

Item # 68

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Contract for Purchase of Property located west of Interstate 4 and south of E.E. Williamson Road and Voluntary Billboard Agreement Greater Construction Corporation, Robert Mandell Representative.

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Cathleen Consoli **EXT.** 7377

Agenda Date <u>10/14/03</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** a contract for purchase of 8.9 acres located east of Interstate 4, approximately 600 feet south of E.E. Williamson Road and a Voluntary Billboard Agreement between and among Seminole County and Greater Construction Corporation and National Advertising Company and authorize the Chairman to execute same on behalf of Seminole County after receipt of a fully executed agreement; or
2. **Deny** a contract for purchase of 8.9 acres located east of Interstate 4, approximately 600 feet south of E.E. Williamson Road and a Voluntary Billboard Agreement between and among Seminole County and Greater Construction Corporation and National Advertising; or
3. **Continue** this item to a time and date certain.

BCC District 3 – Van Der Weide

Cathleen Consoli – Senior Planner

BACKGROUND:

On June 24, 2003, the Board directed staff to proceed with a contract for purchase of approximately 8.9 acres of land located west of Interstate 4 and south of E.E. Williamson Road to be utilized as a trailhead for the Seminole Wekiva Trail. (Please see attached agenda memorandum.) A Master Plan Evaluation Report for the Seminole Wekiva Trail done in 1998 indicates a need for parking facilities to serve the middle section of the trail, specifically at E.E. Williamson Road and Lake Mary Boulevard. The proposed action for this need was to investigate the potential for the development of a small parking facility in the vicinity of E.E. Williamson Road.

Reviewed by: <u>SP</u> Co Atty: _____ DFS: _____ Other: <u>MMW</u> DCM: <u>SP</u> CM: <u>KB</u> File No. <u>ph130pdp04</u>

The attached purchase contract is in the amount of \$550,000. The owner will retain the billboards and all income from the billboards. The subject property is vacant of buildings, however, five outdoor advertising signs are located on the property. The contract for purchase of property and the proposed billboard agreement is contingent on the approval of the rezone and land use amendment request.

Also, Greater Construction Corporation is seeking to enter into a voluntary billboard agreement with Seminole County in accordance with Ordinance 2003-20. Robert Mandell, representative, proposes to remove 4 existing billboards in exchange for the construction of 1 new billboard on the subject property.

Currently there are 5 single faced billboards on the property. To facilitate the removal of four of the existing billboards on the site and the construction of a new dual faced tri-vision billboard, the zoning and land use of the parcel needs to be amended. The proposed Billboard Agreement will result in the permanent removal of three (3) signs, the northern most sign and the southern most sign will remain. A multi-vision sign with two faces and one static face is proposed. For this activity to take place, the Florida Statutes states that the land use for billboard property must be Industrial or Commercial; however Florida Department of Transportation (FDOT) staff found Planned Development land use to be an acceptable alternative. The proposed Planned Development land use and PUD zoning restricts activity on the site to the following uses: Seminole Wekiva Trailhead, Outdoor Advertising Signs, and retention. The total number of parking spaces is limited to 40; the number of Outdoor Advertising signs is limited to two, the total of multi-vision faces to two, one static face and retention. The result of this action would be the reduction in the number of billboards along I-4. The rezoning request is scheduled to be heard October 14, 2003 at 7:00 pm following this agenda item.

The billboard agreement 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 specified outdoor advertising signs as required by Section 30.1253 of the Land Development Code.

STAFF RECOMMENDATION

Staff recommends approval of the contract for purchase and the voluntary billboard agreement.

Attachments: Draft Billboard Agreement
Contract for Purchase
Location Maps

Item # 62

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request by staff for authorization to proceed with negotiating a contract to purchase a trailhead for the Seminole-Wekiva Trail; process an administrative land use and rezoning application; and, prepare and process a Billboard Agreement

DEPARTMENT: Planning and Development DIVISION: Administration

AUTHORIZED BY: Donald Fisher CONTACT: Donald Fisher EXT. 7397

Agenda Date <u>06/24/03</u>	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION:

Authorize staff to proceed with negotiating a contract to purchase 8.9 acres for the purpose of a trailhead; process an administrative land use amendment and rezoning; and, prepare and process a Billboard Agreement for a property located at the southwest corner of Interstate 4 and E.E. Williamson Road.

(District 3 – Commissioner Van Der Weide)

BACKGROUND:

Staff is seeking the Board's authorization to proceed with negotiating a contract to purchase an 8.9 acre site situated at the southeast corner of Interstate 4 and E.E. Williamson Road. The potential use for the site would be for a trailhead for the Seminole-Wekiva Trail.

The County was recently approached by the site's owner inquiring whether the County was interested in its purchase. Due to a need for a trailhead along the Seminole-Wekiva Trail, staff expressed interest for it was believed that the site's size and location makes it ideal for this purpose.

An appraisal of the property indicates a value of \$615,700 without consideration of development impacts caused by any onsite gopher tortoises, or without consideration of the value of existing outdoor advertising signs. The owner is seeking an approximate

Reviewed by:	
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Other:	
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No:	<u>rpda01</u>

purchase price of \$575,000, subject to several stipulations. Of note at this time, the owner desires to retain ownership of two (2) of five (5) single-faced billboards that currently exist on the site. The billboards are currently non-conforming due to zoning (currently A-1), separation, and construction. The owner proposes to remove all of the billboards and then construct two new boards meeting today's current structural standards. Further, the construction proposes that one board include a westbound tri-vision face and eastbound static face; and that the other board include one westbound tri-vision face.

To accommodate the above, a Billboard Agreement, as authorized by Ordinance 2003-20 will be necessary. Billboard Agreements allow the Board to permit the removal and construction of outdoor advertising signs when the interest of the public is furthered. In this case, an agreement may be appropriate because it is in the public's interest to have a trailhead at Interstate 4 and E.E. Williamson Road.

In addition to required County approvals, State permits are needed for billboard construction / reconstruction. Chapter 479, Florida Statutes, requires that for any new or reconstructed board on a Federally Aided Highway, that the assigned land use must either be commercial or industrial. Due to the current designation of Suburban Estates Land Use and A-1 (Agriculture) Zoning, a land use amendment and rezoning will be necessary.

Staff met with representatives of the Florida Department of Transportation (FDOT) to discuss this matter. FDOT indicated that the property must be rezoned before they can issue any permits/licenses that will allow the construction as proposed. Staff recommends that to satisfy this requirement, the Board authorize staff to process an administrative land use amendment to Planned Development (PD) and rezoning application to Planned Unit Development (PUD). Staff recommends PD Land Use and PUD Zoning so that the approved uses can be limited and specific: trailhead, retention, and two (2) billboards. FDOT staff concur with this proposal.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize staff to negotiate a contract to purchase approximately 8.9 acres located at the southwest corner of Interstate 4 and E.E. Williamson Road; authorize staff to process an administrative land use amendment and rezoning; and, authorize staff to prepare and process a Billboard Agreement.



Amendment No. 08-03SS.08

From: SE To: PD

Rezone No: Z2003-028

From: A-1 To: PUD



Parcel



Subject Property



February 1999 Color Aerials

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2003, between THE GREATER CONSTRUCTION CORP., a Florida corporation, whose address is 1105 Kensington Park Drive, Altamonte Springs, Florida 32714, hereinafter referred to as “Seller” and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, Seller owns a certain parcel of real property located in Seminole County and more particularly described on the attached Exhibit A (the “Property”); and

WHEREAS, the Property is adjacent to a trail and the County needs to construct a trailhead facility in the vicinity and intends to acquire the Property for that purpose; and

WHEREAS, Seller agrees to sell the Property to the County in accordance with the terms and conditions contained herein; and

WHEREAS, Seller also owns certain real property the County required for a drainage project as more particularly described on the attached Exhibit A-1 (the “Drainage Property”); and

WHEREAS, Seller has agreed to donate the Drainage Property to the County as part of this transaction; and

WHEREAS, it is in the interest of the citizens of Seminole County to have a trailhead in the location of Markham Woods Road and EE Williamson Road; and

WHEREAS, Seminole County has adopted an ordinance that allows for agreements to be entered permitting the removal and construction of outdoor advertising signs using a recommended benchmark removal and replacement ratio; and

WHEREAS, the ordinance allows the Seminole County Board of County Commissioners to deviate from the recommended benchmark removal and replacement ratio upon a finding that the public interest is furthered by such deviation; and

WHEREAS, The Board of County Commissioners hereby finds and determines that the provisions of this Agreement further the public's interests and that deviation from the recommended benchmark removal and replacement ratio is justified due to the acquisition of a trailhead site at the location of Markham Woods Road and EE Williamson Road.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained and other good and valuable considerations, the parties agree as follows:

SECTION 1. SUBJECT PROPERTY. The Property and the Drainage Property which are the subject matter of this Agreement are legally described on the attached Exhibits A and A-1, respectively, which exhibits are incorporated herein by this reference.

SECTION 2. AGREEMENT FOR SALE AND DONATION.

A. Seller agrees to sell the Property described in Exhibit A to the County, reserving to Seller access and billboard easements over that part of the Property described in Exhibit B, at the price specified in and in accordance with the terms and conditions attached hereto as Exhibit C and incorporated herein by this reference. In addition, Seller agrees to convey the Drainage

Property described in Exhibit A-1 to the County at no cost to the County. The conveyance of the Drainage Property is subject to the terms and conditions contained in Exhibit C.

B. County agrees to purchase the Property described in Exhibit A from Seller at the price specified in and in accordance with the terms and conditions attached hereto as Exhibit C.

SECTION 3. EXISTING DRAINAGE RETENTION POND. There is an existing drainage retention pond which serves the property which is adjacent to the Property on the north (the "Adjacent Property") and which is located within the easement area which provides access to the Property from and to E.E. Williamson Road (the "Existing Pond"). Seller agrees to secure all necessary approvals, easements, rights of entry or other permissions, from the owner of the Adjacent Property, which are required in order to move the Existing Pond from said easement area to a new drainage retention pond on the north part of the Property. The County agrees to perform (or cause to be performed) the construction work required to fill the Existing Pond and construct the new drainage retention pond on the north part of the Property so it will serve the areas that the Existing Pond is now serving. On or before the closing of this purchase and sale, all other impediments to access to the Property through the easement area on the northwest corner of the Property, other than the Existing Pond, if any, shall be removed and the area where such impediments are located shall be returned to a grade consistent with the surrounding area, by the Seller, at no cost to the County.

SECTION 4. BILLBOARD AND ACCESS EASEMENT.

A. Seller shall reserve easements on the Property which are described in Exhibit B for the purpose of access to and construction, operation and maintenance of existing billboards

located on the Property (the "Easement Areas"). Seller's reserved rights in the billboard easements (the "Billboard Easements") shall include the ability to lease the Easement Areas to one or more third parties for the purpose of construction, operation and maintenance of billboards, including the "Sign Company", as hereinafter defined, under Seller's current agreement with said Sign Company; provided however, that the Seller shall provide an indemnification from the lessee or lessor of said Easement Areas satisfactory to the County providing indemnification to the County for personal injuries, death and property damage occurring on the Easement Areas so leased as a result of the construction, operation and maintenance thereon of billboards.

B. There exists on the Property within the Easement Areas, five (5) billboards which are identified by their board numbers (884P, 885P, 886P, 914P and 887P) and the State of Florida permit numbers (BM106, BM107, BM108, BM109, and BK244, respectively) (the "Existing Billboards") which billboards belong to a third party sign company (the "Sign Company"). The Sign Company has leased from the Seller the right to use that portion of the Property within the Easement Areas for the purpose of maintaining the Existing Billboards on the Property. The terms of the leases for the Existing Billboards between the Seller and the Sign Company (the "Existing Billboard Leases") and the agreements with respect thereto are contained in that certain Sign Agreement between the Seller and National Advertising Co., a wholly owned subsidiary of Viacom Outdoor, Inc. dated February 20, 2003, which Sign Agreement is being amended between Seller and the Sign Company to conform to the terms of this Agreement and the separate Voluntary Billboard Agreement of this date being entered into between the County, Seller and the Sign Company (the "Tri-Party Agreement"). Only upon

issuance of new permits and approvals contemplated hereunder by all applicable jurisdictions and closing hereunder, Seller will cancel (or cause to be cancelled) the permits for and permanently remove or cause to be removed board numbers 885P/BM107, 886P/BM108 and 914P/BM109 at the time specified in Section 4C(b) of this Agreement. In addition, upon such issuance of permits and approvals, Seller will remove or cause to be removed board number 887P/BK244 and build a new billboard in close proximity to the area where 887P is now located. Board number 884P/BM106 will remain in place at its current location. These proposed changes must be approved and permitted by the State of Florida Department of Transportation (FDOT) and the County. In the event all such approvals are not obtained and Buyer elects to close the purchase and sale of the Property, then Seller shall retain the rights reserved unto itself under the easement agreements and shall retain its rights as lessor as to the five (5) Existing Billboards, and the Sign Company shall retain its ownership interest in all five (5) Existing Billboards.

C. The Billboard Easements within the Easement Areas also shall contain, among others, the following provisions:

(a) That the Seller shall reserve an access, view and billboard use easement for each of the five (5) Existing Billboards within the Easement Areas. The Easement Area for each of the Existing Billboards are described on Exhibit "B" including a twelve (12) foot wide access easement to the billboards from a public road. The rights retained by Seller in the access easement area shall include the right to construct, reconstruct and maintain a paved, gravel, dirt or other type of road or passageway over any or all of the access easement area, to keep the access easement area clear of all obstructions, and to use and allow others to use the access easement area for access to the billboard at any

time of the day or night. The rights retained in the billboard easement area include the right to construct, repair, and maintain a single billboard structure at each location; to lease the billboards to the Sign Company under the terms of existing leases so that the Sign Company can continue to have access and the right to maintain and use the Existing Billboards and to lease the billboards to one or more third parties; and to receive any and all rents and profits from such lease(s). The rights retained in the all easement areas also include the right to keep and maintain utilities for the Existing Billboards, and the right to remove the Existing Billboards. The rights retained under the Billboard Easements shall also include the right to ensure that the faces of the Existing Billboards initially, and upon removal of some of the Existing Billboards under the terms of this Agreement, only the faces of the "Remaining Billboards", as such term is hereinafter defined, can at all times be viewed and fully visible by traffic from I-4 to the full extent of their intended use without any obstructions interfering with the sight lines of the Billboard faces to I-4 traffic within the Easement Areas or elsewhere on the Property in the areas described on Exhibit "D" attached hereto and made a part hereof (the "Visibility Easement Areas") by prohibiting construction or installation of any structures or landscaping that would exceed 15 feet in height in the Visibility Easement Areas. In the event of such obstruction of views, wherever such obstruction may be located within the Visibility Easement Areas, Seller shall have the right, but not the obligation, to clear any such obstructions of such views above the 15 foot height, wherever such obstructions may be located within the Visibility Easement Areas only following written notice to the County of such obstruction and an opportunity of the County to clear such obstruction within 5 days following such notice.

(b) That the three (3) Billboard Easements for the three (3) Existing Billboards to be removed shall terminate at the earliest of the date that the new billboard contemplated below becomes fully constructed and operational, or the date which is two (2) years after the date that the Seller, or the Sign Company, obtains all of the governmental permits and permissions necessary to give the Seller, or the Sign Company, the right and authority to construct the new billboard (the "New Billboard") on the Property. The New Billboard shall have the following requirements: (i) it shall be constructed in one of the Easement Areas used by an Existing Billboard as noted above and indicated on Exhibit "B" attached hereto, (ii) it shall be a large (monopole) pylon type sign of no more than 35 feet in height, and (iii) the sign will have two tri-vision billboard readers, facing both Northeast and Southwest (facing both directions of traffic). The New Billboard shall conform to the Specifications contained in Exhibit E attached hereto.

(c) The electrical lines serving the New Billboard shall be located underground within the Easement Area for the New Billboard. One of the Existing Billboards at the location of the New Billboard to be constructed shall be removed promptly after issuance of all necessary permits and approvals for the construction of the New Billboard, and the New Billboard shall be constructed at that site following such removal. When the New Billboard is constructed and operational, three (3) of the Easement Areas for Existing Billboards which are not used for the New Billboard and one of the Existing Billboards shall terminate, and a release of the easements for the three (3) Easement Areas shall be executed by the Seller and the Sign Company and recorded

among the Public Records of Seminole County. The Seller or the Sign Company shall thereupon remove three of the Existing Billboards and the power poles which serve them within sixty (60) days thereafter, and shall place underground the power lines serving the one remaining Existing Billboard so that all power lines shall be underground to serve the two "Remaining Billboards", as such term is hereinafter defined.

(d) That, at the time that the reserved easements for the three (3) Existing Billboards not used terminate, the Seller shall continue to have the perpetual reserved Billboard Easements to construct, maintain, repair, reconstruct and operate the New Billboard and the one Existing Billboard (the "Remaining Billboards") in the applicable Easement Areas indicated on Exhibit B attached hereto. The Billboard Easements for the Remaining Billboards shall be the same as the easements for the two applicable Existing Billboards, permanent in favor of Seller and its successors and assigns, and the applicable Easement Areas shall be located at the same two (2) Existing Billboard Easement locations shown on Exhibit B and shall have the same dimensions and access as shown, including the access and utility easement from the two locations to a public road, provided, however, if there is a regulatory requirement that one or more of the two Remaining Billboards be moved to another location along the eastern side of the Property, the applicable Remaining Billboard(s) so moved will have a similar Easement Area and access. The Billboard Easements shall give the Seller the right to either own and lease the Remaining Billboards, or to lease the Remaining Billboard Easement areas to a third party, who may construct, maintain, repair and replace the New Billboard and own the Remaining Billboards, subject to the terms of Seller's agreement with the Sign

Company. In all cases, all rents and revenues with respect to the Remaining Billboards and the Existing Billboards, as applicable, shall belong to the Seller, the Sign Company and any other sign companies pursuant to Seller's agreements with the Sign Company or third parties, as applicable, with the County having no rights to any of such rents and revenues applicable to any of the billboards. Notwithstanding anything to the contrary contained herein, it is acknowledged that reconstruction and replacement of the Remaining Billboards under the terms of the Billboard Easements shall be permitted by the County, so long as it meets all requirements of applicable permitting jurisdictions for the two Remaining Billboards without expansion of the size or facing of the one Existing Billboard that is intended to remain or expansion of the size or facing of the New Billboard to be constructed hereunder, and without changes in the single vision nature of the one Existing Billboard and multi-vision nature of the New Billboard. Such approval by the County, however, shall not constitute an assurance by the County of approval of reconstruction or replacement by FDOT or any other applicable permitting jurisdiction.

(e) In the event that, at some time in the future, an Easement Area where a Remaining Billboard is located is acquired for the purpose of widening Interstate 4, no new Easement Area will be granted to replace the easement area so acquired. Nothing contained herein, however, shall affect the right of any person, firm, corporation or other entity to receive just compensation from the acquiring authority in the event of any acquisition of an Easement Area and billboard structure located therein. Provided further, in the event of a widening of I-4 that would take the 12 foot wide access and utility easement area but not require removal of the Remaining Billboards, the County shall

relocate the 12-foot access and utility easement area to continue to permit such access and utilities to the Remaining Billboards, and no compensation shall be owed related to the taking of the original 12 foot wide access and utility easement area.

(f) The Easements described in this Section 4 shall be referred to and described in the deed of the Property from the Seller to the County and shall be contained in separate documents recorded immediately prior to the recording of said deed. One such document shall relate to the five Existing Billboards and it shall have a term until the earlier of the date that the New Billboard is completed and operational or a date two (2) years after the Seller or the Sign Company have obtained all permits and approvals to construct the New Billboard. The other document shall be a perpetual easement for the New Billboard and the one Existing Billboard, together constituting the Remaining Billboards.

(g) Notwithstanding anything to the contrary contained herein, it is acknowledged that the County's approval of the Remaining Billboards contemplated herein constitutes an approval of two tri-vision faces and one fixed billboard face on the two Remaining Billboards, in an arrangement as chosen by Seller or the Sign Company and approved by all applicable jurisdictions. Accordingly, the County hereby agrees to permit the second tri-vision face of the New Billboard intended to face southeasterly (visible to motorists driving in a northerly direction on I-4) to be relocated to the other Remaining Billboard to face in a northerly direction (visible to traffic headed southerly on I-4), so long as such modification of the Remaining Billboards to create two tri-vision faces to be visible to southbound traffic is approved and meets all requirements of

applicable permitting jurisdictions. Such approval by the County, however, shall not constitute an assurance by the County of approval of such modification by FDOT or any other applicable permitting jurisdiction. In the event of such location of the second tri-vision face from the northern Remaining Billboard to the southern Remaining Billboard, the southeasterly face on the northern Remaining Billboard will then need to be a fixed face, rather than a tri-vision face. The County further agrees to the construction of a new monopole sign to replace the Existing Billboard at the southerly location, so long as it meets the criteria of Paragraphs 1, 3, 4, 5, 6 and 7 of the New Billboard Specifications, so long as such construction of a new monopole structure to replace the existing structure is approved by all applicable permitting jurisdictions.

SECTION 5. CONDITION FOR CLOSING. Notwithstanding anything in this Agreement to the contrary, the County shall have no obligation to close and purchase the Property hereunder until all permits and approvals have been issued by the State of Florida and by Seminole County to the Seller and/or the Sign Company as are necessary to allow for the two (2) Remaining Billboards described in Section 4 hereof. The permits and approvals must allow for the construction and operation of the one (1) New Billboard, and continued operation of the one Existing Billboard as described in Section 4 hereof at the locations described in Exhibit B attached hereto and having the specifications described in Exhibit E attached hereto, and reflect that the Remaining Billboards are considered permitted uses at the locations specified under the County's ordinance. This condition may be waived by the County, at its sole discretion. If such permits and approvals are not issued to the Seller and/or the Sign Company within six (6) months of the date of this Agreement, and if this condition has not been waived by the County during this

six (6) month period, either party hereto may cancel and terminate this Agreement at any time thereafter until the time such permits and approvals are, in fact, issued, or this condition has been waived by the County. In the event of termination of this Agreement neither party shall have any liability or obligation to the other.

SECTION 6. NOTICE.

A. Any notice required or desired of either party hereunder to be given to the other shall be delivered to the following parties and addresses, unless otherwise designated in writing subsequent hereto:

TO SELLER: The Greater Construction Corp.
 1105 Kensington Park Drive
 Altamonte Springs, Florida 32714

TO THE COUNTY: Kevin Grace, County Manager
 Seminole County Services Building
 1101 East First Street
 Sanford, Florida 32771

B. All notices shall be in writing and delivered by hand delivery or certified mail, return receipt requested, unless waived, in writing.

C. Notice shall be deemed effective upon receipt.

SECTION 7. APPLICABLE LAW VENUE.

A. This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

B. 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 the United States District Court for the Middle District of Florida as to Federal actions.

SECTION 8. TIME IS OF THE ESSENCE. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 9. ENTIRE AGREEMENT/CONTINUING EFFECT/EFFECT UPON OTHER AGREEMENTS.

A. Except as to the provisions contained in the Tri-Party Agreement, this Agreement constitutes the entire agreement between the parties as to the matters set forth herein and supersedes all previous understandings, discussions and agreements to the contrary as to the matters set forth herein whether oral, expressed or implied.

B. No variations, modifications, amendments or changes shall be binding upon parties unless set forth in an agreement executed by both parties of equal dignity herewith.

C. Nothing in this agreement shall be construed to require the Board of County Commissioners to approve a change in the land use designation applicable to or zoning classification of the Property. It is understood and agreed that those decisions can be made, if at all, only after all required notices, hearings and procedures have been followed.

D. Nothing in this agreement shall be construed to confer any rights, benefits or third party beneficiary status in or to the Sign Company. All references herein to the Sign Company for the convenience of Buyer and Seller and are not intended to create any third party benefits or

rights in and to the Sign Company. Further, neither Seller nor Buyer intend for this agreement to create any duties, obligations or liabilities running from either Seller or Buyer in favor of the Sign Company. There are no third party beneficiaries to this agreement.

SECTION 10. NON-WAIVER. No consent or waiver, expressed or implied, by a party hereto, to or of any breach or default of any other party hereto, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of any party hereto to complain of any act or failure to act on the part of any other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

SECTION 11. CONSTRUCTION.

A. 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.

B. Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

C. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

D. The provisions of this Agreement are not severable.

SECTION 12. FURTHER ASSURANCES. Each party hereby agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 13. AUTHORITY TO EXECUTE. Each party represents and warrants to the other parties that all required approvals, governmental actions or delegations of corporate authority have been secured in order for each party to be bound by the person executing this agreement on its behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Witnesses:

SELLER

Print Name _____

THE GREATER CONSTRUCTION CORP.

By: _____

Print Name _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

Print Name _____

Notary Public

My Commission Expires:

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

EXHIBIT "A"

Legal Description of The Property

Legal descriptions to be provided. The property is identified by Property Appraiser's Tax Parcels: # 35-20-29-501-0000-0200, 35-20-29-501-0000-0150 and 35-20-29-501-0000-0100.

EXHIBIT "A-1"

Legal Description of the Drainage Property

Legal descriptions to be provided. The property is identified by Property Appraiser's Tax Parcels: 01-21-29-5CK-520F-0000 and 01-21-29-5CK-510A-0000.

EXHIBIT "B"

Composite of Access and Billboard Easements

METRAKIS PROPERTY
INGRESS-EGRESS EASEMENT

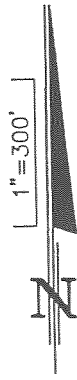
DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Begin at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run the following two (2) courses along said West right-of-way line: S17°33'53"W for a distance of 1923.84 feet to the point of curvature of a curve concave Westerly having a radius of 5579.65 feet and a chord bearing of S18°21'48"W; thence run Southerly along the arc of said curve through a central angle of 01°35'51" for a distance of 155.58 feet to the South line of Lot 27 of said DES PINAR ACRES; thence run N89°38'31"W along said South line for a distance of 12.68 feet to a point on a non-tangent curve concave Westerly having a radius of 5567.65 feet and a chord bearing of N18°23'04"E; thence run Northerly along the arc of said curve through a central angle of 01°38'23" for a distance of 159.33 feet to the point of tangency; thence run N17°33'53"E for a distance of 1880.20 feet to the point of curvature of a curve concave Southwesterly having a radius of 20.00 feet and a chord bearing of N36°10'54"W; thence run Northwesterly along the arc of said curve through a central angle of 107°29'34" for a distance of 37.52 feet to the point of tangency; thence run N89°55'41"W for a distance of 410.37 feet; thence run N00°01'53"W for a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 0.698 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION



POINT OF BEGINNING

THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 100' OF LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF ATLANTIC COASTLINE RAILROAD

LEGEND

- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH
- CB = CHORD BEARING
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- NT = NOT-TANGENT
- R/W = RIGHT-OF-WAY
- PB = PLAT BOOK
- PG = PAGE
- L1 = LINE TABLE
- C1 = CURVE TABLE
- SEC 35-20-29 = SECTION-TOWNSHIP-RANGE
- SR = STATE ROAD

SURVEYORS NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- BEARINGS BASED ON THE SOUTH LINE OF THE NE 1/4 SECTION 35-20-29 AS BEING N89°38'31"W (AN ASSUMED MERIDIAN).

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S89°55'41"E	454.03'
L2	S17°33'53"W	1923.84'
L3	N89°38'31"W	12.68'
L4	N17°33'53"E	1880.20'
L5	N89°55'41"W	410.37'
L6	N00°01'53"W	12.00'

CURVE TABLE

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5579.65	01°35'51"	155.58	155.57	S18°21'48"W
C2	5567.65	01°38'23"	159.33	159.32	N18°23'04"E
C3	20.00	107°29'34"	37.52	32.26	N36°10'54"W

I hereby certify that this sketch, subject to the surveyor's notes contained hereon, meets the applicable "Minimum Technical Standards" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-4, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.

Rocky Carson
Florida Registered Surveyor and Mapper
Certificate No. 4285

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NEW SIGN LOCATION

EXISTING SIGN TO STAY

PREPARED FOR:

GREATER CONSTRUCTION CORP

METRAXIS PROPERTY, INGRESS-EGRESS EASEMENT

DATE BY DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB66

FIELD BOOK _____ PG _____

SURVEY _____

FOUNDATION _____

FINAL _____

DRAWN BY: JLG
DATE: 8/04/03

CHECKED BY: RC
DATE: 8/04/03

JOB NO.
23205.0005

SCALE
1" = 300'

SHEET 1
OF 2

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Begin at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run the following two (2) courses along said West right-of-way line: S17°33'53"W for a distance of 1923.84 feet to the point of curvature of a curve concave Westerly having a radius of 5579.65 feet and a chord bearing of S18°21'48"W; thence run Southerly along the arc of said curve through a central angle of 01°35'51" for a distance of 155.58 feet to the South line of Lot 27 of said DES PINAR ACRES; thence run N89°38'31"W along said South line for a distance of 12.68 feet to a point on a non-tangent curve concave Westerly having a radius of 5567.65 feet and a chord bearing of N18°23'04"E; thence run Northerly along the arc of said curve through a central angle of 01°38'23" for a distance of 159.33 feet to the point of tangency; thence run N17°33'53"E for a distance of 1880.20 feet to the point of curvature of a curve concave Southwesterly having a radius of 20.00 feet and a chord bearing of N36°10'54"W; thence run Northwesterly along the arc of said curve through a central angle of 107°29'34" for a distance of 37.52 feet to the point of tangency; thence run N89°55'41"W for a distance of 410.37 feet; thence run N00°01'53"W for a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 0.698 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

PREPARED FOR:

GREATER CONSTRUCTION CORP

METRAKIS PROPERTY, INGRESS-EGRESS EASEMENT

DATE	BY	DESCRIPTION



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4066
 CERTIFICATE OF AUTHORIZATION NO. LB68

FIELD BOOK _____ PG. _____
 SURVEY _____
 FOUNDATION _____
 FINAL _____

DRAWN BY: <u>JLG</u>	CHECKED BY: <u>RC</u>	JOB NO. <u>23205.0005</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>8/04/03</u>	DATE: <u>8/04/03</u>			OF <u>2</u>

METRAKIS PROPERTY
BILLBOARD EASEMENT #1

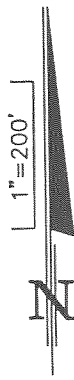
DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

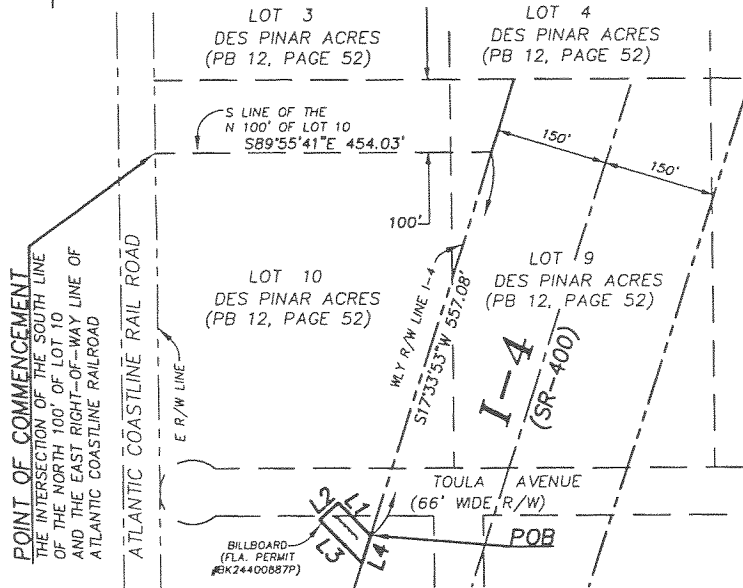
Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 557.08 feet to the POINT OF BEGINNING; thence run N42°59'44"W for a distance of 62.45 feet; thence run S47°00'16"W for a distance of 35.00 feet; thence run S42°59'44"E for a distance of 82.21 feet to said Westerly right-of-way line; thence run N17°33'53"E along said Westerly right-of-way line for a distance of 40.19 feet to the POINT OF BEGINNING.

Containing 0.058 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION



- LEGEND**
- R = RADIUS
 - Δ = CENTRAL ANGLE
 - L = ARC LENGTH
 - CB = CHORD BEARING
 - PC = POINT OF CURVATURE
 - PT = POINT OF TANGENCY
 - PRC = POINT OF REVERSE CURVATURE
 - POB = POINT OF BEGINNING
 - PCC = POINT OF COMPOUND CURVATURE
 - NT = NOT-TANGENT
 - R/W = RIGHT-OF-WAY
 - PB = PLAT BOOK
 - PG = PAGE
 - L1 = LINE TABLE
 - C1 = CURVE TABLE
 - SEC 35-20-29 = SECTION-TOWNSHIP-RANGE
 - SR = STATE ROAD
 - WLY = WESTERLY



- NOTES:**
- THIS IS NOT A BOUNDARY SURVEY.
 - BEARINGS BASED ON THE SOUTH LINE OF THE N 100' OF LOT 10 AS BEING S89°55'41"E (AN ASSUMED MERIDIAN).

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N42°59'44"W	62.45'
L2	S47°00'16"W	35.00'
L3	S42°59'44"E	82.21'
L4	N17°33'53"E	40.19'

DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 557.08 feet to the POINT OF BEGINNING; thence run N42°59'44"W for a distance of 62.45 feet; thence run S47°00'16"W for a distance of 35.00 feet; thence run S42°59'44"E for a distance of 82.21 feet to said Westerly right-of-way line; thence run N17°33'53"E along said Westerly right-of-way line for a distance of 40.19 feet to the POINT OF BEGINNING.

Containing 0.058 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

I hereby certify that this sketch, subject to the surveyor's notes explained herein, meets the applicable Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 81017, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Donald W. McIntosh Associates, Inc.

Donald W. McIntosh
Florida Registered Surveyor and Mapper
Certificate No. 4285

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:

GREATER CONSTRUCTION CORP

METRAKIS PROPERTY, BILLBOARD EASEMENT #1

DATE	BY	DESCRIPTION
REVISIONS		



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

FIELD BOOK _____ PG _____
 SURVEY _____
 FOUNDATION _____
 FINAL _____

DRAWN BY: JLG	CHECKED BY: RC	JOB NO. 23205.0005	SCALE 1" = 200'	SHEET 1 OF 1
DATE: 8/04/03	DATE: 8/04/03			

METRAKIS PROPERTY
BILLBOARD EASEMENT #2

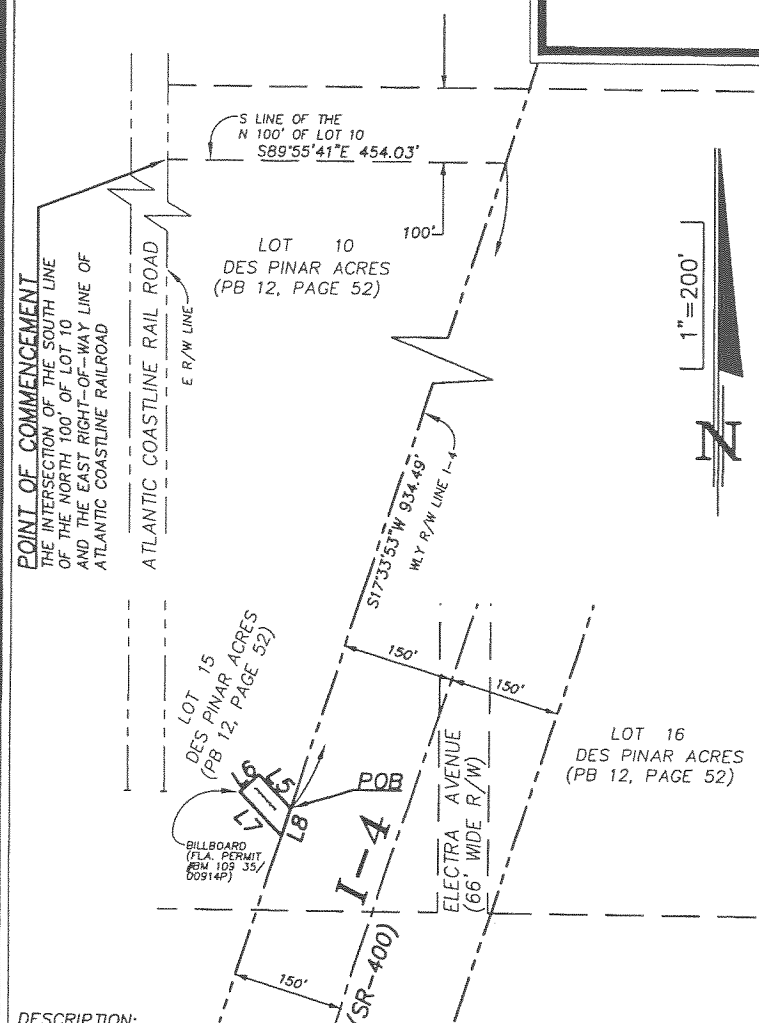
DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 934.49 feet to the POINT OF BEGINNING; thence run N43°10'27"W for a distance of 62.85 feet; thence run S46°49'33"W for a distance of 35.00 feet; thence run S43°10'27"E for a distance of 82.46 feet to said Westerly right-of-way line; thence run N17°33'53"E for a distance of 40.12 feet to the POINT OF BEGINNING.

Containing 0.058 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION



LEGEND

- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH
- CB = CHORD BEARING
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- POB = POINT OF BEGINNING
- PCC = POINT OF COMPOUND CURVATURE
- NT = NOT-TANGENT
- R/W = RIGHT-OF-WAY
- PB = PLAT BOOK
- PG = PAGE
- L1 = LINE TABLE
- C1 = CURVE TABLE
- SEC 35-20-29 = SECTION-TOWNSHIP-RANGE
- SR = STATE ROAD
- WLY = WESTERLY

NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- BEARINGS BASED ON THE SOUTH LINE OF THE N 100' OF LOT 10 AS BEING S89°55'41"E (AN ASSUMED MERIDIAN).

LINE TABLE

NUMBER	BEARING	DISTANCE
L5	N43°10'27"W	62.85'
L6	S46°49'33"W	35.00'
L7	S43°10'27"E	82.46'
L8	N17°33'53"E	40.12'

DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 934.49 feet to the POINT OF BEGINNING; thence run N43°10'27"W for a distance of 62.85 feet; thence run S46°49'33"W for a distance of 35.00 feet; thence run S43°10'27"E for a distance of 82.46 feet to said Westerly right-of-way line; thence run N17°33'53"E for a distance of 40.12 feet to the POINT OF BEGINNING.

Containing 0.058 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

I hereby certify that this sketch, subject to the surveyor's general liability, meets the applicable Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61D17-8, Florida Administrative Code, pursuant to Section 475.027, Florida Statutes.
 DONALD W. McINTOSH ASSOCIATES, INC.

 Ricky Corwin
 Florida Registered Surveyor and Mapper
 Certificate No. 4288
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:
GREATER CONSTRUCTION CORP
 METRAKIS PROPERTY, BILLBOARD EASEMENT #2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB66

DRAWN BY: JLG CHECKED BY: RC JOB NO. 23205.0005 SCALE 1" = 200' SHEET 1 OF 1

DATE: 8/04/03 DATE: 8/04/03

FIELD BOOK _____ PG _____

SURVEY _____

FOUNDATION _____

FINAL _____

METRAKIS PROPERTY
BILLBOARD EASEMENT #3

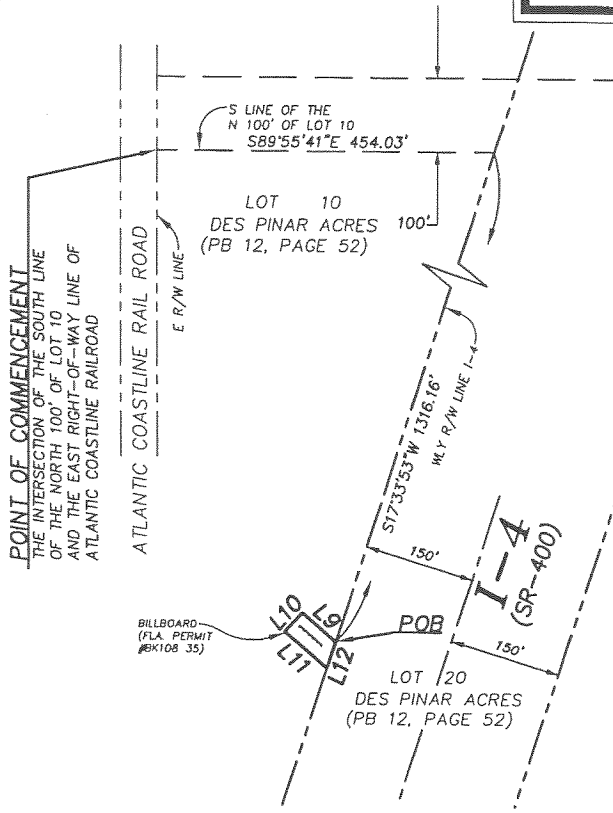
DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 1316.16 feet to the POINT OF BEGINNING; thence run N48°23'51"W for a distance of 60.64 feet; thence run S41°36'09"W for a distance of 35.00 feet; thence run S48°23'51"E for a distance of 76.25 feet to said Westerly right-of-way line; thence run N17°33'53"E along said Westerly right-of-way line for a distance of 38.32 feet to the POINT OF BEGINNING.

Containing 0.055 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION



LEGEND

- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH
- CB = CHORD BEARING
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- POB = POINT OF BEGINNING
- PCC = POINT OF COMPUND CURVATURE
- NT = NOT-TANGENT
- R/W = RIGHT-OF-WAY
- PB = PLAT BOOK
- PG = PAGE
- L1 = LINE TABLE
- C1 = CURVE TABLE
- SEC 35-20-29 = SECTION-TOWNSHIP-RANGE
- SR = STATE ROAD
- WLY = WESTERLY

NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- BEARINGS BASED ON THE SOUTH LINE OF THE N 100' OF LOT 10 AS BEING S89°55'41"E (AN ASSUMED MERIDIAN).

LINE TABLE

NUMBER	BEARING	DISTANCE
L9	N48°23'51"W	60.64'
L10	S41°36'09"W	35.00'
L11	S48°23'51"E	76.25'
L12	N17°33'53"E	38.32'

DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 1316.16 feet to the POINT OF BEGINNING; thence run N48°23'51"W for a distance of 60.64 feet; thence run S41°36'09"W for a distance of 35.00 feet; thence run S48°23'51"E for a distance of 76.25 feet to said Westerly right-of-way line; thence run N17°33'53"E along said Westerly right-of-way line for a distance of 38.32 feet to the POINT OF BEGINNING.

Containing 0.055 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

I hereby certify that the sketch, subject to the surveyor's note contained hereon, meets the applicable "Minimum Technical Standards" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 11917-8, Florida Administrative Code, pursuant to Section 472.022, Florida Statutes.

DONALD W. MCINTOSH ASSOCIATES, INC.

Roby Gibson
Florida Registered Surveyor and Mapper
Certificate No. 2265

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:

GREATER CONSTRUCTION CORP

METRAKIS PROPERTY, BILLBOARD EASEMENT #3

DATE	BY	DESCRIPTION

REVISIONS



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB66

FIELD BOOK _____ PG _____
SURVEY _____
FOUNDATION _____
FINAL _____

DRAWN BY: JLG
DATE: 8/04/03
CHECKED BY: RC
DATE: 8/04/03
JOB NO. 23205.0005
SCALE 1" = 200'
SHEET 1 OF 1

METRAKIS PROPERTY
BILLBOARD EASEMENT #4

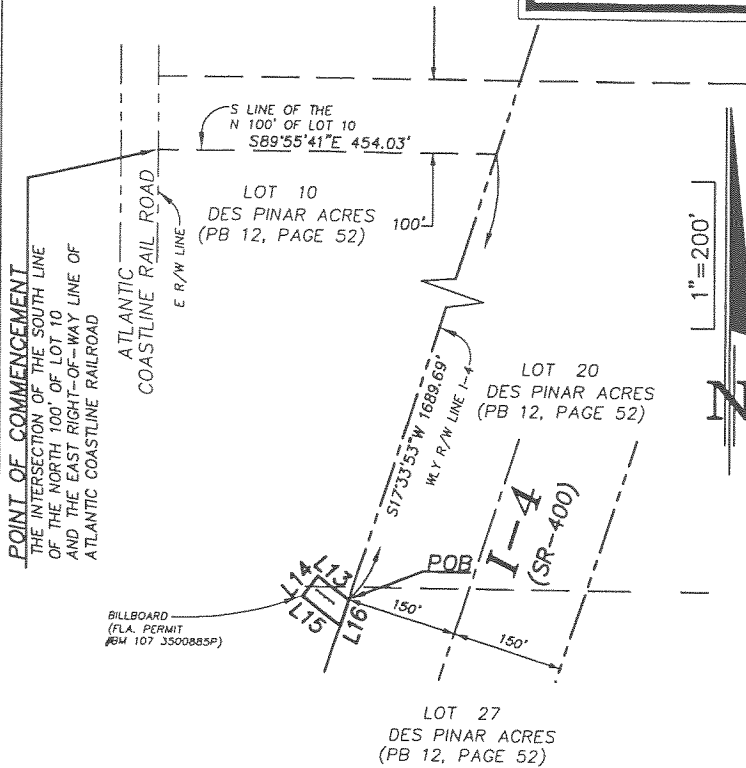
DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 1689.69 feet to the POINT OF BEGINNING; thence run N52°10'43"W for a distance of 52.15 feet; thence run S37°49'17"W for a distance of 35.00 feet; thence run S52°10'43"E for a distance of 65.07 feet to said Westerly right-of-way line; thence run N17°33'53"E along said Westerly right-of-way line for a distance of 37.31 feet to the POINT OF BEGINNING.

Containing 0.047 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION



LEGEND

- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH
- CB = CHORD BEARING
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- POB = POINT OF BEGINNING
- PCC = POINT OF COMPOUND CURVATURE
- NT = NOT-TANGENT
- R/W = RIGHT-OF-WAY
- PB = PLAT BOOK
- PG = PAGE
- L1 = LINE TABLE
- C1 = CURVE TABLE
- SEC 35-20-29 = SECTION-TOWNSHIP-RANGE
- SR = STATE ROAD
- WLY = WESTERLY

NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- BEARINGS BASED ON THE SOUTH LINE OF THE N 100' OF LOT 10 AS BEING S89°55'41"E (AN ASSUMED MERIDIAN).

LINE TABLE

NUMBER	BEARING	DISTANCE
L13	N52°10'43"W	52.15'
L14	S37°49'17"W	35.00'
L15	S52°10'43"E	65.07'
L16	N17°33'53"E	37.31'

DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 1689.69 feet to the POINT OF BEGINNING; thence run N52°10'43"W for a distance of 52.15 feet; thence run S37°49'17"W for a distance of 35.00 feet; thence run S52°10'43"E for a distance of 65.07 feet to said Westerly right-of-way line; thence run N17°33'53"E along said Westerly right-of-way line for a distance of 37.31 feet to the POINT OF BEGINNING.

Containing 0.047 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

I hereby certify that this sketch, subject to the surveyor's notes, contains a true and correct copy of the "Minimum Technical Standards" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 11C9-6, Florida Administrative Code, pursuant to Section 420.02, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.

[Signature]
 Donald W. McIntosh
 Florida Registered Surveyor and Mapper
 Certificate No. 4285

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:

GREATER CONSTRUCTION CORP

METRAKIS PROPERTY, BILLBOARD EASEMENT #4

DATE	BY	DESCRIPTION



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

FIELD BOOK _____ PG. _____
 SURVEY _____
 FOUNDATION _____
 FINAL _____

DRAWN BY: JLG
 DATE: 8/04/03

CHECKED BY: RC
 DATE: 8/04/03

JOB NO.
 23205.0005

SCALE
 1" = 200'

SHEET 1
 OF 1

METRAKIS PROPERTY
BILLBOARD EASEMENT #5

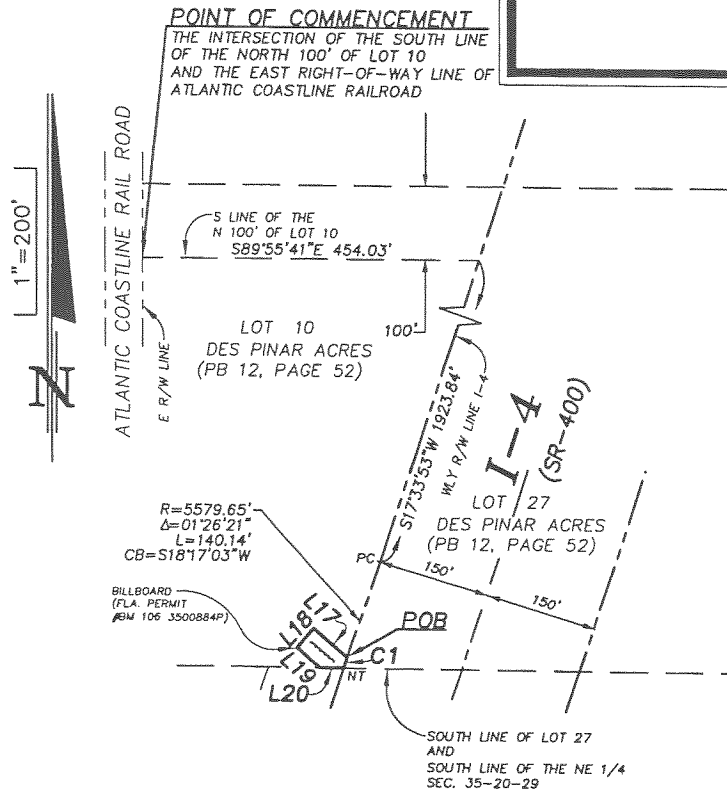
DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 1923.84 feet to the point of curvature of a curve concave Westerly having a radius of 5579.65 feet and a chord bearing of S18°17'03"W; thence run Southwesterly along the arc of said curve and said Westerly right-of-way line through a central angle of 01°26'21" for a distance of 140.14 feet to the POINT OF BEGINNING; thence run N48°36'13"W for a distance of 59.90 feet; thence run S41°23'47"W for a distance of 35.00 feet; thence run S48°36'13"E for a distance of 41.96 feet to the South line of Lot 27 of said DES PINAR ACRES and the South line of the Northeast 1/4 of said Section 35; thence run S89°38'31"E along said South line for a distance of 31.56 feet to said Westerly right-of-way line and a point on a non-tangent curve concave Westerly having a radius of 5579.65 feet and a chord bearing of N19°04'59"E; thence run Northeasterly along the arc of said curve and said Westerly right-of-way line through a central angle of 00°09'31" for a distance of 15.44 feet to the POINT OF BEGINNING.

Containing 0.046 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION



LEGEND

- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH
- CB = CHORD BEARING
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- POB = POINT OF BEGINNING
- PCC = POINT OF COMPUND CURVATURE
- NT = NOT-TANGENT
- R/W = RIGHT-OF-WAY
- PB = PLAT BOOK
- PG = PAGE
- L1 = LINE TABLE
- C1 = CURVE TABLE
- SEC 35-20-29 = SECTION-TOWNSHIP-RANGE
- SR = STATE ROAD
- WLY = WESTERLY

NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- BEARINGS BASED ON THE SOUTH LINE OF THE N 100' OF LOT 10 AS BEING S89°55'41"E (AN ASSUMED MERIDIAN).

LINE TABLE

NUMBER	BEARING	DISTANCE
L17	N48°36'13"W	59.90'
L18	S41°23'47"W	35.00'
L19	S48°36'13"E	41.96'
L20	S89°38'31"E	31.56'

CURVE TABLE

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5579.65	00°09'31"	15.44	15.44	N19°04'59"E

DESCRIPTION:

That part of Section 35, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the intersection of the South line of the North 100 feet of Lot 10, DES PINAR ACRES, according to the plat thereof, as recorded in Plat Book 12, Page 52, of the Public Records of Seminole County, Florida, and the East right-of-way line of the Atlantic Coastline Railroad; thence run S89°55'41"E along said South line for a distance of 454.03 feet to the Westerly right-of-way line of Interstate 4 (State Road 400); thence run S17°33'53"W along said Westerly right-of-way line for a distance of 1923.84 feet to the point of curvature of a curve concave Westerly having a radius of 5579.65 feet and a chord bearing of S18°17'03"W; thence run Southwesterly along the arc of said curve and said Westerly right-of-way line through a central angle of 01°26'21" for a distance of 140.14 feet to the POINT OF BEGINNING; thence run N48°36'13"W for a distance of 59.90 feet; thence run S41°23'47"W for a distance of 35.00 feet; thence run S48°36'13"E for a distance of 41.96 feet to the South line of Lot 27 of said DES PINAR ACRES and the South line of the Northeast 1/4 of said Section 35; thence run S89°38'31"E along said South line for a distance of 31.56 feet to said Westerly right-of-way line and a point on a non-tangent curve concave Westerly having a radius of 5579.65 feet and a chord bearing of N19°04'59"E; thence run Northeasterly along the arc of said curve and said Westerly right-of-way line through a central angle of 00°09'31" for a distance of 15.44 feet to the POINT OF BEGINNING.

Containing 0.046 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

I hereby certify that this sketch, subject to the surveyor's notes contained herein, meets the applicable "Minimum Technical Standards" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 11917-6, Florida Administrative Code, pursuant to Section 472.227, Florida Statutes.

DONALD W. MCINTOSH ASSOCIATES, INC.

Donald W. McIntosh
Florida Registered Surveyor and Mapper
Certificate No. 4281

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:

GREATER CONSTRUCTION CORP

METRAKIS PROPERTY, BILLBOARD EASEMENT #5

DATE	BY	DESCRIPTION

REVISIONS



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

FIELD BOOK _____ PG _____
SURVEY _____
FOUNDATION _____
FINAL _____

DRAWN BY: JLG
DATE: 8/04/03

CHECKED BY: RC
DATE: 8/04/03

JOB NO.
23205.0005

SCALE
1" = 200'

SHEET 1
OF 1

EXHIBIT "C"

Terms and Conditions of Conveyance

EXHIBIT C

TERMS OF THE CONTRACT FOR SALE AND PURCHASE

1. **DEFINITIONS.** The following terms are defined as:
 - (a) **AGREEMENT:** The Agreement dated as of the ____ of _____, 2003 between THE GREATER CONSTRUCTION CORP. and SEMINOLE COUNTY.
 - (b) **COUNTY:** As defined in the AGREEMENT.
 - (c) **Property:** As defined in the AGREEMENT.
 - (d) **Drainage Property:** As defined in the AGREEMENT.
 - (e) **SELLER:** As defined in the AGREEMENT.
 - (f) **Billboard Easements:** As defined in the AGREEMENT.

2. **LOCATION/LEGAL DESCRIPTION.** The legal descriptions of the Property and the Drainage Property are as shown on Exhibit A and A-1 to the AGREEMENT. The Property is identified as Seminole County Property Appraiser's Tax Parcels: # 35-20-29-501-0000-0200, 35-20-29-501-0000-0150 and 35-20-29-501-0000-0100. The Drainage Property is identified as Seminole County Property Appraiser's Tax Parcels: # 01-21-29-5CK-520F-0000 and 01-21-29-5CK-510A-0000. **Neither the Property nor the Drainage Property are the homestead of SELLER and are not adjacent to or part of the homestead of the SELLER.**

3. **PURCHASE PRICE:** \$550,000.00* Payment, as adjusted, to be made at Closing and subject to the provisions of this Agreement. If SELLER wants payment to be made in cash by wire transfer, then SELLER must give the COUNTY all account information at least twenty-four (24) hours in advance of Closing in order to implement a wire transfer.

4. **TITLE EVIDENCE:** Within fifteen (15) days from the date that all conditions precedent to closing as stated in section 6 of the AGREEMENT have been satisfied or waived, SELLER shall obtain and provide to COUNTY, at SELLER'S expense, an ALTA title insurance commitment with fee owner's title policy. The insurer shall be licensed to do business in the State of Florida.

5. **CLOSING DATE:** This contract shall be closed and the deed(s) and the other Closing papers shall be delivered on or before thirty (30) days after the date that all conditions precedent to closing as stated in section 5 of the AGREEMENT

* Reflects a credit of \$25,000.00 from SELLER to the COUNTY for the cost of moving the drainage retention area in the northwest corner of the property.

have been satisfied or waived, unless extended by the parties, and SELLER agrees to deliver possession on the date of Closing. Time is of the essence as to the Closing date.

6. RESTRICTIONS, EASEMENTS, LIMITATIONS AND ENVIRONMENTAL MATTERS: The COUNTY shall take title subject to: the Billboard Easements; zoning; restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record, taxes for year of Closing and subsequent years, provided, however, that none of the foregoing or any other restriction shall prevent use of the Property for a trailhead and ancillary uses or the Drainage Property for the proposed drainage project. SELLER shall provide an affidavit, at or before Closing, stating that no hazardous waste or materials or environmental contamination or violations, are located, on, upon or within the Property or the Drainage Property. The form of the affidavit is attached hereto as Exhibit "1" to this Exhibit. In the event that an environmental audit confirms the presence of hazardous wastes or materials or environmental contamination on the Property or the Drainage Property, the COUNTY, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If this Agreement is not terminated, SELLER may, at SELLER'S sole cost and expense and prior to the Closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property or the Drainage Property necessary to bring the Property or the Drainage Property into full compliance with any and all applicable Federal, State or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning hazardous waste or materials or environmental contamination ("Environmental Law"). If SELLER elects not to pursue any further assessment, clean up and monitoring of the Property or the Drainage Property as set forth herein, COUNTY may, in its sole discretion, elect not to acquire the Property or the Drainage Property as a whole or any portion thereof which contains hazardous waste or materials or environmental contamination, and the Purchase Price shall be accordingly reduced by an amount mutually agreed to by the parties.

7. OCCUPANCY: SELLER represents that, other than lease(s) for billboards, there are no parties in occupancy other than SELLER and that the Property and the Drainage Property shall not be rented or occupied beyond Closing. SELLER agrees to deliver occupancy of Property and the Drainage Property at time of

Closing. If occupancy is to be delivered prior to Closing, COUNTY assumes all risk of loss to Property and the Drainage Property from date of occupancy, shall be responsible and liable for maintenance thereof from said date, and shall be deemed to have accepted the Property and the Drainage Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise noted in writing; provided, however, SELLER recognizes that the COUNTY is relying upon the affidavit referred to in paragraph 6, above.

8. **ASSIGNABILITY:** COUNTY may assign this Contract or any right derived thereunder to any other state, county or local agency.

9. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, if any, shall control all printed provisions in conflict therewith if initialed by both parties.

10. **SPECIAL CLAUSES:**

I. COUNTY shall not be responsible for any brokerage fees or commissions. The parties represent and warrant to one another that COUNTY is not represented by any real estate broker or agent, and that SELLER is represented by _____ acting as SELLER'S Agent in this transaction. The parties represent and warrant that no other real estate brokers represent either party in this transaction. SELLER shall be responsible for the payment of all real estate commissions that result from this transaction.

II. SELLER shall fully comply with the provisions of Section 286.23, Florida Statutes. SELLER warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent Closing. SELLER shall indemnify and hold COUNTY harmless from any and all such claims, whether disclosed or undisclosed.

III. SELLER warrants that there is a legal ingress and egress for the Property and the Drainage Property over public roads or valid, recorded easements that benefit the Property or the Drainage Property.

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. **EVIDENCE OF TITLE:** An ALTA title insurance commitment shall be obtained by SELLER at SELLER'S expense and be issued by

a title insurance company selected by SELLER and reasonably acceptable to COUNTY agreeing to issue to COUNTY, upon recording of the deed(s), an Owner's policy of title insurance in the amount of the purchase price, insuring title of the COUNTY to the Property and the Drainage Property, subject only to liens, encumbrances, exceptions or qualifications set forth specifically in this Contract and all others, if any, shall be discharged by SELLER at or before Closing. COUNTY shall have 10 days from date of receiving evidence of title to examine same. If title is found defective, COUNTY shall, within 5 days thereafter, notify SELLER in writing specifying any defect. If said defect(s) render title unmarketable, SELLER shall have 5 days from receipt of notice within which to remove said defect(s) and, if SELLER is unsuccessful in removing them within said time, COUNTY shall have the option of either (1) accepting the title as it then is, or (2) demanding a refund of all monies paid hereunder which shall be released, as to one another, of all further obligations under the Contract; provided, however, that SELLER agrees it will, if title is found to be unmarketable, use and exercise diligent efforts to correct the defect(s) in title within the time provided therefore including, but not limited to, the bringing of necessary suits.

B. EXISTING MORTGAGES: SELLER shall furnish a statement from the mortgagee(s), if any, setting forth principal balance, method of payment, interest rate and whether the mortgage(s) is/are in good standing. SELLER shall cause all mortgages to be released and/or satisfied prior to or at Closing as to the Property and the Drainage Property.

C. SURVEY: The COUNTY may have surveys of the Property and the Drainage Property accomplished at its expense. SELLER agrees to provide to the COUNTY, at no expense, a copy of any and all existing surveys on the Property and the Drainage Property over which the SELLER exercises ownership, control or dominion. If the survey, certified by registered Florida surveyor, shows any encroachment of said property or that improvements intended to located on the property in fact encroach on lands of others, or violate any of the Contract covenants, the same shall be treated as a title defect. SELLER agrees that from the date this Agreement is executed by SELLER, COUNTY and its agents, upon reasonable notice, shall have the right to enter the Property and the Drainage Property for all lawful purposes in connection with this Agreement.

D. LIENS: SELLER shall, as to the Property, the Drainage Property and any personalty being sold hereunder, furnish to

COUNTY at time of Closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of liens or potential lienors known to SELLER and further attesting that there have been no improvements to the Property and the Drainage Property for 90 days immediately preceding date of Closing. If either property has been improved within said time, SELLER shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and materialmen, in addition to a SELLER'S lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property or the Drainage Property which could serve as a basis for a mechanic's lien have been paid or will be paid at Closing.

E. PLACE OF CLOSING: Closing shall be held at a mutually agreeable site.

F. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than 6 days shall in the computation thereof exclude Saturdays, Sundays and legal holidays including County holidays, and any time period provided for herein which shall be on a Saturday, Sunday or legal holiday including County holidays shall extend to 5:00 p.m. of the next full County business day.

G. DOCUMENTS FOR CLOSING: SELLER shall furnish deed(s), mechanic's and/or construction lien affidavit(s), estoppel letter(s), mortgage satisfaction(s) and/or release(s), satisfaction(s) of judgment(s), Court Order(s), the no hazardous waste or environmental contamination or violation affidavit(s) as required by paragraph 6, above, and any and all corrective instrument(s) that may be required in connection with perfecting the title all of which shall survive Closing. Copies of the proposed Closing documents shall be furnished to COUNTY 5 working days prior to Closing. The Statutory Warranty Deed, in addition to all common law covenants shall include the covenant of further assurances. All grantors shall be deemed to be subject to enforcement or action as to each and every covenant.

H. EXPENSES: Except for the Drainage Property, State documentary stamps which are required to be affixed to the deed(s) and other instrument(s) of conveyance shall be paid by SELLER. The costs of recording any and all corrective instruments shall be paid by SELLER (See, Section 201.01, Florida Statutes). SELLER shall pay all costs of providing an Owner's Title Insurance Commitment and the Owner's Title

Insurance Policy, as outlined in item A above. SELLER shall pay all costs of recording the deeds of conveyance, including state documentary stamp taxes, as well as any and all other closing costs, provided, however, that COUNTY shall pay for its own appraisals, survey, planning studies and environmental reports/audits.

I. PRORATION OF TAXES (REAL AND PERSONAL): Taxes shall be prorated based on the current year's tax. If Closing occurs at a date when the current year's millage is not fixed, and a current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's taxes; provided, however, that if there are complete, improvements on the Property or the Drainage Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. However, any tax proration; based on an estimate may, at request of either party to the transaction, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in the Closing statement. If proration would result in COUNTY paying less than 1/12th of the year's taxes, SELLER shall pay all taxes without proration.

J. SPECIAL ASSESSMENT LIENS: Any and all certified, confirmed and ratified special assessment liens as of the date of Closing shall be paid by SELLER. Pending liens as of date of Closing shall be assumed by COUNTY; provided, however, that where the improvement has been substantially completed as of the Effective Date, such pending lien shall be considered as certified, confirmed or ratified and SELLER shall, at Closing, be charged an amount equal to the last estimate by the public body, of the assessment for the improvement. If COUNTY is subject to such matters as a governmental entity all matters subsequent to Closing shall be applicable only if applicable to such an entity.

K. PERSONAL PROPERTY AND MATERIALS INSPECTION, REPAIR: Ownership of the real property, personal property or any other property located on the Property and the Drainage Property shall be transferred to the COUNTY by means of an absolute Bill of Sale or by means of the deed of conveyance, as the case may be.

SELLER shall remove all personal property not sold to COUNTY from the Property and the Drainage Property prior to the Closing.

L. RISK OF LOSS: If the real property, personal property and materials mentioned in Standard K are damaged by fire or other casualty prior to Closing, costs of restoration shall be an obligation of SELLER and Closing shall proceed pursuant to the terms of this Contract with the costs therefore escrowed at Closing. In the event the costs of repair or restoration exceeds 3% of the assessed valuation of the improvements so damaged, COUNTY shall have the option of either taking the property as is, together with either the said 3% of any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of deposit(s) made hereunder.

M. MAINTENANCE: Notwithstanding provisions of Standard F, between the date of the AGREEMENT and the Closing date, personal property referred to in Standard L and the real property shall be fully maintained by SELLER, ordinary wear and tear excepted. COUNTY or COUNTY's designee will be permitted access for inspection prior to Closing.

N. ESCROW: Only the Clerk of the Circuit Court (Finance) for Seminole County shall serve as escrow agent as to money deposits. The Clerk shall promptly deposit and hold same in escrow and disburse same subject to clearance thereof in accordance with terms and conditions of this Contract. Failure of clearance of funds shall not excuse performance by the COUNTY. In the event of doubt as to her duties or liabilities under the provisions of this Contract, the escrow agent may in her sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the escrow agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the escrow agent shall not be liable to any party or person whomsoever for misdelivery to COUNTY or SELLER of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the escrow agent.

O. DEFAULT WAIVER: If COUNTY fails to perform this Contract within the time specified, SELLER, at his option, may proceed at law or in equity to enforce their legal rights under this Contract. If, for any reason other than failure of SELLER to render title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the COUNTY may seek specific performance without thereby waiving any action for damages resulting from SELLER'S breach. Failure of COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

P. CONTRACT RECORDABLE, PERSONS BOUND AND NOTICE: This Contract may be recorded in the Board of County Commissioner's public records and shall not be recorded in the official land records. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party. The agreements expressed herein shall survive Closing.

Q. PRORATIONS AND INSURANCE: Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property and the Drainage Property shall be prorated as of date of Closing under the provisions of this Contract. COUNTY shall have the option of taking over any existing policies of insurance on the Property or the Drainage Property, if assumable, in which extent premiums shall be prorated. The cash at Closing shall be decreased as may be required by said prorations. All references in this Contract to prorations as of date of Closing will be deemed "date of occupancy" if occupancy occurs prior to Closing, unless otherwise provided for herein.

R. CONVEYANCE: SELLER shall convey title to the Property by Statutory Warranty Deed as described in item 1(b) above, which shall include all common law covenants of title and seisin which deed shall also include the covenant of further assurances and title shall be conveyed free and clear of all liens and encumbrances subject only to matters contained in Paragraph 6 hereof and those otherwise accepted in writing by COUNTY. SELLER shall convey title to the Drainage Property by Quit Claim Deed. The deed(s) must be in a form that will provide for insuring title in accordance with the terms of this Contract.

S. HAZARDOUS MATERIALS/POLLUTION: COUNTY shall have the right, prior to Closing, to come upon the Property and the Drainage Property with its employees, engineers and other personnel to inspect and conduct testing upon the Property and the Drainage Property. If COUNTY determines that the Property or the Drainage Property contains any hazardous wastes or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid hereunder returned to it. This Agreement is specifically made contingent upon the respective properties being free of contamination and as represented above.

T. SURVIVAL: Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that SELLER'S representations, warranties, covenants and agreements shall survive Closing and all of the same shall not merge into the Deed(s) to be given by SELLER but shall be independently actionable. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement shall survive the Closing, the delivery and recording of the deed and possession of the properties. All elements of this Agreement are consideration relative to this purchase and sale.

U. AGREEMENT EFFECTIVE: This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

V. ADDENDUM: Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

W. NOTICE: Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated in the AGREEMENT, or such other address as is designated in writing by a party to the AGREEMENT.

X. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby.

EXHIBIT 1

HAZARDOUS MATERIALS OR WASTE
AND ENVIRONMENTAL
CONTAMINATION AFFIDAVIT

(STATE OF FLORIDA)
(COUNTY OF SEMINOLE)

COMES NOW, _____, as SELLER and swears and affirms that the following facts are true:

(1) That he is the owner of the Property as described in the attached Exhibit A.

(2) That there are no facts known to SELLER which materially affect the value of the Property. There are no liabilities associated with the Property which have been observed by or which are known to the SELLER. To the best of SELLER'S knowledge and belief, there are no hazardous materials or wastes or any other form of environmental contamination located upon or within the Property.

(3) SELLER represents and warrants that the Property is not now being used and has not been used, by any business or other activity which uses or used environmental contaminants, toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite. SELLER further represents and warrants that the Property is not now being used and has not been used in the past as a garbage dump or landfill area.

(4) SELLER represents and warrants that the Property has not been/is not now in violation of any Federal, State or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or including, but not limited to, soil and groundwater conditions, since SELLER took title.

(5) SELLER have obtained any and all necessary permits, registrations, approvals and licenses necessary to generate, manufacture, transport, treat, store, handle, dispose or process any of the materials and substances referred to herein.

(6) SELLER shall obtain any and all necessary permits, registrations, approvals and licenses necessary to cleanup, remediate and decontaminate the Property.

(7) SELLER warrants that no Federal, State, or local government agency has filed any lien with regard to the Property.

(8) There is no environmental condition, situation or incident on, at or concerning or in any way related to the Property that could possibly give rise to any type of action, proceeding or investigation under any law, rule, regulation or common law theory.

(9) There are not underground storage tanks of any type or of any sort or similar lines or facilities located in anyway on the Property.

(10) The Property is not identified on the current or proposed (a) National Priorities List under 40 C.F.R. Part 300, Appendix B; (b) Comprehensive Environmental Response Compensation, and Liability Inventory System ("CERCLIS"); or (c) any list maintained by any Federal, State, or local authority relating in any way to environmental contamination.

(11) There are no impending changes or events that will substantially affect the Property's compliance with environmental legal requirements or the ability to obtain and maintain in effect the non-violation status of the Property.

(12) As with all other terms, conditions, covenants and warranties in the underlying AGREEMENT, all of the matters set forth herein shall survive closing and burden SELLER and his agents and their properties wheresoever located.

(13) SELLER agrees to indemnify, reimburse, defend and hold harmless the COUNTY from and against all demands, claims, liabilities, fines, fees, losses or expenses including, but not limited to, attorney fees and costs, cleanup costs and fines by reason of liability, including any strict or statutory liability, imposed upon COUNTY, arising out of or as a consequence of the use of the Property by SELLER (or any prior owner or operator) which used environmental contaminants, toxic chemicals, hazardous substances (including, but not limited to, hazardous wastes), or substance likely to infiltrate the soil or groundwater, the use of the Property by SELLER (or any prior owner or operator) as a hazardous waste or toxic chemical

storage facility or dumpsite, or the use of the Property by SELLER or any prior owner or operator as a garbage dump or landfill.

This indemnification specifically includes any and all future or contingent demands, claims, liabilities, fines, fees, losses or expenses. This indemnification includes any and all attorneys fees and legal costs that may be reasonably incurred by the COUNTY.

FURTHER AFFIANT SAYETH NAUGHT.

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, who is personally known to me or produced _____ as identification and who did take an oath.

Notary

Print Notary Name

Notary Public in and For the County
and State Aforementioned
My Commission No. _____

EXHIBIT "D"

Visibility Easement Areas

The easterly 65 feet of the Property, adjacent to the I-4 right-of-way.

EXHIBIT "E"

New Billboard Specifications

NEW BILLBOARD SPECIFICATIONS

1. The structure shall be of all steel construction and of a monopole design. The base of the structure shall be surrounded by a landscaped bufferyard with a minimum depth of five (5) feet. The landscaped bufferyard shall be planted with appropriate landscape material designed in accordance with sound and generally acceptable landscape architecture principles all of which shall be maintained so as to ensure a minimum landscape screen of six (6) feet in height and seventy-five (75) percent opacity within one (1) year of planting.
2. The inner angle of the "V" sign shall not exceed thirty (30) degrees.
3. The maximum height of the structure shall be thirty five feet (35') above the crown of the road, at the location of the sign, for Interstate 4.
4. The maximum square footage for each individual sign face shall not exceed four hundred (400) square feet.
5. Upward lighting is permitted.
6. Each display of the tri-vision face shall remain displayed for a minimum of five (5) seconds before changing to the next face. The change from one display to another shall not give the illusion of motion.
7. No portion of the sign shall be located closer than twenty five feet (25') from the property line common with Interstate 4.

VOLUNTARY BILLBOARD AGREEMENT

This Voluntary Billboard Agreement is made this ____ day of _____, 2003, between and among THE GREATER CONSTRUCTION CORP., a Florida corporation, whose address is 1105 Kensington Park Drive, Altamonte Springs, Florida 32714, hereinafter referred to as “Greater”, NATIONAL ADVERTISING CO., a wholly owned subsidiary of VIACOM OUTDOOR, INC., an out of state corporation whose address is 1515 Broadway, New York, New York 10036, hereinafter referred to as “National” and SEMINOLE COUNTY, a political subdivision of the State of Florida whose address is 1101 East Pine Street, Sanford, Florida 32771, hereinafter referred to as “County”.

Recitals

WHEREAS, National is the owner of five (5) outdoor advertising signs located upon the property owned by Greater in Seminole County, Florida (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, under certain conditions described herein, National proposes to remove three (3) of the Existing Signs, leave one of the Existing Signs where it is currently constructed, and construct a new outdoor advertising monopole sign structure on or near the site of the fifth Existing Sign; and

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

WHEREAS, Greater joins in this Agreement in order to waive and release any claims it may have against the County as a result of the removal of the three Existing Signs upon full completion of issuance of all required permits from all applicable jurisdictions to allow the two “Remaining Signs”, as such term is defined herein, 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 structure removal to replacement structure ratio is appropriate under the circumstances involved in this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable considerations, 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.** National is the owner of five (5) outdoor advertising signs (board numbers 884P, 885P, 886P, 914P and 887P and State of Florida permit numbers BM106, BM107, BM108, BM109, and BK244, respectively) which are located on property owned by Greater (parcel ID numbers 35-20-29-501-0000-0200, 35-20-29-501-0000-0100). Each Existing Sign does not comply with the terms of the LDC in one or more respects. Within a reasonable period of time following request by Greater, but no later than sixty (60) days hereafter, National shall apply for any required demolition permits for four (4) of the Existing Signs 885P/BM107, 886P/BM108, 914P/BM109 and 887P/BK244, and all required permits and approvals to construct the New Sign contemplated under Paragraph 3 below, and, assuming approval of all such permits, within a reasonable time thereafter, subject to the provisions and conditions

precedent hereinafter contained, demolish the referenced four (4) Existing Signs, remove all debris from the properties and dispose of same in accordance with applicable regulations. Board number 884P/BM106 will remain in place at its current location. Notwithstanding anything contained herein to the contrary, National shall not be required to demolish said four (4) signs until all permits and approvals required for the New Sign described in Paragraph 3 hereof are issued. Upon issuance of said permits and approvals for the New Sign, National shall promptly demolish the existing sign at the location where the New Sign is to be constructed and construct the New Sign. Once the New Sign has been constructed and is operational, National shall thereafter promptly demolish and remove the other three (3) Existing Signs. In the event National fails to remove said Existing Signs as contemplated hereunder, the County shall have the right, but not the obligation, to remove such signs, with no right to compensation in favor of Greater or National. Should the County remove the Existing Signs pursuant to this paragraph then National shall indemnify and hold the County harmless from and against any claims from third parties relating to the removal of the Existing Signs and claims arising from any right to advertise or display messages upon the Existing Signs which were removed. Such removal by the County shall be at the expense of National.

3. **The New Sign; the Remaining Signs.**

(a) **The Location.** The New Sign is to be located at or near the present location of sign 877P/BK244. The County hereby finds and determines that locating a New Sign at this location is in the public interest due to the removal of four (4) of the Existing Sign structures. The Remaining Signs, as hereinafter defined, do not violate any separation requirements between such signs and the zoning of the property permits the use thereof for outdoor advertising signs. The New Sign and the Existing Sign specified

as board number 884P/BM106 shall hereinafter sometimes be referred to as the “Remaining Signs.”

(b) **Permits and Construction.** National shall be responsible for obtaining all required permits to construct, maintain, repair and replace the New Sign, as well as Existing Sign 884P/BM106, 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, such that all five (5) Existing Signs shall remain if such new permits are not obtained. In no event shall any Existing Sign be removed until the County and all other applicable jurisdictions, including FDOT, issue all applicable permits and approvals required for the construction of the New Sign and the continued maintenance, repair and replacement of the New Sign and the one Existing Sign. Once all such permits and approvals are in place, only one Existing Sign will initially be required to be removed to allow for the construction of the New Sign. Once the New Sign is constructed and operational, the three other Existing Signs to be removed shall be demolished, removed and disposed of. The County shall provide National with a letter indicating approval of the location of the New Sign if required by the State of Florida or FDOT. Such a letter shall not be construed to authorize construction of the New Sign until the first of the four (4) Existing Signs has been demolished, removed and properly disposed of, at which time the County agrees that the New Sign may be constructed. The two Remaining Signs shall at all times be classified by the County in its records as permitted signs in accordance with the terms of this Agreement, and the provisions of

Ordinance 2003-20. Notwithstanding anything to the contrary contained herein, it is acknowledged that reconstruction and replacement of the Remaining Signs as contemplated under this Agreement shall be permitted by the County, so long as it meets all requirements of applicable permitting jurisdictions for the two Remaining Signs without expansion of the size or facing of the one Existing Sign that is intended to remain or expansion of the size or facing of the New Sign to be constructed hereunder, and without changes in the single vision nature of the one Existing Sign and multi-vision nature of the New Sign, except as permitted by subparagraph (d) below. Such approval by the County, however, shall not constitute an assurance by the County of approval of reconstruction or replacement by FDOT or any other applicable permitting jurisdictions.

(c) **Descriptions.** 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 "A" which is incorporated herein by this reference, shall have two (2) tri-vision or multiple display areas, subject to possible modification pursuant to subparagraph (d) below, (a V-shaped structure) and shall be supported by a steel monopole.

(d) Notwithstanding anything to the contrary contained herein, it is acknowledged that the County's approval of the Remaining Billboards contemplated herein constitutes an approval of two tri-vision faces and one fixed billboard face on the two Remaining Billboards, in an arrangement as chosen by Seller or the Sign Company and approved by all applicable jurisdictions. Accordingly, the County hereby agrees to permit the second tri-vision face of the New Billboard intended to face southeasterly (visible to motorists driving in a northerly direction on I-4) to be relocated to the other

Remaining Billboard to face in a northerly direction (visible to traffic headed southerly on I-4), so long as such modification of the Remaining Billboards to create two tri-vision faces to be visible to southbound traffic is approved and meets all requirements of applicable permitting jurisdictions. Such approval by the County, however, shall not constitute an assurance by the County of approval of such modification by FDOT or any other applicable permitting jurisdiction. In the event of such location of the second tri-vision face from the northern Remaining Billboard to the southern Remaining Billboard, the southeasterly face on the northern Remaining Billboard will then need to be a fixed face, rather than a tri-vision face. The County further agrees to the construction of a new monopole sign to replace the Existing Billboard at the southerly location, so long as it meets the criteria of Paragraphs 1, 3, 4, 5, 6 and 7 of the New Billboard Specifications, so long as such construction of a new monopole structure to replace the existing structure is approved by all applicable permitting jurisdictions.

4. **Waiver and Release of Claims.**

(a) In accordance with the requirements of Ordinance 2003-20, National and Greater individually waive and release the County from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the four (4) 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, National and Greater 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. National shall indemnify and hold harmless the County from and against any claim relating to the removal of the four (4) Existing Signs, including attorney's fees, both at trial and on appeal, made by any lessee of space on any of the four (4) Existing Signs.

(b) The provisions of Paragraph 4(a) shall become effective only upon the issuance of the required permits for the two Remaining Signs as contemplated by the provisions of this Agreement, including but not limited to paragraph 3(b) above.

5. **County Responsibility for the Remaining Signs.** National and Greater, jointly and severally, acknowledge and agree that the County bears no responsibility for the location, design, construction, operation or maintenance of the Remaining Signs. Further, National and Greater, 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 Remaining Signs. National expressly assumes all responsibility for the location, design, construction, operation and maintenance of the Remaining Signs as well as the content of any advertising which may appear on the Remaining Signs.

6. **Complete Understanding; Additional Agreements and Exhibits.** Nothing in this Agreement shall be construed to confer any rights, benefits or third party status to National with respect to the agreement between Greater and the County regarding the purchase and sale of Greater's property (the "Purchase and Sale Agreement"). National expressly acknowledges that it is not a third party beneficiary of the Purchase and Sale Agreement, that the County has no contractual obligations, liabilities, duties or responsibilities to National other than as expressed in this Voluntary Billboard Agreement and that any change in the contractual relationship between

Greater and National is or will be the subject of a separate agreement between Greater and National.

(a) Greater and the County agree that this Voluntary Billboard Agreement, together with the separate agreement between Greater and the County of even date herewith, including all exhibits to said separate agreement, embody the complete understanding of Greater and the County between said two parties with respect to the subject matter hereof and supercede all previous understandings, discussions and agreements, whether oral, express or implied.

(b) Greater, National and the County agree that this Voluntary Billboard Agreement embodies the complete understanding of the three parties together with respect to the subject matter hereof and supercedes all previous understanding, discussions and agreements, whether oral, express or implied.

(c) Greater and National agree that this Voluntary Billboard Agreement, together with the Sign Agreement dated February 20, 2003, as amended, and leases between Greater and National, embody the complete understanding of Greater and National between said two parties with respect to the subject matter hereof and supercede all previous understandings, discussions and agreements, whether oral, express 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 hereof. 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 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.

IN WITNESS WHEREOF, County, National, and Greater have caused their duly authorized representatives to execute this Agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: DARYL G. MCLAIN, Chairman

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

Date: _____

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

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

County Attorney

Exhibits

- A New Billboard Specifications
- B List of Sign Lessees

Signed, Sealed and delivered in our presence as witnesses:

THE GREATER CONSTRUCTION CORP., a Florida corporation

Printed Name: _____

By: _____

Name: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____, the _____ of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He (She) is personally known to me or has produced _____ as identification.

(NOTARY SEAL) _____

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Signed, Sealed and delivered in our presence as witnesses:

NATIONAL ADVERTISING CO., a wholly owned subsidiary of VIACOM OUTDOOR, INC.

Printed Name: _____

Printed Name: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of NATIONAL ADVERTISING CO., a whole owned subsidiary of VIACOM OUTDOOR, INC. He (She) is personally known to me or has produced _____ as identification.

(NOTARY SEAL) _____
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____