
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Voluntary Billboard Agreement for Beech Outdoor Advertising

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Tina Williamson

EXT: 7375

MOTION/RECOMMENDATION:

[Continued From 5/12/2009] 1. Deny the Voluntary Billboard Agreement between Seminole County and Beech Outdoor Advertising, for a proposed billboard to be located west of Interstate 4 approximately 1.5 miles north of the intersection of E.E. Williamson Road and Interstate 4. (Beech Outdoor Advertising, applicant); or

2. Approve the Voluntary Billboard Agreement between Seminole County and Beech Outdoor Advertising, for a proposed billboard to be located west of Interstate 4 approximately 1.5 miles north of the intersection of E.E. Williamson Road and Interstate 4 and authorize the Chairman to execute the Voluntary Billboard Agreement. (Beech Outdoor Advertising, applicant); or

3. Continue this item to a time and date certain.

District 5 Brenda Carey

Tina Williamson

BACKGROUND:

Pursuant to the Seminole County Land Development Code Section 30.1253, Beech Outdoor Advertising desires to enter into a voluntary billboard agreement with Seminole County to allow for the construction of one non-conforming dual-faced billboard located west of Interstate 4, approximately 1.5 miles north of E.E. Williamson Road and Interstate 4. Section 30.1253 allows for the construction of one (1) billboard if at least four (4) faces or billboards are removed as a part of this agreement. The applicant is proposing to remove four (4) faces in exchange for the construction of one dual-faced billboard on the Zimmer Poster Service property. The proposed agreement will result in the permanent reduction of one (1) billboard or two (2) faces.

The voluntary 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 for further compensation or reimbursement regarding removal of specified outdoor advertising signs as required by Section 30.1253 of the Land Development Code.

Florida Statutes require that the property the billboard is proposed to be placed on must have a non-residential zoning. The subject property is assigned the SE (Suburban Estates) Future Land Use designation and the A-1 (Agriculture) zoning classification. The Suburban Estates Future Land Use designation is a residential future land use designation and does not allow the requested use, pursuant to the Seminole County Comprehensive Plan. The A-1 zoning classification does not permit the use of billboards or outdoor advertising. However, the A-1 zoning classification is a non-residential zoning district, pursuant to the Land

Development Code. This creates an inconsistency between the future land use designation and the zoning district. As in cases where there is an inconsistency, the future land use designation is used as the determining factor in a recommendation.

Further, the Seminole County Land Development Code Section 30.1246 states that "[existing] signs that are nonconforming due to zoning may not be moved, structurally altered, or repair work accomplished that would require replacement of more than fifty (50) percent of any one (1) sign's supporting members without complying to all provisions of this part." Essentially, by approving this application a non-conforming (zoning/future land use) billboard will be created.

Section 30.1253 of the Seminole County Land Development Code states "notwithstanding anything to the contrary elsewhere in this Code, except as found in Section 30.1253 (b), outdoor advertising signs may be permitted in any non-residential zoning district and/or may vary from code separation requirements if such location is found to be in the public interest." Staff cannot determine that this billboard request is in the public interest. That determination is only available through a finding by the Board of County Commissioners.

The applicant is proposing to remove two (2) existing billboards. The first billboard shall be referred to as "Outreach Deliverance". Outreach Deliverance is located on property assigned the Commercial (COM) future land use designation and C-2 (Retail Commercial) zoning classification. The future land use and zoning classification for the Outreach Deliverance billboard permit the existing use of a billboard. Additionally, the billboard is not located within any restrictive zoning overlay or area of concern, such as a scenic corridor setback. The second billboard shall be referred to as "White". White is located on property assigned the Industrial (IND) future land use designation and C-3 (General Commercial and Wholesale) zoning classification. The future land use and zoning classification for the White billboard permit the existing use of a billboard. Additionally, the billboard is not located within any restrictive zoning overlay or area of concern, such as a scenic corridor setback. Both billboards are conforming due to future land use, zoning, setbacks, height, and size. All previous billboard agreements approved by the Board of County Commissioners placed the proposed billboard on properties that allowed for billboards as a permitted use. This agreement would create the first non-conforming billboard since the adoption of the Outdoor Advertising sign agreement requirement in 2003.

Beech Outdoor is proposing a dual faced steel monopole billboard with an overall height of thirty-five feet (35') and two (2) 14'x48' (672 square feet) faces. The sign will have upward lighting and shall be setback 50' from I-4 and 10' from the side of the property. The applicant is requesting to install a traditional, static or electronic/digital faces. If an electronic or digital face is installed there will be a minimum of a six (6) second static display time for each message.

The applicant proposes to donate the additional property located on the site to the Florida Department of Transportation (FDOT). Additionally, FDOT has completed a preliminary review of the proposed billboard and finds that it should meet all FDOT requirements.

STAFF RECOMMENDATION:

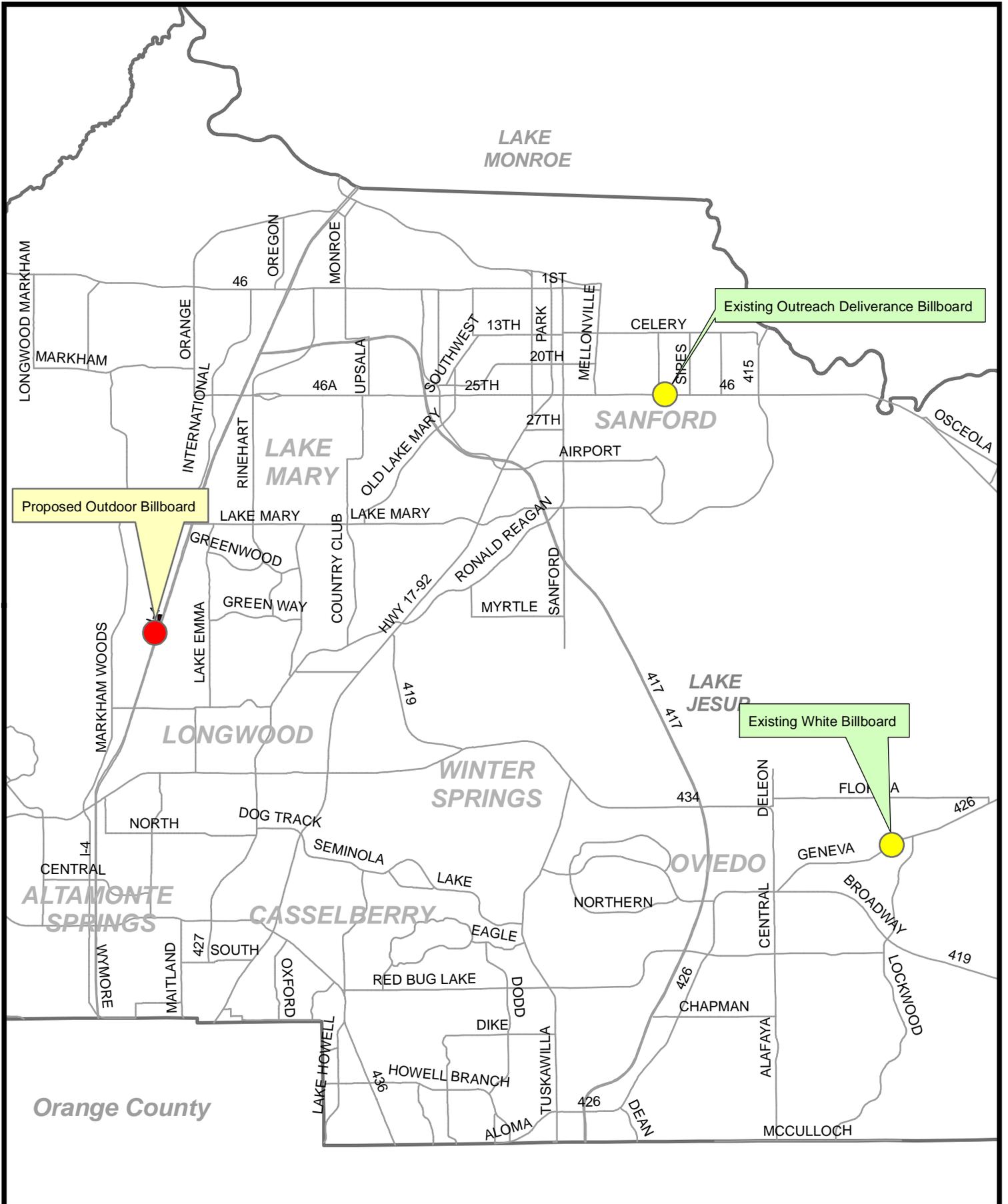
Staff recommends that the Board deny the Voluntary Billboard Agreement between Seminole County and Beech Outdoor Advertising, for a proposed billboard to be located west of Interstate 4 approximately 1.5 miles north of the intersection of E.E. Williamson Road and Interstate 4.

ATTACHMENTS:

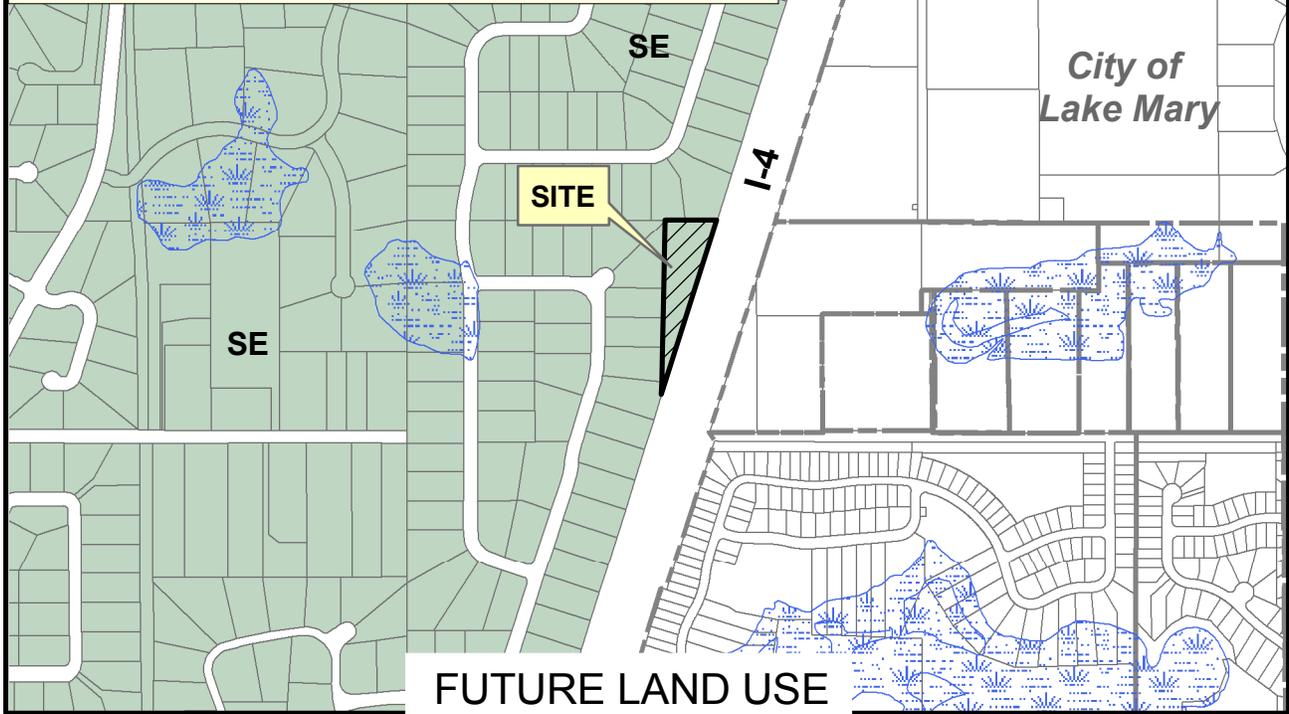
1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Proposed Voluntary Billboard Agreement
5. Proposed Site Plan
6. Existing Billboard Zoning and Future Land Use Map
7. Existing Billboard Zoning and Future Land Use Map
8. Existing Billboard Aerials
9. Existing Billboard Pictures
10. FDOT Letter
11. Applicant's Justification Statement

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)



The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.

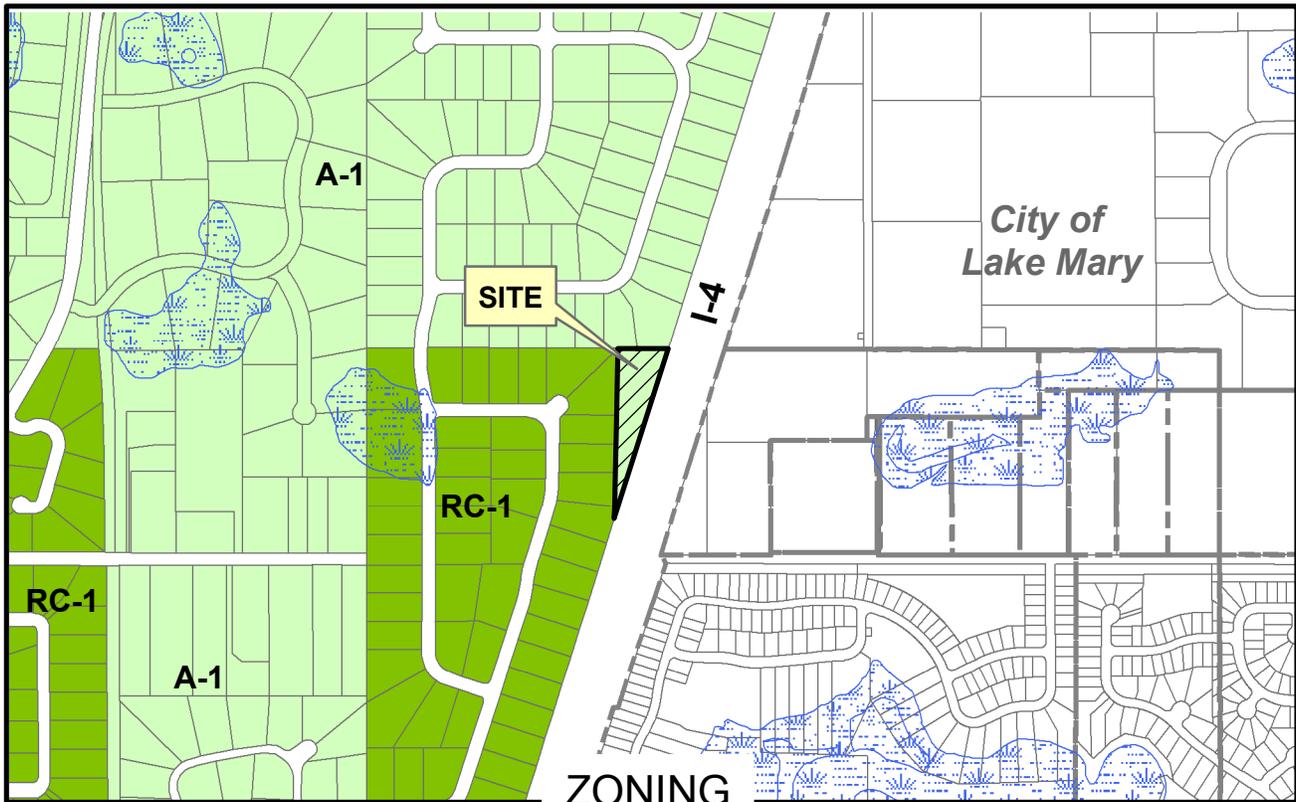


FUTURE LAND USE

Site
 SE
 ESLO
 City Bnd

Applicant: Beech Outdoor Advertising
 Physical STR: 24-20-29-300-0090-0000
 Gross Acres: 2.25 +/- BCC District: 5
 Existing Use: _____
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2009-002	--	--



ZONING

RC-1
 A-1
 ESLO



Rezone No: Z2009-002

-  Parcel
-  Subject Property



Winter 2009 Color Aerials

VOLUNTARY BILLBOARD AGREEMENT

THIS VOLUNTARY BILLBOARD AGREEMENT (the "Agreement") is made and entered into this 12th day of May, 2009, by and between BEECH OUTDOOR COMPANY, a Florida corporation, whose address for purposes of this Agreement is 291 Circle Drive, Maitland, Florida 32751 ("OUTDOOR") and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address for purposes of this Agreement is 1101 East First Street, Sanford, Florida 32771 ("COUNTY").

Recitals

WHEREAS, OUTDOOR is the owner of outdoor advertising signs located in Seminole County, one (1) sign is located upon property owned by OUTREACH DELIVERANCE CENTER ("OUTREACH"), Seminole County Property Appraiser Parcel Id. No. 32-19-31-505-0C00-0260, and one (1) sign is located upon property owned by ROBERT A. WHITE and LORI S. WHITE (together, "WHITE"), Seminole County Property Appraiser Parcel Id. No. 12-21-31-502-0000-008B (together, the "Existing Signs");

WHEREAS, the Existing Signs are legally existing signs pursuant to the COUNTY's Land Development Code (the "LDC");

WHEREAS, OUTDOOR proposes to construct a new outdoor advertising sign (the "New Sign") in exchange for the removal of the two (2) Existing Signs;

WHEREAS, Florida law and Seminole County Land Development Code Section 30.1253 authorize agreements of this type;

WHEREAS, OUTREACH and WHITE join in this Agreement to waive and release any claims either may have against the COUNTY or OUTDOOR as a result of the

removal of the Existing Signs; and

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

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

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

2. The Existing Signs. OUTDOOR is the owner of two (2) outdoor advertising signs located upon certain real properties with Seminole County Property Appraiser Parcel Id. Numbers 32-19-31-505-0C00-0260 and 12-21-31-502-0000-008B, the legal description of which are more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (together, the "Existing Sign Properties"). Within one (1) year after execution and approval of this Agreement by all parties, OUTDOOR shall apply for demolition permits for its two (2) Existing Signs and, within a reasonable time thereafter, demolish them, remove all debris from the properties and dispose of same in accordance with applicable regulations.

3. New Construction. The demolition of the Existing Signs shall be completed prior to any issuance of a permit by the COUNTY authorizing construction of the New Sign as further detailed in paragraph 4(c) below.

4. The New Outdoor Advertising Sign Structure.

A. The location. The New Sign shall be located on certain real property

located in Seminole County, Seminole County Property Appraiser Parcel Id. No. 24-20-29-300-0090-0000 (the "Property"), owned by ZIMMER POSTER SERVICE, LLP, a Florida limited liability partnership ("ZIMMER"), whose address for purposes of this Agreement is Post Office Box 623276, Oviedo, Florida 32762. The legal description of the Property is attached hereto as **Exhibit "B"**, which is incorporated herein by this reference. OUTDOOR is the contract purchaser for the Property and currently no outdoor advertising signs exist on Property or any adjacent parcels. The COUNTY hereby finds and determines that locating a new sign on the Property and removing the Existing Signs from the Existing Signs Properties is in the best interest of the public. The County Zoning classification for the Property is A-1 (Agriculture) for which permitted uses are listed in the Seminole County Land Development Code Section 30.122. OUTDOOR acknowledges that they are creating a non-conforming outdoor advertising sign under Section 30.1253(C) of the Seminole County Land Development Code. OUTDOOR intends to build and own the new outdoor advertising sign structure containing the New Sign on the Property. All rights and responsibilities, future and current to any sign structure, will remain with OUTDOOR.

B. Permits and Construction. OUTDOOR shall be responsible for obtaining all required permits to construct the New Sign, including a permit from the Florida Department of Transportation and the Seminole County Building Division. Failure to obtain the required permits within one (1) year after execution and approval of this Agreement by all parties shall, unless otherwise agreed to in writing, render this Agreement null and void and each party shall thereafter be released from all obligations hereunder. In no event shall the COUNTY issue a permit for the construction of the New

Sign until all Existing Signs have been demolished, removed and disposed of in accordance with this Agreement. The COUNTY shall provide OUTDOOR with (i) a letter indicating approval of the location of the New Sign if required by the State of Florida, and (ii) completion of any FDOT forms that are required to be completed by local government upon payment of any applicable fees in connection with the foregoing. Such a letter shall not be construed to authorize construction of the new sign if the Existing Signs have not been demolished, removed and properly disposed of in accordance with this Agreement.

C. Description. Except as otherwise provided for in this Agreement, the New Sign shall meet all requirements of the LDC and applicable regulations of the State of Florida. Accordingly, the New Sign shall not exceed an overall height of thirty-five (35) feet tall from grade of I-4, unless a variance is granted. In addition, the New Sign shall have two (2) faces, each sign face 14' x 48' (plus embellishments) in size, and shall be supported by a steel monopole, as more particularly shown on Exhibit "C" attached hereto and incorporated herein by this reference. Any digital/electronic face(s) on the New Sign may be utilized by the County or FDOT, at no expense, for periodic public service or other urgent announcements, such as AMBER Alerts, at a maximum interval of one (1) display per every five (5) minute period over the duration of any three (3) consecutive calendar days per such announcement.

D. Land use. The COUNTY hereby verifies that regarding the Property: (i) the Future Land Use designation is SE (Suburban Estates), the Zoning designation is A-1 (Agriculture), and (ii) the Future Land Use and Zoning designation of the Property

allows activities other than outdoor advertising on the Property in accordance with Section 30.122 of the LDC.

E. Trimming of trees and vegetation. OUTDOOR agrees that any removal or trimming of trees and vegetation on the property shall be in accordance with Section 30.1254 of the Seminole County Land Development Code.

The COUNTY agrees that any removal of trees or vegetation on property owned by the COUNTY within one thousand five hundred (1,500) feet of either side of the faces of the New Sign shall be in accordance with Section 30.1254 of the Land Development Code. Further, COUNTY agrees not to build any structure on property owned by the COUNTY within one thousand five hundred (1,500) feet of either side of the faces of the New Sign.

5. Waiver and Release of Claims. In accordance with the requirements of Seminole County Land Development Code Section 30.1253, OUTDOOR, OUTREACH and WHITE each waive and hereby release the COUNTY from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the Existing Signs. This waiver and release is intended by each party to forego any and all claims which that party may have as a result of any provision of Section 70.20, Florida Statutes (2008), or the provisions of any other statute or the common law. In addition, OUTDOOR acknowledges that its 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. OUTDOOR acknowledges and confirms that all necessary parties have been made a party to this agreement or a waiver

and release has been obtained, including the sign owner, the property owner and any and all lessees.

6. County Responsibility for the New Sign. OUTDOOR acknowledges and agrees that the COUNTY shall bear no responsibility for the location, design, construction, operation or maintenance of the New Sign. Further, OUTDOOR acknowledges and agrees that the COUNTY has no control over and bears no responsibility for the content of any advertising which may appear on the New Sign. OUTDOOR expressly assumes all responsibility for the location, design, construction, operation and maintenance of the New Sign as well as the content of any advertising which may appear on the New Sign.

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

8. 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, approved by the Board of County Commissioners and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

9. 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.

10. 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.

11. 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.

12. 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. A copy of this executed Agreement shall be an attachment and referenced in all subsequent leases of any billboard on the New Sign.

13. 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 and has knowingly and willingly chosen not to do so.

14. Indemnification. Beech Outdoor shall indemnify and hold harmless the COUNTY against all claims, demands, disputes, damages, costs, expenses (to include

attorney's fees whether or not litigation is necessary) incurred in enforcing or ensuring regarding OUTDOOR's compliance with the terms and conditions Paragraph 5 of this Agreement.

15. Recording. This Agreement shall be recorded in the public records of Seminole County and the cost is to be born by OUTDOOR.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and OUTDOOR have caused their duly authorized representatives to execute this Agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: Bob Dallari, Chairman

Date: _____, 2009.

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 _____, 2009, regular
meeting.

County Attorney

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed and delivered
in the presence of:

BEECH OUTDOOR COMPANY,
a Florida corporation

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2009, by _____, _____ of Beech Outdoor Company, a Florida
corporation, and is personally known to me or has produced as identification
_____.

Notary Public, State of Florida at Large

Printed name of Notary

My commission expires: _____

(SEAL)

**WAIVER AND RELEASE OF CLAIMS BY OUTREACH DELIVERANCE
CENTER FOR REMOVAL OF EXISTING SIGN**

OUTREACH DELIVERANCE CENTER, waives and hereby releases the County from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the Existing Sign located on Parcel ID # 32-19-31-505-0C00-0260. 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 (2008) or the provision of any other statute or the common law. In addition, OUTREACH acknowledges that their execution of this waiver 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 execute the same.

Signed, sealed and delivered
in our presence as witnesses

OUTREACH DELIVERANCE CENTER

Signature

Print Name

By: _____

Print Name: _____

As Its: _____

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, the _____ of OUTREACH DELIVERANCE CENTER. He/She is personally known to me or has produced _____ as identification.

Notary Public – State of Florida at Large

Printed name of Notary

My Commission Expires: _____

(NOTARY SEAL)

**WAIVER AND RELEASE OF CLAIMS BY ROBERT A. WHITE
AND LORI S. WHITE FOR REMOVAL OF EXISTING SIGN**

ROBERT A. WHITE and LORI S. WHITE, waive and hereby release the County from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the Existing Sign located on Parcel ID #12-21-31-502-0000-008B. 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 (2008) or the provision of any other statute or the common law. In addition, WHITE acknowledges that their execution of this waiver 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 execute the same.

Signed, sealed and delivered
in our presence as witnesses

Signature

Print Name

By: _____
ROBERT A. WHITE

Signature

Print Name

By: _____
LORI S. WHITE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by ROBERT A. WHITE and LORI S. WHITE, who are personally known to me or have produced _____ and _____ as identification.

Notary Public – State of Florida at Large

Printed name of Notary

My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTIONS OF EXISTING SIGN PROPERTIES

Seminole County Property Appraiser Parcel Id. No. 32-19-31-505-0C00-0260:

Lots 26, 27, 28 and 29, Block C, A.B. STEVENS ADDITION TO MIDWAY, according to the Plat thereof as recorded in Plat Book 7, Page 38, of the Public records of Seminole County, Florida;

Seminole County Property Appraiser Parcel Id. No. 12-21-31-502-0000-008B:

PT OF LOTS 8 & 9 DESC AS BEG ON SLY R/W CR 426 410 (M) FT SWLY OF INT
E LI LOT 9 & SLY R/W CR 426 RUN S 19
DEG 46 MIN 46 SEC E 320.54 FT S 58 DEG 38 MIN W 198.47 FT N 70.86 FT W 56
FT N 157.32 FT N 25 DEG 50 MIN
52 SEC W TO SLY R/W CR 426 NELLY ALONG SLY R/W TO BEG SWOPES 3RD
ADD
TO BLACK HAMMOCK PB 3 PG 20

EXHIBIT "B"

LEGAL DESCRIPTION OF NEW SIGN PROPERTY

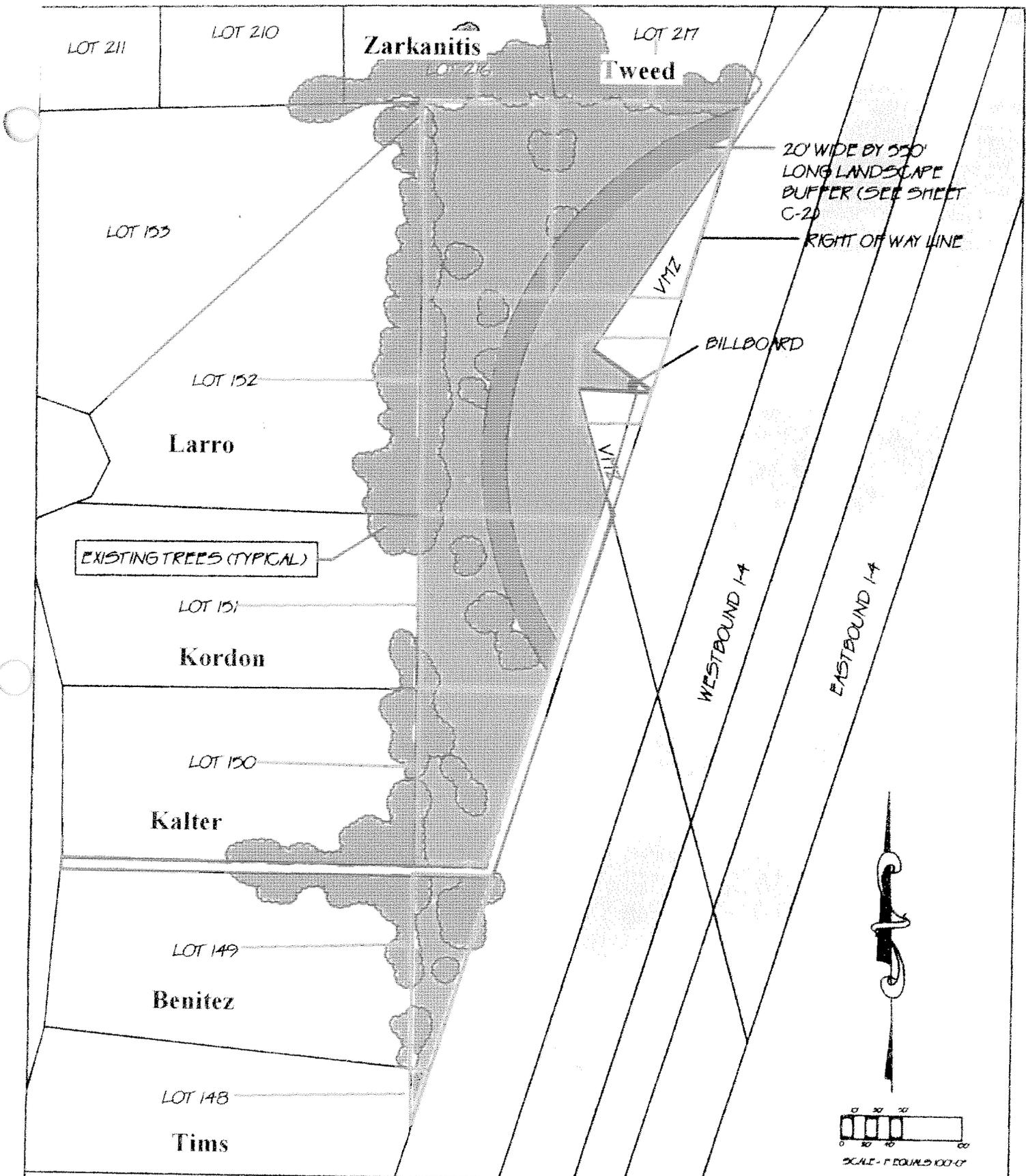
Seminole County Property Appraiser Parcel Id. No. 24-20-29-300-0090-0000:

The West 485.48 feet of the North 1076.7 feet of the NE ¼ of the SW ¼ of Section 24, Township 20 South, Range 29 East, LESS the Right-of-Way of Interstate Highway No. 4 and LESS the ditch described in Official Records Book 459, Page 462, Public Records of Seminole County, Florida.

EXHIBIT "C"

SPECIFICATONS OF NEW SIGN

- One new modern steel monopole with a center mounted support pole.
- Overall height will be 35' tall from grade of I-4, unless County Board of Adjustment grants alternative.
- The sign will contain two 14' x 48' illuminated faces, a square footage of 672 for each face, plus embellishments, in accordance with Section 30.1252 of the Seminole County Land Development Code.
- Upward lighting is permitted.
- The sign will have a 50' minimum front setback from I-4 and a 10' minimum side setback from the property line.
- The sign will be permitted to contain traditional, static faces, digital/electronic faces or a combination thereof. These faces may or may not contain internal illumination.
- If the sign has digital/electronic face(s), in accordance with the applicable requirements of the Florida Statutes and the Florida Administrative Code, the static display time for each message will be a minimum of six (6) seconds.
- If acceptable to landowner, OUTDOOR will agree to landscape an area near the base of the sign, in accordance with sound and generally acceptable landscape architectural practices and in accordance with Seminole County Land Development Code Section 30.1254.



ORI **OUTDOOR RESOURCES, INC.**

3800 WINDHURST - PRINCIPAL
 PO BOX 3540 WINDHURST PARK, FLORIDA 33598
 PHONE 407 846 2672 FAX 407 770 8888

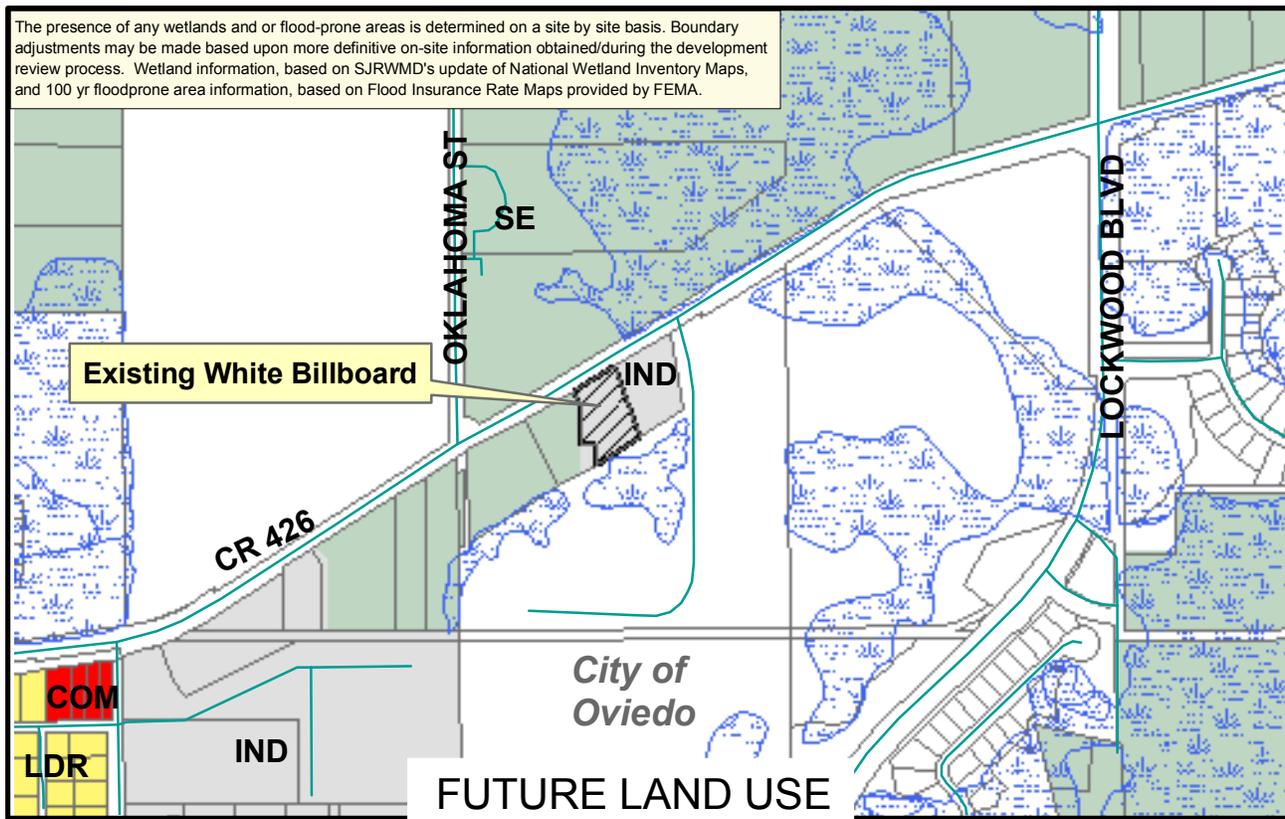
CONCEPTUAL LANDSCAPE BUFFER
 FOR
 I-4 BILLBOARD PROJECT

DATE: 01/27/07
 DESIGNED BY:
 RTF

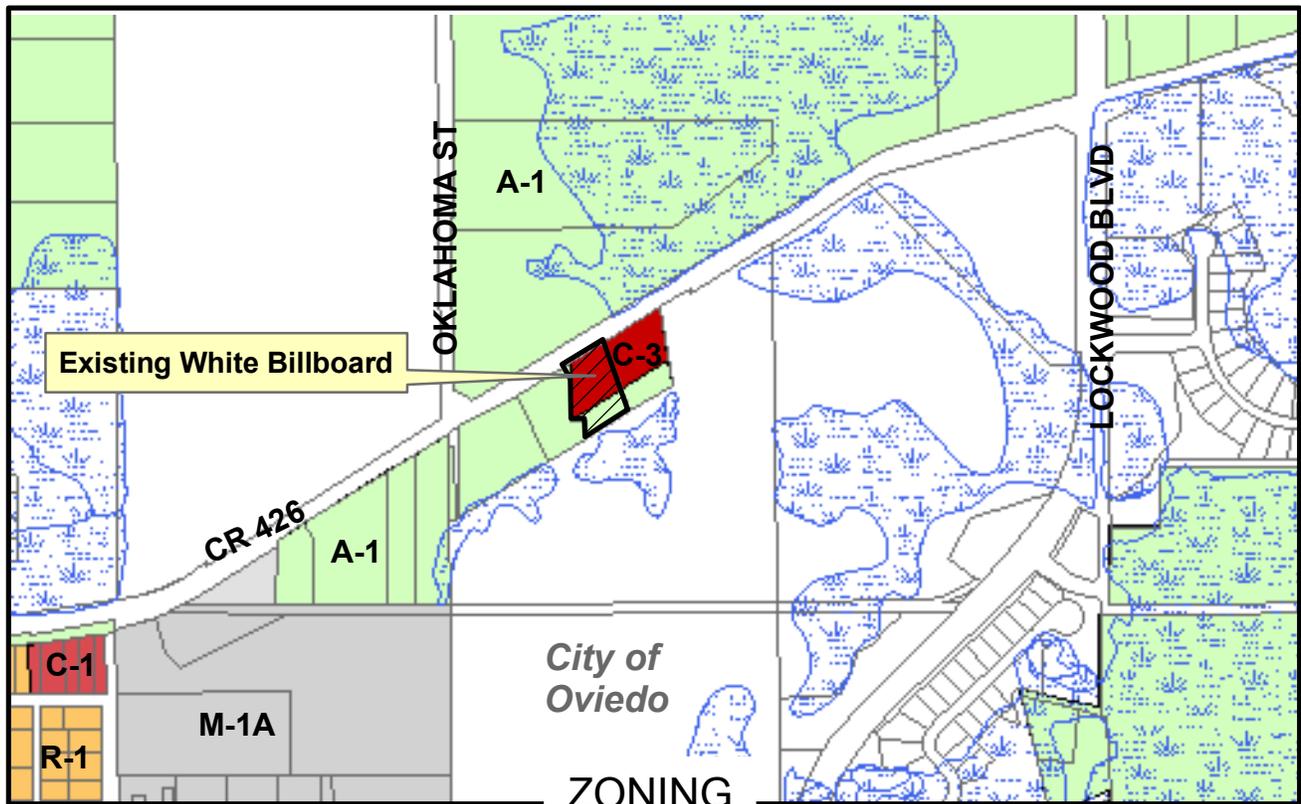
SHEET
 C-1
 OF
 2

EXISTING WHITE BILLBOARD

The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.

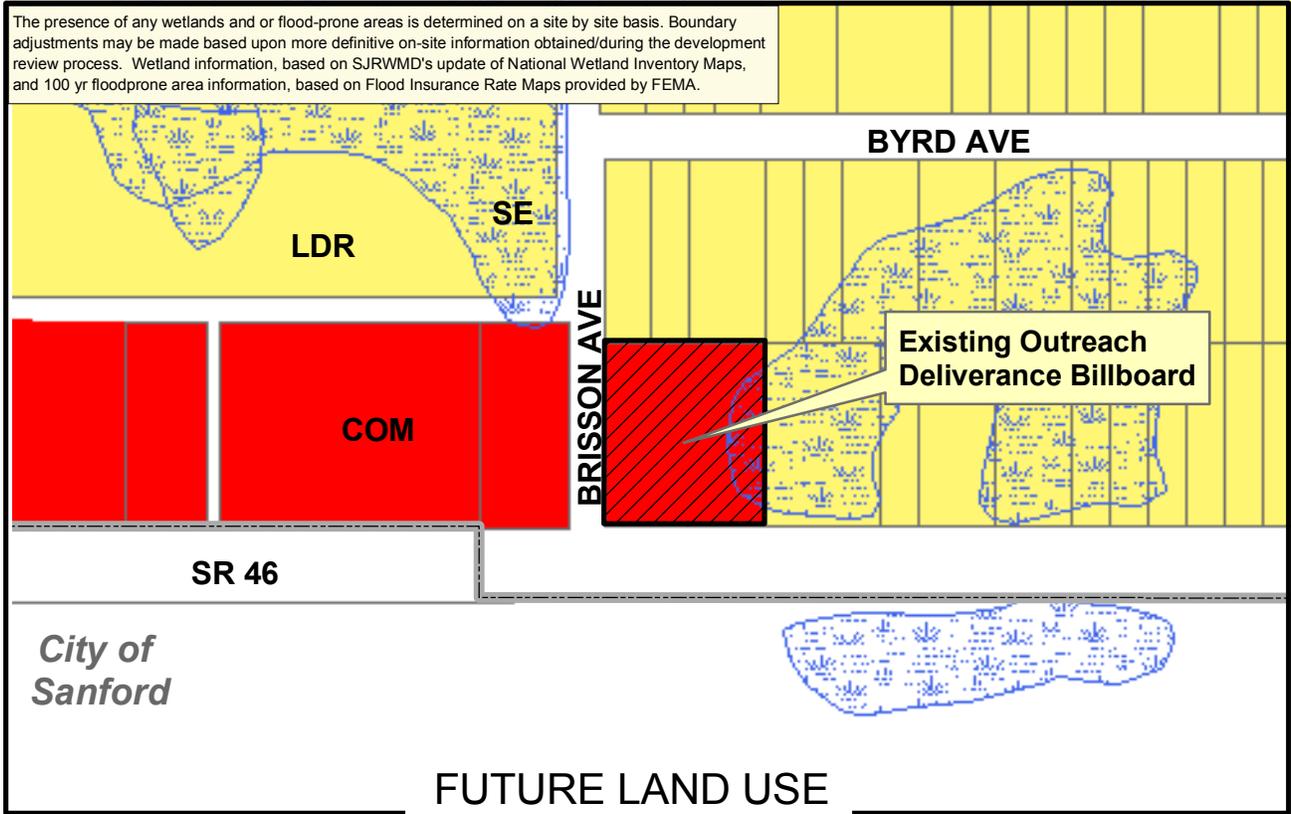


EXISTING WHITE BILLBOARD



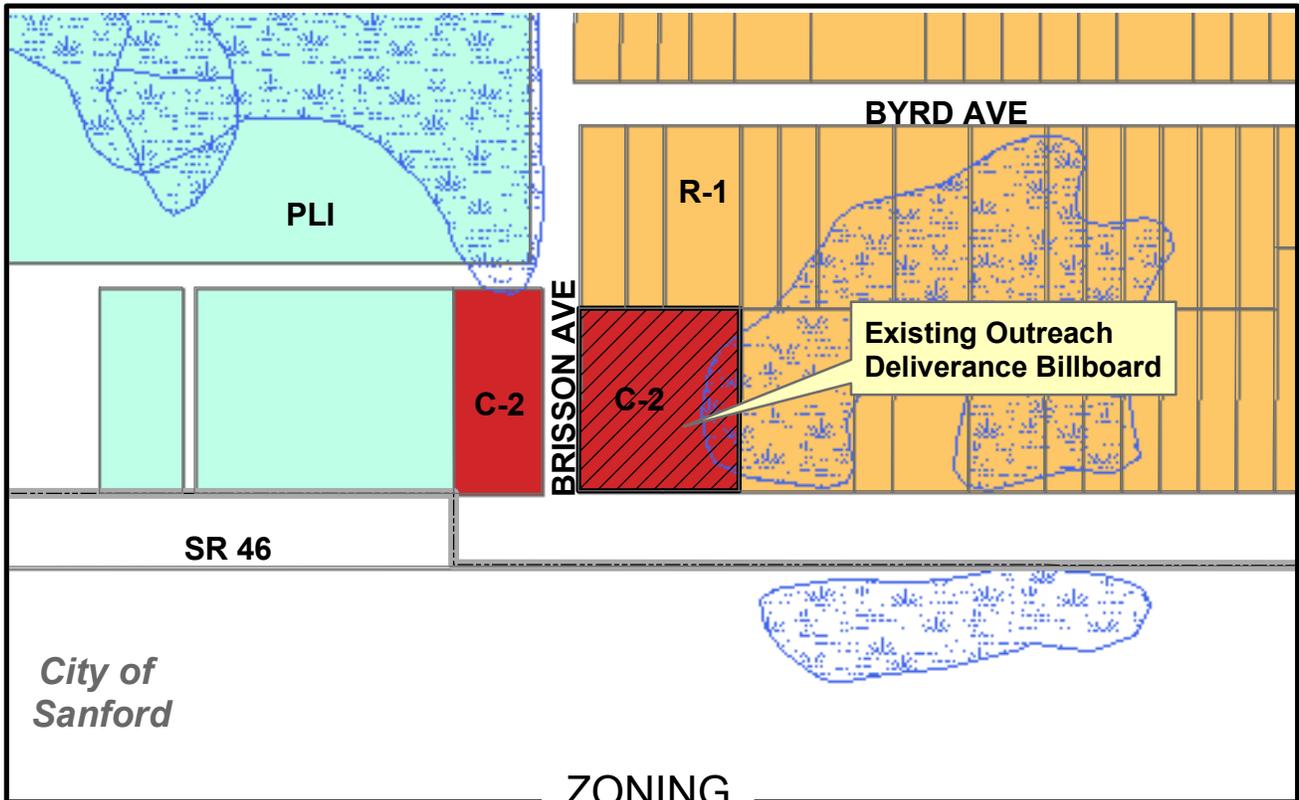
EXISTING BILLBOARD -OUTREACH DELIVERANCE

The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Site
 LDR
 COM
 City Bnd

EXISTING BILLBOARD -OUTREACH DELIVERANCE



Site
 PLI
 C-2
 R-1
 City Bnd

EXISTING BILLBOARDS

WHITE: 12-21-31-502-0000-008B



OUTREACH DELIVERANCE: 32-19-31-505-0C00-0260



EXISTING WHITE BILLBOARD



EXISTING OUTREACH DELIVERANCE BILLBOARD





Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

719 S. Woodland Blvd.
DeLand, FL 32720

STEPHANIE C. KOPELOUSOS
SECRETARY

April 15, 2009

Mr. Jason W. Searl
Gray/Robinson
P.O. Box 3068
Orlando, FL 32802-3068

re: Beech Outdoor Advertising
Seminole County

Dear Jason:

Thank you for working with the Department related to the proposed donation of land in Seminole County along Interstate 4. Our Right of Way staff has determined that the Department will accept the proposed donation. Additionally, our Outdoor Advertising staff has made a preliminary determination that the site your client has identified for a future billboard meets all federal and state requirements for assurance of a permit, except for local land use requirements. I understand that you are working with Seminole County staff to resolve the land use issues.

Please feel free to have Seminole County staff call me at 386-943-5476 if they have any questions about the background of these ongoing discussions.

Sincerely,

A handwritten signature in black ink that reads "George S. Lovett".

George S. Lovett
Director of Transportation Development
District Five

cc: Shirley Martin, FDOT

SEMINOLE COUNTY OUTDOOR ADVERTISING SIGN AGREEMENT - A “WIN-WIN-WIN-WIN-WIN” FOR ALL PARTIES

SEMINOLE COUNTY:

- The subject property, Seminole County Id. No. 24-20-29-300-0090-0000, is located along westbound I-4 (approx. 915’ of frontage) south of the Lake Mary Blvd. exit, is a 2.25 acre triangle-shaped remnant after right-of-way was taken in the 1960’s for I-4 and has a County A-1 (Agriculture) zoning classification, a “non-residential zoning district,” which qualifies it for the requested Agreement.
- When permit is issued for this parcel, 4 faces on 2 outdoor advertising signs currently in operation by Beech Outdoor Advertising, Inc., will be replaced with 1 dual-faced sign in substantial greater compliance with current County Code.
- The new sign will be updated and modernized, with a steel-monopole sign and LED Digital Display Unit on one or both faces that may be utilized by the County, at no expense, for periodic public service or other urgent announcements (AMBER Alerts).
- The total copy area of the signs in the County will be reduced approx. 11%, from 1,512 sq. ft. to 1,344 sq. ft. (2 panels 48 ft. by 14 ft.) and the landscape buffering between the new sign and the adjacent neighboring properties will be substantially enhanced.

FLORIDA DEPARTMENT OF TRANSPORTATION:

- Presently, Beech Outdoor is under contract to purchase the subject property from Zimmer Poster Service, LLP. Beech Outdoor has also secured a perpetual access easement to the subject property over one of the properties adjacent to the property owned by Jose and Lillian Benitez.
- F.D.O.T. to receive title to the subject property together with the access easement rights, at no expense to F.D.O.T., which may then utilize property for I-4 expansion, retention or dedicated conservation subject to an easement to Beech Outdoor for the new sign.

NEIGHBORING PROPERTY OWNERS:

- Establishes an attractive, non-intensive use of the subject property, negates the possibility of an alternative, less attractive use and remedies the property’s non-maintained status.

ZIMMER POSTER SERVICE, LLP:

- Secures the sale of the subject property, which in all likelihood would otherwise remain an unutilized, vacant remnant parcel caused by the right-of-way taking for I-4.

BEECH OUTDOOR ADVERTISING, INC.:

- Beech Outdoor to obtain the right to construct and operate, in perpetuity, the new, modernized sign on this property pursuant to the terms of the County Agreement.