of seven (7) faces, but in actuality, one those billboards is already scheduled for removal before October 28, 2012, by a separate agreement with Florida Jai Alai, Inc, approved on August 27, 2002. So the proposed agreement merely expedites its removal. When considered in this light, there is no net reduction of billboards along Interstate 4, and in the long term, only a reduction of one billboard (with 3 faces) in the Fern Park area.

Reduction of non-conformities.

By removing the three billboards, seven (7) non-conformities would be eliminated.

1. Wooden supports on two billboards will be eliminated.
2. 4 separation encroachments from other billboards will be removed.
3. One billboard will be removed which exceeds the maximum sign area permitted.

One non-conformity will be created by the proposed new billboard:

- 1) New billboard within 1,000' of an existing billboard

Also, the proposed billboard will be constructed on a parcel which is zoned M-1A. M-1A does not permit outdoor advertising. According to Section 30.1253(d), Seminole County Land Development Code, as part of a billboard agreement, proposed billboards may be permitted in any non-residential zoning district.

ISSUES WITH THE DRAFT AGREEMENT:

Mr. Musica has expressed the following concerns regarding the draft agreement:

1. Delete last line of section 2 (page 2). Mr. Musica believes that this statement creates a "deed restriction" on the property, and he does not believe that it is necessary. The County Attorney's Office believes it is necessary to establish the fact that the sites where billboards will be removed will no longer have billboards on them.
2. Mr. Musica would like to delete section 4 (page 4) in its entirety. Clear Channel does not wish to obtain the waiver and release of all affected property owners. Section 30.1253(e) of the Billboard Ordinance, however, requires a waiver and release from each property owner. The County Attorney's Office believes that to remain in compliance with section 30.1253(e), each affected property owner must sign a release/waiver.
3. Delete section 5 (page 5) in its entirety. Mr. Musica contends that this language is not necessary. The County Attorney's Office wishes to establish the fact that the County is not responsible the construction, maintenance, operation or content of the new billboard. This language does not appear to present any harm to Clear Channel nor does it invalidate or jeopardize the agreement as written.

FINDINGS:

Staff finds that the net effect of the proposed agreement will result in the reduction of one billboard (with three faces) from the County inventory in the long term, and that the net reduction of non-conformities will be six if the agreement is approved as submitted.

VOLUNTARY BILLBOARD AGREEMENT

This Voluntary Billboard Agreement is made this ____ day of _____, 2003, between and among CC OUTDOOR, INC., an out of state corporation whose address is 200 East Basse Road, San Antonio, Texas, 78209 (hereafter "OUTDOOR"), Spaceport USA, Inc., a Florida corporation whose address is 200 Valencia Drive, Maitland, Florida 32751 (hereafter "SPACEPORT"), Fern Investments, LLC, a Florida limited liability company whose address is 200 Valencia Drive, Maitland, Florida 32751 (hereafter "FERN"), Florida Jai-Alai, Inc., a Florida corporation whose address is 6405 S. Highway 17-92, Fern Park, Florida 32730 (hereafter "JAI-ALAI") and Seminole County, a political subdivision of the State of Florida whose address is 1101 East First Street, Sanford, Florida 32771 (hereafter "County").

Recitals

WHEREAS, OUTDOOR is the owner of outdoor advertising signs located in Seminole County, three (3) of which are located upon property owned by SPACEPORT, FERN and JAI-ALAI (the "Existing Signs"); and

WHEREAS, the Existing Signs, in one respect or another, do not conform to current standards for outdoor advertising signs, however, are legally existing and allowed to remain in use as non-conforming signs under the County's Land Development Code (the "LDC"); and

WHEREAS, OUTDOOR proposes to construct a new outdoor advertising sign in exchange for removing the three (3) Existing Signs; and

WHEREAS, Florida law and Ordinance 2003-20 authorize agreements of this type; and

WHEREAS, SPACEPORT, FERN and JAI-ALAI are joining in this agreement in order to waive and release any claims they may have against the County as a result of the removal of the Existing Signs; and

WHEREAS, the Board of County Commissioners (BCC) finds and determines that the provisions of this agreement are in the public interest and that the sign removal to replacement ratio is appropriate under the circumstances involved in this agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree to the following provisions:

1. **Recitals.** The foregoing recitals express the intent of the parties and are incorporated herein.

2. **The Existing Signs.** OUTDOOR is the owner of three (3) outdoor advertising signs which are located on property owned by SPACEPORT (parcel ID# 20-19-30-300-004A-0000, west of Hickman Drive on the east side of I-4), FERN (parcel ID# 19-21-30-519-0B00-0260, south of Candace Road on the west side of 17-92) and JAI-ALAI (parcel ID# 17-21-30-510-0000-004B, south side of Fernwood Boulevard west of Oxford Road). The legal description of each parcel is contained in the attached Exhibit "A". Each Existing Sign does not comply with the terms of the LDC in one or more respects. Within six (6) months after execution and approval of this agreement by all parties OUTDOOR shall apply for demolition permits for the Existing Signs and, within a reasonable time thereafter, demolish them, remove all debris from the properties and dispose of same in accordance with applicable regulations. In all events demolition of the Existing Signs shall be completed before a permit is issued by the COUNTY authorizing construction of the new sign as detailed in paragraph 2 below. Upon completion of the demolition, removal and disposal of the Existing Signs, the permitted land uses of each parcel upon which an Existing Sign was located shall no longer include outdoor advertising signs.

3. The New Sign.

A. The Location. The new sign is to be located on property owned by SPACEPORT (parcel ID# 20-19-30-5FL-0C00-0090, on the south side of I-4, .975 miles west of 17-92). The legal description of the parcel is attached hereto as Exhibit "B". The County hereby finds and determines that locating a new sign on this parcel and at this location is in the public interest. Accordingly, the prohibition against locating the new sign within one thousand feet (1000') of an existing billboard shall be and is hereby waived with respect to the new sign and no others. The applicable zoning classification is M-1A, which does not permit outdoor advertising. However, in accordance with the provisions of LDC Section 30.1253(d) as set forth in ordinance 2003-20, the Board of County Commissioners hereby finds and determines that the public interest is served by this agreement and that the location of the New Sign on this parcel shall be a permitted use.

B. Permits and Construction. OUTDOOR shall be responsible for obtaining all required permits to construct the new sign, including a permit from the Florida Department of Transportation. Failure to obtain the required permits within six (6) months after execution and approval of this agreement by all parties shall, unless otherwise agreed to in writing, render this agreement null and void and each party shall thereafter be released from all obligations hereunder. In no event shall the COUNTY issue a permit for the construction of the new sign until all Existing Signs have been demolished, removed and disposed of, however, the COUNTY shall provide OUTDOOR with a letter indicating approval of the location of the new sign if required by the State of Florida. Such a letter shall not be construed to authorize construction of the new sign if the Existing Signs have not been demolished, removed and properly disposed of.

C. Description. Except as stated in this agreement, the new sign shall meet all requirements of the LDC and applicable regulations of the State of Florida. In addition, the new sign shall meet all requirements shown on the attached Exhibit "C" which is incorporated herein by this reference, shall have two (2) faces and shall be supported by a steel monopole.

4. Waiver and Release of Claims. In accordance with the requirements of Ordinance 2003-20, OUTDOOR, SPACEPORT, FERN AND JAI-ALAI individually waive and hereby release the County from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the Existing Signs. This waiver and release is intended by each party to forego any and all claims which that party may have as a result of any provision of Section 70.20, Florida Statutes (2003) or the provisions of any other statute or the common law. In addition, OUTDOOR, SPACEPORT, FERN AND JAI-ALAI each acknowledge that their execution of this agreement was a voluntary act and that the County has not offered any inducements, not made any promises or threats, and has not made any representations or promises in order to cause any party to enter into this agreement. Attached hereto as Exhibit "D" is a list of all lessees of space on the Existing Signs as of the date that the last party signs this agreement. OUTDOOR shall provide a release of all claims to the County as to each such lessee within ten (10) days after the last party has signed this agreement. Failure to provide such a release shall render this agreement null and void and release each party from further performance hereunder. OUTDOOR shall indemnify and hold harmless the County from and against any claim relating to this agreement or the removal of the Existing Signs, including attorney's fees, both at trial and on appeal, made by any lessee of space on any of the Existing Signs not shown on Exhibit "D".

5. **County Responsibility for the New Sign.** OUTDOOR and SPACEPORT, jointly and severally, acknowledge and agree that the County bears no responsibility for the location, design, construction, operation or maintenance of the New Sign. Further, OUTDOOR and SPACEPORT, jointly and severally, acknowledge and agree that the County has no control over and bears no responsibility for the content of any advertising which may appear on the New Sign. OUTDOOR expressly assumes all responsibility for the location, design, construction, operation and maintenance of the New Sign as well as the content of any advertising which may appear on the New Sign.

6. **Complete Understanding.** The parties agree that this agreement embodies the complete understanding of the parties with respect to the subject matter hereof and supersedes all previous understandings, discussions and agreements, whether oral, expressed or implied.

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

8. **Severability.** The parties agree that the terms and provisions of this agreement are not severable and in the event any portion of this agreement shall be found to be invalid, illegal or in conflict with any applicable federal, state, or local law or regulation, then

this entire agreement shall be null and void and each party shall be released from any further performance or liability hereunder.

9. **Controlling Law and Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to State actions and in the United States District Court for the Middle District of Florida as to Federal actions.

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

11. **Successors and Assigns.** The provisions of this agreement shall be binding upon and inure to the benefit of the successors and assigns of each party.

12. **Construction.** The provisions of this agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with independent legal counsel or has knowingly and willingly chosen not to do so.

13. **Recording.** This agreement shall be recorded in the public records of Seminole County.

IN WITNESS WHEREOF, County, OUTDOOR, SPACEPORT, FERN and JAI-ALAI have caused their duly authorized representatives to execute this Agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 2003, regular meeting.

County Attorney
SPL/la
06/02/03

P:\USERS\CASL01\AGREEMENTS\CLEAR CHANNEL SIGN AGREEMENT2.DOC

Signed, sealed and delivered
in our presence as witnesses

CC OUTDOOR, INC.

Signature

Print Name

Signature

Print Name

By: _____
Bryan Parker, President
Orlando Division

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2003, by Bryan Parker, the President of the Orlando Division of CC OUTDOOR, INC., a
foreign corporation. He is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large.
My Commission Expires:
Serial No. _____

Signed, sealed and delivered
in our presence as witnesses

SPACEPORT USA, INC.

Signature

Print Name

Signature

Print Name

By: _____
Andre F. Hickman, President

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2003, by Andre F. Hickman, the President of SPACEPORT USA, INC., a Florida corporation.
He is personally known to me or has produced _____
as identification.

Notary Public
State of Florida at Large.
My Commission Expires:
Serial No. _____

Signed, sealed and delivered
in our presence as witnesses

FERN INVESTMENTS, LLC

Signature

Print Name

Signature

Print Name

By: _____
Andre F. Hickman, Manager

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2003, by Andre F. Hickman, the Manager of FERN INVESTMENTS, LLC., a Florida limited
liability company. He is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large.
My Commission Expires:
Serial No. _____

Signed, sealed and delivered
in our presence as witnesses

FLORIDA JAI-ALAI, INC.

Signature

Print Name

Signature

Print Name

By: _____
Hort Soper, President

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2003, by Hort Soper, the President of FLORIDA JAI-ALAI, INC., a Florida corporation. He is
personally known to me or has produced _____ as
identification.

Notary Public
State of Florida at Large.
My Commission Expires:
Serial No. _____

EXHIBIT "A"

Parcel ID # 20-19-30-300-004A-0000:

The part of the East ½ of Section 20, Township 19 South, Range 30 East, Seminole County, FL lying East of State Road 400 (Interstate 4) and North of I-4 Industrial Park, 3rd Section.

Parcel ID # 19-21-30-519-0B00-0260:

Lot 26, Seminole Industrial Park 2nd Addition, Plat Book 16, Page 79, Public Records of Seminole County

Parcel ID # 17-21-30-510-0000-004B:

From the Southeast Corner of SW ¼ of SW ¼ of Section 17, Township 21 South, Range 30 East, Run N 01°09'21"W., 395.28 feet along the east line of said SW ¼ of SW ¼ to the Point of Beginning on the southwesterly side line of lot 80 of "Fernwood", according to the Plat thereof recorded in Plat Book 14, Pages 2 and 3, Public records of Seminole County, Florida (Said Plat being now abandoned), Run thence N 48° 50' 29" W., 94.35 feet to a point 70 feet northwesterly of the westernmost corner of said lot 80, thence N 41°09'31" E., 365 feet to the southerly right-of-way line of Fernwood Boulevard, Thence S.48°50'29"E. along the southerly right-of-way line of said Fernwood Boulevard, 180 feet to the westerly right-of-way line of Oxford Road, thence southerly along the westerly right-of-way line of Oxford Road to its point of intersection with the East line of SW ¼ of the SW ¼ of said section 17, thence N. 01°09'21" W. to the Point of Beginning.

EXHIBIT "B"

Parcel ID # 20-19-30-5FL-0C00-0090:

Lot 9, Block C, I – 4 Industrial Park, 3rd Section, According to the Plat Thereof as recorded in Plat Book 25, Pages 23 & 24, of the public records of Seminole County, Florida

EXHIBIT "D"
LIST OF SIGN LESSEES



August 27, 2002

Don Fisher - Director
Planning and Development Department
Seminole County
1101 E. First St.
Sanford, FL 32771

Re: Seeking Development Agreement Approval. Application for Billboard Sign redevelopment.
Property Owner: Space Port USA, Inc.
Existing Sign Location: I-4 south side, .5 miles west of US 17-92.
Parcel # 20-19-30-300-004A-0000

Dear Mr. Fisher,

Clear Channel Outdoor (CCO) is seeking Development Agreement approval to reduce the number of billboard signs in the county. In accordance with Development Agreements, Section 25.4 Applicability, Seminole County Land Development Code. This is in concert with the Board of County Commissioners direction of May 22, 2001, where the goal was stated to reduce the number of billboards in the county.

All code references are made to the previous LDC, as there are no current guidelines in place governing billboard redevelopment. This proposal also conforms to F.S. Chapter 479.

The effect of this redevelopment will be:

Existing: 3 sign locations containing a total of 6 advertising faces.
Proposed: 1 sign location containing a total of 2 advertising faces.

Our redevelopment proposal includes the above detailed, CCO owned, non-conforming sign (containing **two** faces) will be removed to permit the erection of a new, structurally conforming sign (containing **two** faces) on nearby property also owned by Space Port USA, Inc. Two other non-conforming signs would be removed and not replaced. One is located on the south side of Fernwood Ave. and the other is located on US 17-92.

Description of 1st sign to be removed, on vacant property:

Location # 1

Road: I-4 south side .55 miles west of US 17-92

Height: 28'

Faces: 2

Size: 14' x 48'

Property Owner: Space Port USA, Inc.

Construction: 6 Wood Poles

Illuminated

Zoning M1-A

20-19-30-300-300
004A-0000

This sign to be removed, is non-conforming for the following reasons:

- 1) Supported on 6 Wood Poles, ordinance calls for one steel monopole.
- 2) Less than 2000' linear spacing from the nearest billboard on the same side of I-4
- 3) Less than 1000' radial spacing from the nearest billboard across I-4

Proposed Relocated Structure Details: Located on another Space Port USA, Inc. property, 1220' to the south. This movement satisfies the 2000' lineal spacing requirement:

Location # 2: I-4 south side .975 miles west of US 17-92

Height: 35' above crown of road Construction: Steel Monopole
Faces: 2 Illuminated
Size: 14' x 48' Zoning M-1A
Front Setback: 25'
Parcel # 20-19-30-5FL-0C00-0090
Property Owner: Space Port USA, Inc.

This newly built Space Port sign (Loc # 2) will conform to all sections of the previous land development code except: Less than 1000' radial spacing from the nearest billboard across I-4.

2 Additional Signs to be Removed

Location # 3

Road: US 17- 92 west side .5 miles n/o Maitland Blvd.
Height: 35' Construction: 6 Wood Poles
Faces: 3 Illuminated
Size: One: 14' x 48' facing south Zoning C-2
Two: 12' x 25' facing north (side by side)

Parcel # 19-21-30-519-0B00-0260

Property Owner: Andre Hickman & Harold Miller

Location # 4

Road: Fernwood Blvd. South side .19 miles e/o US 17-92
Height: 35' Construction: Steel Monopole
Faces: 2 Illuminated
Size: 12' x 25' Zoning C-2

Parcel # 17-21-30-510-0000-004B

Property Owner: Florida Jai Alai Inc.

These 2 signs to be removed are non-conforming for the following reasons:

- 1) Location 3 has more than the allowable 400 sq. ft. (672 sq. ft.)
- 2) Location 3 is supported on multiple wood poles, ordinance calls for one steel monopole.
- 3) Location 3 is less than 2000' linear from the nearest billboard on the same side of 17-92
- 4) Location 4 has less than 1000' radial spacing from the nearest billboard

**These removals will additionally eliminate Seven (7) sign non-conformities.*

The county has approved similar rebuild scenarios in the past when a non-conforming sign was voluntarily rebuilt on the same property. All spacing regulations were waived under these circumstances, as the sign was required to conform to only size, height and construction standards.

Thank you,

A handwritten signature in black ink, appearing to read "Lou Musica", written over a horizontal line.

Lou Musica
Real Estate Representative
LouMusica@Clearchannel.com

Enclosures: Vicinity maps, Redevelopment plan, parcel detail pages from Property Appraiser

C: Andre Hickman, Space Port USA, Inc.

AUGUST 15, 2002
 CLEAR CHANNEL OUTDOOR
 SEMINOLE COUNTY
 I-4 COMMERCE CENTER

REDEVELOPMENT PLAN
 1" = 100'



LOCATION 1: SIGN TO BE REMOVED
 PARCEL # 20-19-30-300-004A-0000
 ZONED: M-1A FUTURE LAND USE: IND

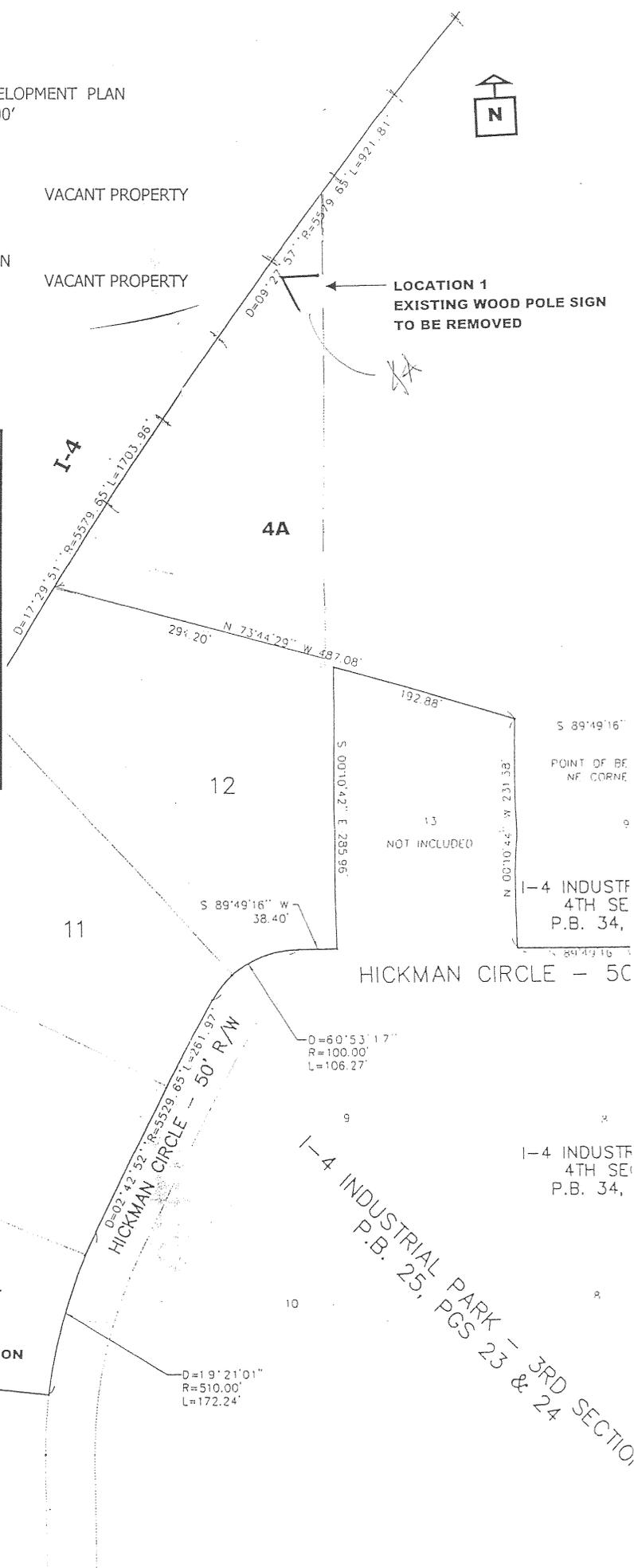
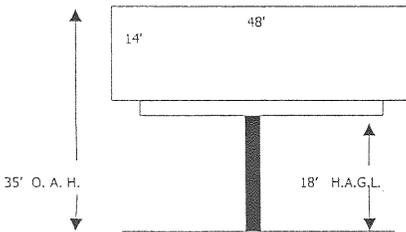
LOCATION 2: PROPOSED BILLBOARD SIGN
 PARCEL # 20-19-30-5FL-0C00-0090
 ADDRESS: # HICKMAN CIRCLE
 ZONED: M-1A FUTURE LAND USE: IND

VACANT PROPERTY

VACANT PROPERTY

LOCATION 1
 EXISTING WOOD POLE SIGN
 TO BE REMOVED

20 SCALE SIDE VIEW
 PROPOSED STEEL MONOPOLE, VEE SHAPED,
 ILLUMINATED, BILLBOARD SIGN. 672 SQ. FT.
 PER SIDE



NO. 4 - 300' R/W

HICKMAN CIRCLE - 50'

I-4 INDUSTRIAL PARK - 3RD SECTION
 P.B. 25, PGS 23 & 24

I-4 INDUSTRIAL
 4TH SE
 P.B. 34,

I-4 INDUSTRIAL
 4TH SE
 P.B. 34,

8
 NOT INCLUDED

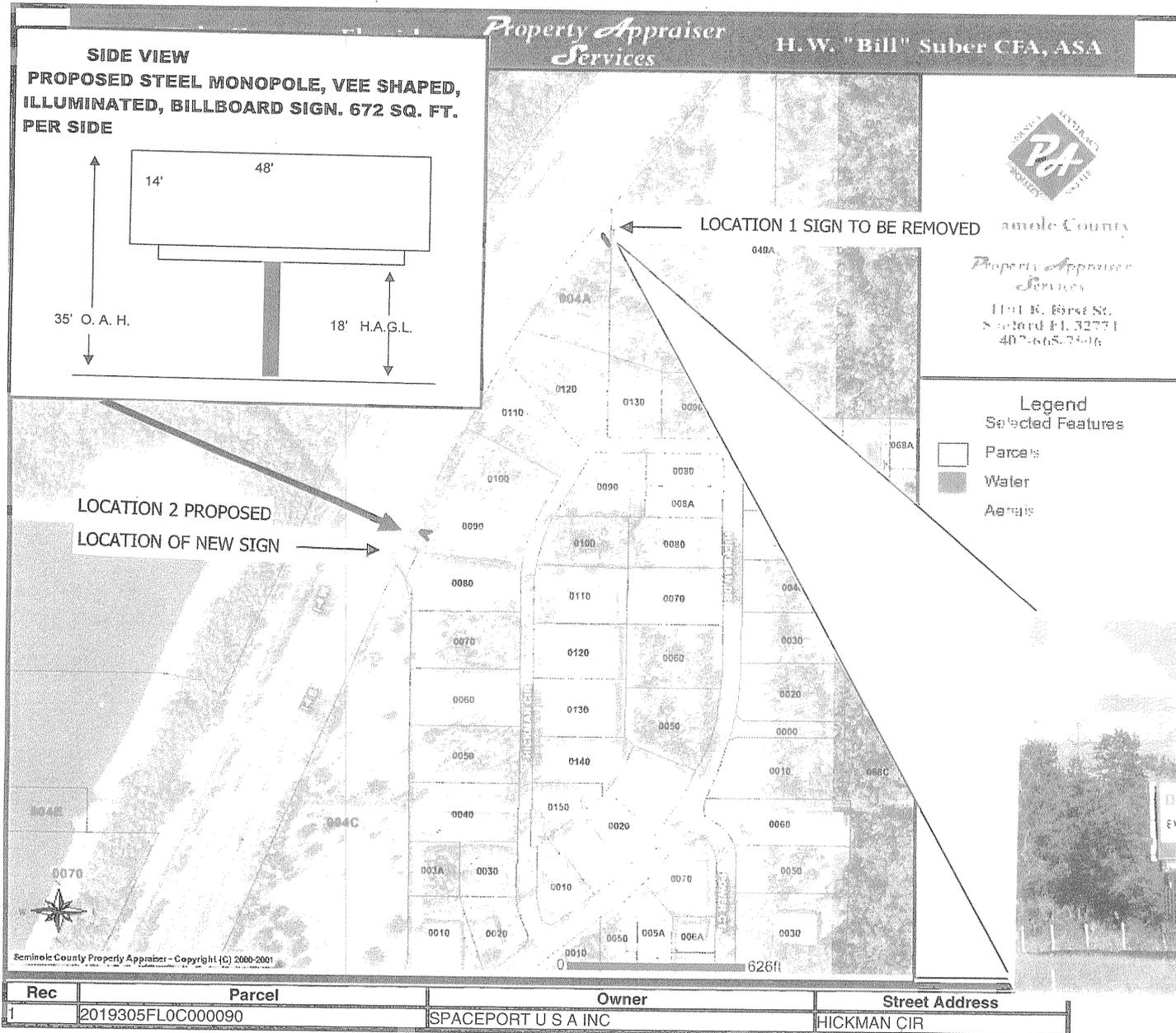
VICINITY MAP
 CLEAR CHANNEL OUTDOOR
 FEBRUARY 11, 2003

LOCATION 1 & 2

PROPERTY OWNER
 BOTH PARCELS:
 SPACE PORT USA, INC.

LOCATION 1:
 SIGN TO BE REMOVED
LOCATION 2:
 PROPOSED LOCATION
 OF NEW SIGN

DEVELOPMENT AGREEMENT
 APPROVAL



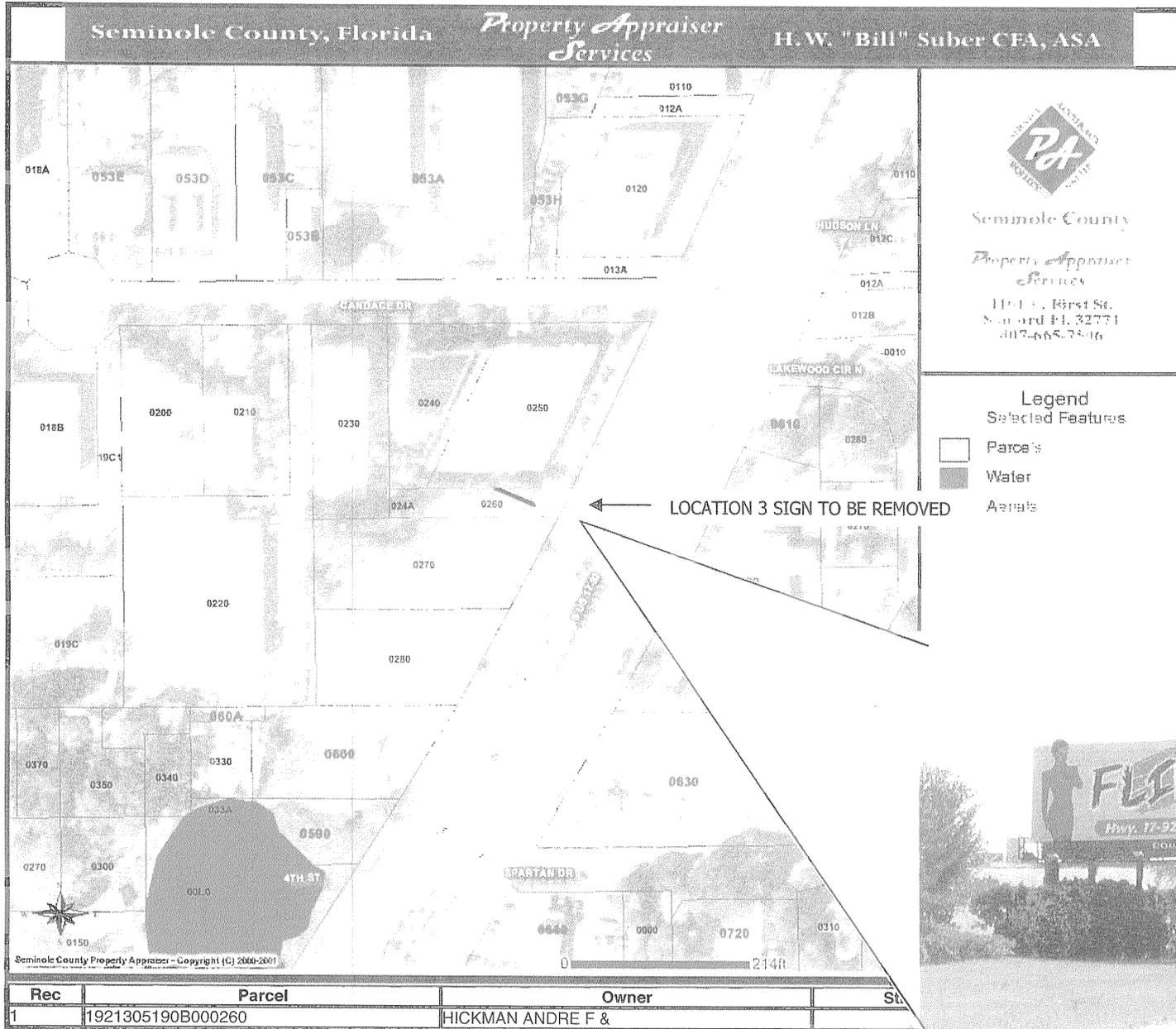
VICINITY MAP
 CLEAR CHANNEL OUTDOOR
 FEBRUARY 11, 2003

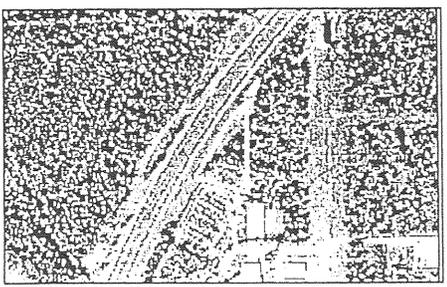
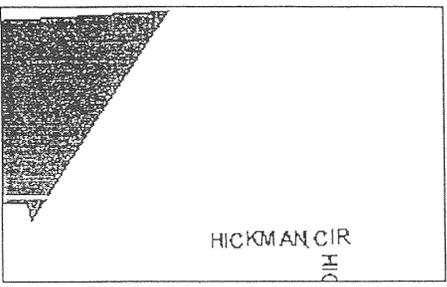
LOCATION 3

PROPERTY OWNER:
 FERN INV LLC
 PRINCIPAL: ANDRE HICKMAN

SIGN TO BE REMOVED

DEVELOPMENT AGREEMENT
 APPROVAL



<p>PARCEL DETAIL</p>		<p>REAL ESTATE PERSONAL PROP TAX ROLL SALES SEARCH</p>													
 <p>Seminole County Property Appraiser 1101 E. Lake St Sanford, FL 32771 407.655.7500</p>															
		 <p>HICKMAN CIR DH</p>													
<p align="center">GENERAL</p> <p>Parcel Id: 20-19-30-300-004A-0000 Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: SPACEPORT USA INC Dor: 40-VAC INDUSTRIAL GENER</p> <p>Address: PO BOX 941618</p> <p>City,State,ZipCode: MAITLAND FL 32794 Exemptions:</p> <p>Property Address:</p> <p>Facility Name:</p>		<p align="center">VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 0</p> <p>Depreciated Bldg Value: \$0</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$58,806</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$58,806</p> <p>Assessed Value (SOH): \$58,806</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$58,806</p> <p>Tax Bill Amount: \$1,035</p>													
<p align="center">SALES</p> <p>Deed Date Book Page Amount Vac/Imp</p> <p>Find Comparable Sales within this DOR Code</p>															
<p align="center">LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>SQUARE FEET</td> <td>0</td> <td>0</td> <td>78,408</td> <td>1.00</td> <td>\$58,806</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	SQUARE FEET	0	0	78,408	1.00	\$58,806	<p align="center">LEGAL DESCRIPTION</p> <p>SEC 20 TWP 19S RGE 30E THAT PT IN E 1/2 OF SEC E OF ST RD 400 & N OF I-4 INDUSTRIAL PARK 3RD SEC INFO: 4C CUTOUT FOR 95</p>	
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value										
SQUARE FEET	0	0	78,408	1.00	\$58,806										
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p>															



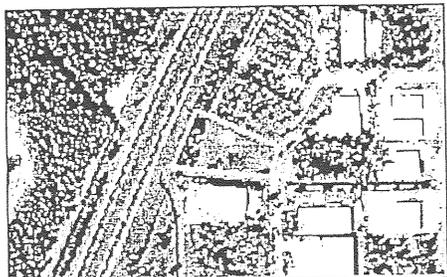
CLEAR CHANNEL OUTDOOR
AUGUST 15, 2002

LOCATION 1

PROPERTY OWNER
SPACE PORT USA, INC.

SIGN TO BE REMOVED

DEVELOPMENT AGREEMENT
APPROVAL

<p>REAL ESTATE PERSONAL PROP TAX ROLL SALES SEARCH</p>																			
 <p>Seminole County Property Appraiser Beverly 1101 E. FAUSTEN Saitland FL 32771 407.465.7500</p>																			
<p>HICKMAN CIR</p>																			
<p>GENERAL</p> <p>Parcel Id: 20-19-30-5FL-0C00-0090 Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: SPACEPORT U S A INC Exemptions:</p> <p>Address: PO BOX 941618</p> <p>City,State,ZipCode: MAITLAND FL 32794</p> <p>Property Address: HICKMAN CIR</p> <p>Facility Name: Dor: 40-VAC INDUSTRIAL GENER</p>																			
<p>VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 0</p> <p>Depreciated Bldg Value: \$0</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$137,190</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$137,190</p> <p>Assessed Value (SOH): \$137,190</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$137,190</p> <p>2001 Tax Bill Amount: \$2,415</p>																			
<p>SALES</p> <p>Deed Date Book Page Amount Vac/Imp</p> <p>Find Comparable Sales within this DOR Code</p>																			
<p>LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>SQUARE FEET</td> <td>0</td> <td>0</td> <td>63,798</td> <td>2.15</td> <td>\$137,166</td> </tr> <tr> <td>ACREAGE</td> <td>0</td> <td>0</td> <td>.240</td> <td>100.00</td> <td>\$24</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	SQUARE FEET	0	0	63,798	2.15	\$137,166	ACREAGE	0	0	.240	100.00	\$24
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value														
SQUARE FEET	0	0	63,798	2.15	\$137,166														
ACREAGE	0	0	.240	100.00	\$24														
<p>LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 9 BLK C I-4 INDUSTRIAL PARK 3RD SEC PB 25 PGS 23 & 24</p>																			
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p>																			

[BACK](#) [PROPERTY APPRAISER HOME PAGE](#) [CONTACT](#)

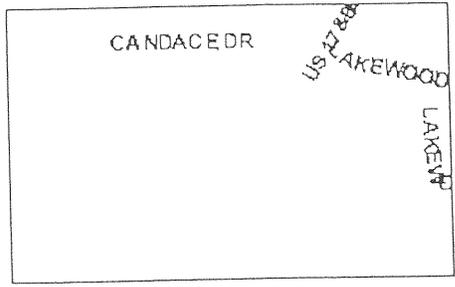
CLEAR CHANNEL OUTDOOR
AUGUST 15, 2002

LOCATION 2

PROPERTY OWNER
SPACE PORT USA, INC.

PROPOSED LOCATION
OF NEW SIGN

DEVELOPMENT AGREEMENT
APPROVAL

<p>PARCEL DETAIL</p> <p>REAL ESTATE PERSONAL PROP TAX ROLL SALES SEARCH</p>																										
 <p>Seminole County Property Appraiser 1101 E. Lake Street Maitland, FL 32751 407.885.7181</p>																										
<p>GENERAL</p> <p>Parcel Id: 19-21-30-519-0B00-0260 Tax District: 04-COUNTY 17-92 REDVDST</p> <p>Owner: HICKMAN ANDRE F & Dor: 10-VAC GENERAL-COMMERCI</p> <p>Own/Addr: MILLER HAROLD A CO-TRS</p> <p>Address: PO BOX 941618 Exemptions: -</p> <p>City,State,ZipCode: MAITLAND FL 32794</p> <p>Property Address:</p> <p>Facility Name:</p>		<p>VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 0</p> <p>Depreciated Bldg Value: \$0</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$21,738</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$21,738</p> <p>Assessed Value (SOH): \$21,738</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$21,738</p> <p>Tax Bill Amount: \$383</p>																								
<p>SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>ADMINISTRATIVE DEED</td> <td>03/2001</td> <td>04038</td> <td>1608</td> <td>\$100</td> <td>Vacant</td> </tr> <tr> <td>PROBATE RECORDS</td> <td>08/1996</td> <td>03115</td> <td>0445</td> <td>\$100</td> <td>Vacant</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1978</td> <td>01153</td> <td>1597</td> <td>\$165,000</td> <td>Vacant</td> </tr> </tbody> </table> <p>Find Comparable Sales within this DOR Code</p>		Deed	Date	Book	Page	Amount	Vac/Imp	ADMINISTRATIVE DEED	03/2001	04038	1608	\$100	Vacant	PROBATE RECORDS	08/1996	03115	0445	\$100	Vacant	WARRANTY DEED	01/1978	01153	1597	\$165,000	Vacant	
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Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																					
SQUARE FEET	0	0	7,246	3.00	\$21,738																					
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p>																										

CLEAR CHANNEL OUTDOOR
AUGUST 15, 2002

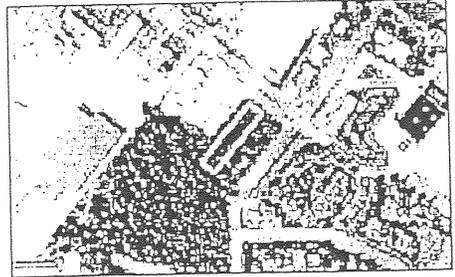
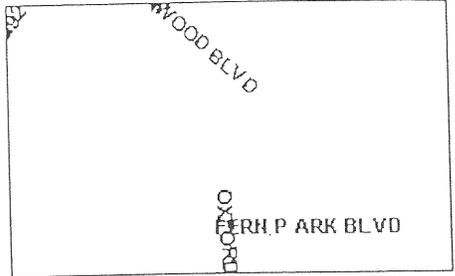


LOCATION 3

PROPERTY OWNER:
ANDRE HICKMAN &
HAROLD MILLER

SIGN TO BE REMOVED

DEVELOPMENT AGREEMENT
APPROVAL

<p>REAL ESTATE PERSONAL PROP TAX ROLL SALES SEARCH</p>													
<p>PARCEL DETAIL</p>  <p>Seminole County Property Appraiser 1101 E. Lake St Sanford, FL 32771 407-329-3900</p>	 												
<p>GENERAL</p> <p>Parcel Id: 17-21-30-510-0000-004B Tax District: 04-COUNTY 17-92 REDVDST</p> <p>Owner: FLA JAI-ALAI INC Dor: 10-VAC GENERAL-COMMERC</p> <p>Address: PO BOX 300107</p> <p>City, State, Zip Code: CASSELBERRY FL 32730 Exemptions:</p> <p>Property Address: FERNWOOD BLVD</p> <p>Facility Name:</p>													
<p>VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 0</p> <p>Depreciated Bldg Value: \$0</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$76,650</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$76,650</p> <p>Assessed Value (SOH): \$76,650</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$76,650</p> <p>Tax Bill Amount: \$1,349</p>													
<p>SALES</p> <p>Deed Date Book Page Amount Vac/Imp</p> <p>Find Comparable Sales within this DOR Code</p>													
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Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value								
SQUARE FEET	0	0	25,550	3.00	\$76,650								
<p>LEGAL DESCRIPTION PLAT</p> <p>LEG NLY 365 FT OF ELY 70 FT OF LOT 4 FERNWOOD PLAZA PB 13 PG 95</p>													
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p>													



CLEAR CHANNEL OUTDOOR
AUGUST 15, 2002

LOCATION 4

PROPERTY OWNER:
FLORIDA JAI ALAI, INC.

SIGN TO BE REMOVED

DEVELOPMENT AGREEMENT
APPROVAL

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY; PROVIDING FOR LEGISLATIVE FINDINGS; AMENDING SECTIONS 2.3, 30.1249(a) AND 30.1250; RENUMBERING SECTION 30.1252 TO 30.1254; CREATING A NEW SECTION 30.1252; CREATING SECTION 30.1253; CREATING DEFINITIONS; PERMITTING USE OF CUT-OUTS ON OUTDOOR ADVERTISING SIGNS; PROVIDING STANDARDS FOR CUTOUTS; PROVIDING FOR USE OF AGREEMENTS TO ALLOW CONSTRUCTION, RECONSTRUCTION OR RELOCATION OF OUTDOOR ADVERTISING SIGNS; PROVIDING STANDARDS FOR OUTDOOR ADVERTISING SIGN AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an Economic Impact Statement has been prepared and is available for public review in accordance with the provisions of the Seminole County Home Rule Charter; and

WHEREAS, the private property rights analysis relating to this Ordinance has been prepared and made available for public review in accordance with the requirements of the Seminole County Comprehensive Plan; and

WHEREAS, one incentive to encourage reduction in the number of old and unsightly outdoor advertising signs is to permit construction of new replacement outdoor advertising signs at a benchmark ratio of one (1) new outdoor advertising sign in exchange for the removal of four (4) or more existing outdoor advertising signs; and

WHEREAS, a lesser number of new and attractive outdoor advertising signs is of a superior public benefit than a greater number of older, unattractive outdoor advertising signs; and

WHEREAS, the public is benefited by re-location of outdoor advertising signs from residential and incompatible locations to areas which are more compatible with such signage; and

WHEREAS, the BCC may, pursuant to legal precedent from cases such as *City of Lake Wales v. Lamar Advertising Association of Lakeland, Florida* 414 So.2d 1030 (Fla. 1982) and *Lamar-Orlando Outdoor Advertising v. City of Ormond Beach*, 415 So.2d 1030 (Fla. 5th DCA 1982), regulate outdoor advertising signs based upon aesthetic concerns; and

WHEREAS, the BCC seeks to protect and preserve the character and appearance of Seminole County and maintain a positive and visually pleasing atmosphere for travelers on the various roadways throughout Seminole County, and

WHEREAS, the BCC desires to protect the property rights of owners of the outdoor advertising signs currently located in the unincorporated areas of Seminole County by allowing said signs to remain in place until they are voluntarily removed; and

WHEREAS, the BCC seeks to provide the opportunity to property owners to enhance the value of their outdoor advertising signs; and

WHEREAS, this Ordinance is deemed to be in the best interests of the health, safety, morals and welfare of the citizens of Seminole County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Legislative Findings. The above recitals represent the legislative findings of the Board of County Commissioners supporting the need for this Ordinance.

Section 2. Amendment of Section 2.3 of the LDC. Section 2.3, Land Development Code of Seminole County is amended to add the following definitions:

Cut-out: The portion of an outdoor advertising sign which protrudes or extends above, to the side of or outward from the board face.

Face: The standard flat area of an outdoor advertising sign, generally of a rectangular geometric shape, where an advertising message is displayed. One outdoor advertising sign may have more than one (1) face.

Multi-vision sign: An outdoor advertising sign containing a series of triangularly shaped, three-sided pylons which rotate at fixed intervals to display different faces.

Section 3. Amendment of Section 30.1249(a), LDC. Section 30.1249(a), Land Development Code of Seminole County is hereby amended to read as follows:

Sec. 30.1249(a). Limitations on outdoor advertising signs.

(a) ~~Notwithstanding anything in the Seminole County Land Development Code to the contrary, from and after the effective~~

~~date of sections 30.1249 - 30.1252, t~~The total number of outdoor advertising signs located in the unincorporated areas of Seminole County shall be limited as ~~hereafter~~ specified herein, unless new outdoor advertising signs are constructed, reconstructed or relocated pursuant to Section 30.1253 of this Code.

Section 4. Amendment of Section 30.1250, LDC. Section 30.1250, Land Development Code of Seminole County is hereby amended to read as follows:

Sec. 30.1250. Limitation on number, size and orientation of outdoor advertising sign faces.

In addition to the limitation specified in section 30.1249 above, there is hereby imposed a limitation upon the number, size and orientation of the sign faces located upon the existing structures. ~~From and after the effective date of sections 30.1249 - 30.1252, t~~The number of sign faces on an existing structure may not be increased, either by adding an additional face oriented in a different direction or by changing the display mechanism to permit the display of multiple signs on a single sign face. ~~From and after the effective date of sections 30.1249 - 30.1252, n~~No sign face on an existing structure may be increased in size and the orientation of each sign face located upon an existing structure may not be changed. The foregoing restrictions shall not apply to duly constructed cut-outs or to

sign alterations conducted pursuant to an outdoor advertising sign agreement as authorized by Section 30.1253 of this Code.

Section 5. Renumbering and recreation of Section 30.1252, LDC. Section 30.1252, Land Development Code of Seminole County is hereby renumbered as Section 30.1254 and a new Section 30.1252 is hereby created to read as follows:

Sec. 30.1252. Use of Cut-outs on Outdoor Advertising Signs.

(a) The use of cut-outs on outdoor advertising signs is permitted.

(b) The following criteria shall apply to the use of cut-outs on any outdoor advertising sign:

(1) Cut-outs may not increase the board face area by more than fifteen percent (15%).

(2) A cut-out may not extend more than five (5) feet above the top of any board face.

(3) A cut-out may not extend more than two (2) feet beyond either the right or left side of the board face.

(4) A cut-out may extend below the board face by no more than two feet (2').

(5) A cut-out may not protrude or project perpendicularly from the board face to any distance greater than:

(A) Three (3) feet on board face of 400 square feet or less;

(B) Five (5) feet on a board face of more than 401 square feet.

Section 6. Creation of Section 30.1253, LDC. Section 30.1253, Land Development Code of Seminole County is hereby created to read as follows:

Sec. 30.1253. Outdoor Advertising Sign Agreements.

(a) Outdoor advertising signs may be constructed, reconstructed, or relocated pursuant to an Agreement executed between Seminole County and the property owner and the outdoor advertising sign owner.

(b) No outdoor advertising sign may be permitted within three hundred (300) feet of any trail corridor, except for such signs, and reconstruction of such signs, which existed prior to the enactment of this section.

(c) Any consideration of an outdoor advertising sign agreement should include removal of at least four (4) existing outdoor advertising signs or faces in unincorporated Seminole County in exchange for one (1) sign to be reconstructed, constructed or relocated in unincorporated Seminole County. The permit applicant must specify the location and specifications of the outdoor advertising sign(s), the number of outdoor advertising signs to be removed and a description of what non-conforming structures would be removed and what non-conforming structures would be created. For the purposes of this section,

multi-vision signs may be treated as multiple faces based on the number of faces displayed during one complete advertising cycle. Nothing set forth herein shall prohibit the BCC from entering an outdoor advertising sign agreement at an alternate sign-removal-to-sign-replacement ratio if such alternate ratio is determined to be in the best interest of the public.

(d) Notwithstanding anything to the contrary elsewhere in this Code, except as found in Section 30.1253(b), outdoor advertising signs may be permitted in any non-residential zoning district and/or may vary from code separation requirements if such location is found to be in the public interest.

(e) No outdoor advertising sign agreement may be entered unless it includes a written waiver and release by the sign owner, the property owner, and any sign lessees, to any claim against the County to further compensation or reimbursement regarding removal of the specified outdoor advertising signs.

(f) There shall be at least one (1) public hearing with due public notice before the Board of County Commissioners regarding any proposed outdoor advertising sign agreement.

Section 7. Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such section, paragraph, sentence, clause, phrase or word

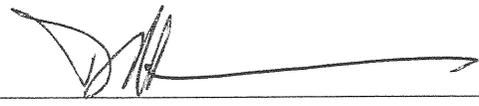
may be severed from this Ordinance and the balance of this Ordinance shall not be affected thereby.

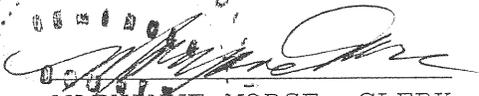
Section 8. Codification. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Seminole County Land Development Code and that the word "ordinance" may be changed to "section", "article", or other appropriate word and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that sections 8, 9 and 10 shall not be codified.

Section 9. Effective Date. This Ordinance shall become effective upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 8th day of April, 2003.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
DARYL G. MCLAIN, CHAIRMAN


ATTEST:

MARYANNE MORSE, CLERK
BOARD OF COUNTY COMMISSIONERS