

## ADDITIONAL MODIFICATION TO AGREEMENT

This Additional Modification to Agreement, made as of the \_\_\_ day of \_\_\_\_\_, 2019 (hereinafter, the "Revised Agreement"), by and among the City of Jacksonville, Florida ("City"), Scenic Jacksonville, Inc. (f/k/a Capsigns, Inc.) ("Scenic Jacksonville"), Wesley A. Miner and B&B Outdoor Advertising Company, Inc. d/b/a Daily Billboards (f/k/a B&B Advertising Company, Inc.) ("B&B").

### WITNESETH

WHEREAS the City, Scenic Jacksonville and B&B Advertising Company, an unincorporated business, entered into that certain Agreement dated March 1, 1994 (hereinafter, the "1994 Agreement"), a copy of which is attached hereto as Exhibit "A";

WHEREAS, Wesley A. Miner ("Miner") subsequently became the sole owner of the unincorporated business known as B&B Advertising Company and Miner thereafter caused B&B Outdoor Advertising Company, Inc. to be incorporated;

WHEREAS, Miner currently owns all of the outstanding shares of stock of B&B Outdoor Advertising Company, Inc.;

WHEREAS, the City, Scenic Jacksonville and B&B Outdoor Advertising Company, Inc. entered into an amendment to the 1994 Agreement called Modification to Agreement dated July 14, 2000 (the "Modification to Agreement"), a copy of which is attached as Exhibit "B", that among other things, required certain billboards to be removed by December 31, 2018;

WHEREAS, the City, Scenic Jacksonville and B&B desire to amend and modify the Modification to Agreement pursuant to the provision contained in this Revised Agreement, including a revision to the billboards required to be removed;

WHEREAS, all of the billboards owned by B&B in Duval County, Florida are listed in Exhibit "C" attached hereto;

WHEREAS, in return for certain additional modifications to the Modification to Agreement as hereinafter set forth, Miner and B&B (hereinafter, jointly referred to as "B&B") have agreed to (i) remove the billboards listed on Exhibit "D" attached hereto, (ii) transfer three (3) certain parcels of real property to an affiliate of Scenic Jacksonville, (iii) transfer all permits and licenses and the associated tags of the billboards listed on Exhibit "D" to Scenic Jacksonville or its assigns, (iv) transfer all permits and licenses and the associated tags of the billboards listed on Exhibit "E" and any other billboard located in Duval County, Florida that B&B may later acquire or lease to Scenic Jacksonville or its assigns when such board is removed or otherwise taken down by B&B, and (v) add deed restrictions on three (3) certain parcels that will prohibit future billboards;

WHEREAS, the foregoing modifications will result in more billboards being removed than was required under the 1994 Agreement; and

WHEREAS, the proposed modifications to the 1994 Agreement require the consent of Scenic Jacksonville and the City.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Revised Agreement do hereby agree as follows:

1. Removal of Billboards. B&B shall remove the billboard structures identified in Exhibit "D". The power to each billboard identified in Exhibit "D" shall be discontinued and the face or advertising surface of each billboard shall be removed within forty-five (45) days of the effective date of this Revised Agreement. B&B shall remove all poles and other structural support items of the billboards identified in Exhibit "D" within nine (9) months of the effective date of this Revised Agreement. The billboards identified in Exhibit "D" replace the billboards that were to be removed by December 31, 2018 pursuant to the Modification to Agreement.

2. Property Transfer. Within sixty (60) days of the complete removal of the billboards located on such properties, B&B or their affiliates shall transfer the parcels at 529 Lime Street, 2945 Evergreen Avenue and 3249 Emerson Street to an affiliate of Scenic Jacksonville. B&B shall transfer such parcels free and clear of all taxes, mortgages, liens and other encumbrances as well as free and clear of any environmental liabilities.

3. Transfer of Tags, Permits and Licenses. The parties agree that no billboard, listed on Exhibit "C" or later acquired by lease, purchase or otherwise by B&B in Duval County, Florida, shall be repaired, maintained, rebuilt or transferred, except as expressly permitted by (a) any settlement agreement then governing such billboard later acquired and/or leased by B&B and/or (b) if such later acquired and/or leased billboard is not subject to a settlement agreement, then pursuant to the laws applicable to such billboard. Following removal of the billboards listed on Exhibit "D", B&B shall transfer, at B&B's expense, any tag, permit, license and any other type of government approval associated with such billboards to Scenic Jacksonville or its assigns. Scenic Jacksonville or its assigns will be responsible for any cost of maintaining such tag, permit, license or other type of government approval after B&B has transferred such to Scenic Jacksonville or its assigns. For the avoidance of doubt, Scenic Jacksonville or its assigns will hold the tag, permit, license or other government approval of the applicable removed billboards and will not transfer to another party for the use of a billboard.

4. Future Transfers. All tags, permits, licenses and any other type of government approval for the billboards listed on Exhibit "E" and any future billboard that B&B may later acquire or lease in Duval County, Florida may only be transferred to Scenic Jacksonville or its assigns. Whenever such billboards are removed or otherwise taken down, then such tags, permits, licenses and any other type of government approval shall be transferred, at B&B's expense, to Scenic Jacksonville or its assigns promptly after such removal or take down. Anything in this Revised Agreement to the contrary notwithstanding, any future billboard that B&B may later acquire or lease in Duval County, Florida that is subject to removal or take down and that may thereafter be relocated pursuant to a settlement agreement governing such billboard, may thereafter be relocated pursuant to the terms of such applicable settlement agreement. Any transfer and/or assignment required by this paragraph will only apply upon final removal and/or take down of the applicable billboard.

5. Deed Restrictions. B&B or their affiliates shall record deed restrictions drafted by Scenic Jacksonville that will prohibit future billboards from being located at 2325 Cassat Ave., 1008 Fountain Road and 5730 and 5732 Normandy Blvd.

6. Removal Permit. Prior to the removal of each billboard structure listed on Exhibit "D", B&B shall obtain a permit from the City of Jacksonville for the removal of such billboard structure, which permit shall not be unreasonably withheld.

7. Proof of Removal. Not later than five (5) days after each deadline established for the removal of each billboard structure identified in paragraph 1 above, B&B shall furnish proof of the removal of each billboard structure in the form of photographs showing the sign location before and after each structure is removed. Proof of removal shall be furnished by certified mail to both the City and Scenic Jacksonville.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of all parties to this Revised Agreement. B&B agrees not to transfer or otherwise convey any ownership interest in any billboard structure or sign face listed in any of the exhibits of this Revised Agreement or which B&B may later acquire in Duval County, Florida.

9. Entire Agreement. The terms of the 1994 Agreement and the Modification to Agreement that are not amended by this Revised Agreement shall be deemed to be still in effect. Accordingly, this is the entire agreement by and among the City, Scenic Jacksonville and B&B, and no verbal or written assurance or promise by any party hereto is effective or binding unless included in this document, or in a written supplemental agreement that is signed by or among any of the parties to this Revised Agreement, which supplemental agreement shall only be binding as between or among those parties.

10. Representation and Warranty. B&B represents and warrants that B&B Outdoor Advertising, Inc. owns all the billboard structures listed in Exhibit "C".

11. Repair and Maintenance. B&B acknowledges and agrees that its ability to repair and maintain its billboards expired on December 31, 2018. If any billboard structure listed in Exhibit "C" is destroyed, the same may not be rebuilt.

12. Enforcement. In the event of a breach of this Revised Agreement or any representation or warranty provided herein, any party hereto may bring an action for damages, for injunctive relief, and for specific performances to compel enforcement of this Revised Agreement. In the event of any such litigation, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party his/hers or its reasonable attorneys' fees and costs, whether incurred during negotiations, preparation, at trial or upon appeal.

13. Approval. This Revised Agreement is contingent upon approval by the Jacksonville City Council. This agreement shall be construed under the laws of the State of Florida and shall be enforceable in the Circuit Court in and for the Fourth Judicial Circuit, State of Florida, and in the United States District Court for the Middle District of Florida, Jacksonville Division.

14. Benefit of Parties Hereto. This Revised Agreement is meant for the sole benefit of the parties hereto and their successors and assigns, and no other person or entity shall have any rights of action hereunder.

15. Authorization. The undersigned for each of the parties hereby represents and warrants that he/she is duly authorized to sign this agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Revised Agreement to be executed by their undersigned official or officers as duly authorized as of the date first set forth above.

WESLEY A. MINER

By: Wesley A. Miner  
Wesley A. Miner

[Signature]  
Witness  
[Signature]  
Witness

B&B OUTDOOR ADVERTISING, INC.  
d/b/a Daily Billboards (f/k/a B&B Advertising Company, Inc.)

By: Wesley A. Miner  
Name: Wesley A. Miner  
Title: President

[Signature]  
Witness  
[Signature]  
Witness

SCENIC JACKSONVILLE, INC.  
f/k/a CAPSIGNS, INC.

By: Alicia B. Grant  
Name: Alicia B. Grant  
Title: President

[Signature]  
Witness  
[Signature]  
Witness

CITY OF JACKSONVILLE

\_\_\_\_\_  
LENNY CURRY, MAYOR

ATTEST:

\_\_\_\_\_  
Corporation Secretary

\_\_\_\_\_  
Assistant General Counsel

[Signature Page to Additional Modification to Agreement]

**EXHIBIT A**

**1994 Agreement**

*(See attached.)*

AGREEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of March, 199~~8~~<sup>4</sup>, by the CITY OF JACKSONVILLE, FLORIDA ("City"), CAPSIGNS, INC. ("CapSigns"), and B & B ADVERTISING COMPANY ("B&B").

W I T N E S S E T H:

WHEREAS, sign proliferation in the City of Jacksonville was addressed by the Mayor's Task Force on Growth Management beginning in 1984 and by the Jacksonville Community Council, Inc.'s Visual Pollution Study released in 1985;

WHEREAS, a new sign ordinance was considered and debated over a two year period beginning in late 1985;

WHEREAS, Ordinance 86-1523-871 became effective on March 11, 1987, and has been subsequently amended;

WHEREAS, the voters of the City of Jacksonville on May 26, 1987, adopted an amendment to the Charter of the City of Jacksonville which included, among other things, a new article entitled "Off-Site Commercial Billboard Ban", which Charter Amendment has been re-adopted by the Jacksonville City Council, and has also been re-adopted by the Florida Legislature and is found in Chapter 92-341, Laws of Florida;

WHEREAS, B&B has filed suit in the Circuit Court, Duval County, Florida, and the United States District Court of the Middle District of Florida, challenging the validity, constitutionality, and enforceability of the Charter Amendment and portions of the Jacksonville Ordinance Code regulating signs and has filed a separate suit concerning a sign on Southhampton Road;

WHEREAS, the City and CapSigns believe that B&B's claims are not valid, contest said claims, and further believe that there is a valid foundation for the defense of said claims; and

WHEREAS, the parties desire to settle and resolve the current litigation and all past claims regarding the Charter Amendment and the City's Sign Regulations; and

WHEREAS, by signing this Agreement the City and CapSigns waive their rights to fines in an amount up to \$500.00 per day per sign, and B&B waives its right to challenge the validity, constitutionality, or enforceability of the Charter Amendment and the City's Sign Ordinances; and

WHEREAS, the sign faces to be removed under this agreement are equal in size to those required to be removed under the Charter; and

WHEREAS, all non-FAP sign structures located in agricultural or residential zoning districts are included in and shall be among those signs to be removed within one (1) year of the Effective Date;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Definitions. As used in this Agreement, the following words and phrases shall have the following meanings:

a. "Charter Amendment": Article 23 of the Charter of the City of Jacksonville, as adopted by the voters on May 26, 1987, and as readopted and found in Chapter 92-341, Laws of Florida.



b. "Federal-Aid Primary Highway" or "FAP Highway": A highway or portion thereof designated as a federal-aid primary highway by the Florida Department of Transportation as of March 11, 1987 and construction of which was completed by that date.

c. "Interstate Highway": A highway or portion thereof designated as a part of the national system of interstate and defense highways by the Florida Department of Transportation as of March 11, 1987 and construction of which was completed by that date.

d. "Non Federal-Aid Primary Highway" or "Non-FAP Highway": All highways or portions thereof not designated by the Florida Department of Transportation as part of the federal-aid primary highway system or interstate highway system as of March 11, 1987.

e. "Sign": An off-site sign.

f. "Sign Structure": The interrelated parts and materials, such as beams, poles, and stringers, which are constructed for the purpose of supporting or displaying a message or informative contents.

g. "Sign Face": The part of the sign, including trim and background, which contains the message or informative contents.

h. "Effective Date": is the effective date of this Agreement.

i. "Unpermitted Sign Structure": A Sign Structure or portion thereof which was erected without obtaining required permits and includes any portion of a sign structure which has been erected and was not specifically identified in a construction permit.

j. "Unpermitted Sign Face": A Sign Face which was erected without obtaining required permits and includes any Sign Face which has been erected and was not specifically identified in a construction permit.

2. Sign Removal. B&B agrees to remove within five (5) years of the Effective Date a number of sign faces equal in number to the number required to be removed under the Charter Amendment. The parties agree that number is twenty-five (25) sign faces. Attached as Exhibit "A" is a list of sign faces and sign structures, by location, which the parties agree will be removed under the terms of this Agreement. B&B represents and warrants that all of the sign structures listed in Exhibit "A" are owned by B&B. The sign faces shall be removed in the manner and upon the conditions set forth below:

a. The sign faces shall be removed in accordance with the following schedule:

- i. Six (6) sign faces within thirty (30) days of the Effective Date;
- ii. Six (6) sign faces within one (1) year of the Effective Date;
- iii. Fourteen (14) sign faces within five (5) years of the Effective Date.

b. In order to be counted as a sign face removed pursuant to this Agreement, the entire sign structure must be removed.

c. Attached as Exhibit "B" is a list of the twelve (12) sign faces and six (6) sign structures which will be removed by B&B within one (1) year of the Effective Date. Attached as Exhibit "C" is the list of signs to be removed within five (5) years of the Effective Date.

d. Attached as Exhibit "D" is a list of ten (10) sign faces and five (5) sign structures which will be removed within 25 years of the effective date of this agreement. Said sign faces and structures are located on non-FAP right of way.

e. Prior to removal of each sign structure, B&B shall obtain a permit from the City of Jacksonville which permit shall not be unreasonably withheld. B&B shall also furnish proof of removal of the sign structure in the form of photographs showing the sign locations before and after the structure is removed.

3. Sign at Southhampton. Within 30 days of the Effective Date, B&B shall apply for a state permit for a sign at Southhampton which sign is the subject of state case number 92-09185-CA. If a permit is obtained said sign can remain in its current location subject to the rest of the terms of this agreement. If a permit is not obtained, it will be removed within 30 days of the state Department of Transportation denying the permit application. If the Southhampton sign is removed, then one of the FAP or Interstate signs on Exhibit C may be taken off said exhibit and the Southhampton sign will be substituted in lieu thereof. B&B shall notify the City in writing of the sign to be removed from the said exhibit.

4. Repair and Maintenance of Existing Signs. B&B shall have the right to maintain and make repairs to its existing sign structures.

a. That right shall be unlimited, except that no changes may be made to a sign's height, size and type of construction except as otherwise provided or required in this Agreement.

b. B&B shall obtain required building permits prior to commencement of repairs.

c. All signs which are repaired shall be repaired so as to meet the requirements of the City Building Code at the time of repair.

d. Repairs shall not include permanent relocating or moving any structural support columns.

e. Repairs must be made with the same type of materials as exist on the sign at the time the permit is requested; provided, however, no more than thirty-five percent (35%) of its structural support columns may be replaced in any one year.

f. Unless a permit to rebuild a sign is issued pursuant to Paragraph 5, repairs may not be made to a destroyed sign. A sign is destroyed if:

(i) the entire structure of the sign, other than the structural support columns, is removed from the structural support columns; or

(ii) more than thirty-five percent (35%) of its structural support columns are disconnected from the ground or any foundation; or

(iii) more than thirty-five percent (35%) of its structural support columns are broken or shattered; or

(iv) more than thirty-five percent (35%) of the structural support columns are out of plumb by more than twenty-five percent (25%).

5. Limited Rebuild Right. B&B shall have the right to obtain six permits to rebuild signs destroyed or removed for any reason, except as otherwise provided in this Agreement. One permit shall be used to move a sign at 7945 Blanding Blvd., up to sixty (60) feet to the north. Permits may be obtained for the removal or destruction of any sign not listed in Exhibits A, B, C or D. Permits are valid for only two years. Signs rebuilt pursuant to this section shall be subject to the following conditions:

a. Rebuilt signs shall be located only in the following zoning districts: Industrial Light (IL), Industrial Heavy (IH), Industrial Water (IW), Commercial Regional (CR), Commercial Community General-2 (CCG-2), and Commercial Central Business District (CCBD).

- b. Rebuilt signs shall not be erected along the following highways:
- i. J. Turner Butler Boulevard;
  - ii. A1A between Atlantic Boulevard and the Duval/St. Johns County line;
  - iii. Atlantic Boulevard east of St. Johns Bluff Road;
  - iv. Hecksher Drive;
  - v. Lem Turner Road between I-295 and the Trout River;
  - vi. San Jose Boulevard south of I-295;
  - vii. Roosevelt Boulevard;
  - viii. Atlantic Boulevard between I-95 and University Boulevard;
  - ix. I-95 between Atlantic Boulevard and Eighth Street; and
  - x. State Road 9A.
- c. Rebuilt signs shall be located only upon interstate or FAP highways. Rebuilt signs shall not be located within three hundred fifty (350) feet of property zoned as residential.
- d. Prior to issuance of a building permit for the sign to be rebuilt, B&B shall identify the sign which has been or will be removed or destroyed and shall furnish proof of removal, including photographs showing the sign location before and after removal of the existing sign.
- e. The size of the sign face of the rebuilt sign shall not exceed the size of the sign face of the sign which has been or will be removed or destroyed pursuant to Paragraph 5.d.
- f. Rebuilt signs shall be no closer than fifteen hundred (1500) feet from any sign along the same street. A sign is along a street if it is within one hundred (100) feet of a street or if it has a state permit to be located along a street. The fifteen hundred (1500) feet shall be

measured along the center line of the street in question. Rebuilt signs shall not be located within two hundred fifty (250) feet of any other sign.

g. Rebuilt signs shall comply with all the requirements of the City Ordinance Code except as otherwise provided herein.

h. This rebuild right does not extend to any sign which is being removed pursuant to paragraph 2 of this Agreement.

6. Restrictions Applicable to All Signs. Sign faces shall not exceed 672 square feet, plus cutouts or extensions limited to ten percent (10%) of the square footage of the sign face. Upon demand, B&B shall furnish proof to the satisfaction of the Chief, Building and Zoning Inspection Division, that the square footage of the cutout or extension does not exceed ten percent (10%) of the square footage of the sign face. No double-stacked or side-by-side signs shall be allowed. Sign structures shall be limited to not more than two sign faces per structure, with no more than one sign face facing in one direction. B&B shall not advertise any alcoholic beverage or tobacco product. As of five years after the Effective Date, no sign shall be maintained on any property in violation of Sections 656.407 and 326.204 as those sections exist on the Effective Date.

7. Signs for Which Compensation is Received. Signs which are removed and for which any compensation has been paid, whether through forced condemnation or any voluntary program for removal of signs, by any governmental agency, shall not count as a sign removed pursuant to Paragraph 2, nor shall they be counted as qualifying for rebuilding pursuant to Paragraph 5 after the Effective Date.

8. Representations and Warranties. B&B represents and warrants that the sign structures on the attached Exhibits are owned by B&B.

9. Additional Sign Regulation by City. In consideration for B&B's agreements as expressed herein, the City covenants that it shall not sue or otherwise bring any enforcement action against B&B in connection with their signs listed in Exhibit "F" insofar as those signs are or may be affected by any additional regulations governing (1) height, (2) size, (3) type of construction from the effective date of this Agreement until March 1, 2013; except that the covenant not to sue shall expire on September 1, 2005, in the event there is any change in the state law requiring cash compensation to be paid upon removal of signs along interstate or FAP highways.

10. Pending Litigation. Upon the signing of this Agreement, the City and B&B agree to jointly request that the pending action in the Circuit Court, Duval County, Florida, Case Nos. 92-07516-CA and 92-09185-CA, be stayed as to B&B pending approval of this Agreement by the City Council. Should the stay currently in effect be lifted in the action pending in the United States District Court for the Middle District of Florida, Case No. 92-472-Civ-J-10, B&B and the City agree to jointly request that the stay be reinstated as to B&B pending approval of this Agreement by the City Council. Upon approval of this Agreement by the City Council, B&B agrees to promptly dismiss its pending litigation in the Circuit Court in Duval County and the United States District Court of the Middle District of Florida with prejudice, which dismissal shall not operate to prevent B&B from maintaining a separate action to enforce compliance with the terms of this Agreement. Each party shall bear its own costs, including attorney's fees, incurred in the pending litigation.

11. Payments. B & B agrees to pay to the City \$500 for each sign on list A within thirty (30) days of the Effective Date.

12. Release and Waiver. The City and CapSigns hereby release and forever discharge B&B, its agents and employees, from any and all claims, actions, causes of action, damages and costs arising out of violations, actual or alleged, of the Charter Amendment and Chapters 320, 326 and 656 of the City of Jacksonville Ordinance Code (collectively, the "City's Sign Regulations") which have been, or might have been, brought as of the Effective Date. The City and CapSigns hereby release and forever discharge any landowner who has a sign owned by B&B on the landowner's property from any and all claims, actions, causes of action, damages and costs arising out of violations, actual or alleged, of the Charter Amendment and Chapters 320, 326 and 656 of the City of Jacksonville Ordinance Code (collectively, the "City's Sign Regulations") which have been, or might have been brought as of the Effective Date. B&B hereby releases and forever discharges the City and CapSigns, their officers, elected officials, agents and employees, from any and all claims, actions, causes of action, damages and costs arising out of the City's Sign Regulations, and B&B specifically waives all right to challenge the validity, constitutionality or enforceability of the City's Sign Regulations as they exist on the on the effective date. B & B hereby holds harmless the City and CapSigns, their officers, elected officials, agents and employees, from any and all claims, actions, causes of action, damages and costs arising out of the City's Sign Regulations which might be brought by any landowner who has a sign owned by B&B on the landowner's property. Provided, however, that neither the City, CapSigns, nor B&B shall be deemed to have waived or abandoned any right to bring an action to enforce the terms, conditions and limitations of this Agreement.



13. Approval by City Council. This Agreement is contingent upon approval by the City Council no later than December 31, 1993. In the event the City Council does not adopt this Agreement, this Agreement shall be null and void and no longer binding upon the City or B&B.

14. Binding Effect of Agreement. This Agreement shall be binding upon the successors and assigns of all parties to this Agreement. B&B agrees to not transfer or otherwise convey any ownership interest in any sign face or sign structure listed in the Exhibits unless the transferee shall execute an agreement to be bound by the terms and conditions of this Agreement, which agreement shall be in substantially the form attached hereto as Exhibit "E".

15. Enforcement; Penalties; Attorneys' Fees. In the event of a breach of this Agreement, any party hereto may bring an action for injunctive relief and specific performance to compel enforcement of this Agreement. In addition, as to any sign structure built, rebuilt or relocated without a permit, in the event the sign structure is not removed within fifteen (15) days after notice to B&B, the City shall have the right to remove the sign structure. A rebuilt sign includes any destroyed sign (as that term is defined in 4.f.) which is repaired. In the event B&B fails to remove any sign required to be removed pursuant to this Agreement by the times established for removal, a fine of \$250 per day shall accrue for each sign not removed. The fines shall not accrue until fifteen (15) days after notice by the City to B&B. Five (5) years after the Effective Date, the City, after fifteen (15) days notice to B&B, shall have the right to remove any unpermitted Sign Structure or Sign Face. In the event the City wrongfully removes signs in accordance with this paragraph, it shall be liable for damages for such wrongful removal. Such damages shall consist solely of the cost of re-erecting the removed sign, if not

re-erected by the City, together with lost income for the sign. Such lost income shall be calculated by multiplying the number of days the sign is removed times the average daily rental for the sign's face or faces during the six month period prior to the removal of the sign structure. In the event of any litigation regarding this Agreement or any matter contemplated herein, each party in such litigation shall be responsible for its own attorneys' fees and costs, whether incurred during negotiations, preparation, at trial, or upon appeal and shall not recover from the opposing party.

16. B&B, the City and CapSigns acknowledge that this Agreement is a compromise resolution of disputed claims and agree that it shall never be treated as an admission or evidence of liability by either of them for any purpose whatsoever.

17. This Agreement shall be construed under the laws of the State of Florida and shall be enforceable in the Fourth Circuit Court of Florida and in the United States District Court for the Middle District of Florida, Jacksonville Division.

18. This Agreement shall be binding upon B&B's affiliates, subsidiaries, their officers, directors, shareholders, employees, agents, successors and assigns and upon the City's administrators, representatives and executors, and shall inure to their benefit and shall be enforceable by them and upon Capsigns affiliates, subsidiaries, their officers, directors, shareholders, employees, agents, successors, and assigns.

19. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and Release.

20. B&B, the City and CapSigns affirm that the only consideration for executing this Agreement is that stated herein and that no other promise or agreement of any kind, oral or written, has been made to or with them by any person or entity.

21. B&B, the City and CapSigns represent and agree each has thoroughly discussed all aspects of this Agreement with its attorneys, and it has carefully read and fully understands all of the provisions of this Agreement and that it is voluntarily entering into this Agreement.

22. No waiver or modification of any term or condition of this Agreement shall be valid or binding unless in writing and executed by each B&B and the City and CapSigns.

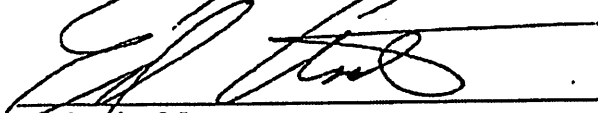
23. This Agreement is meant for the sole benefit of the parties hereto and their successors and assigns and no other person or entity shall have any rights of action hereunder.

24. The undersigned for each of the parties hereby warrants that he/she is duly authorized to sign this Agreement.

25. Entire Agreement. This is the entire agreement between the City, CapSigns and B&B, and no verbal or written assurance or promise is effective or binding unless included in this document.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.


CITY OF JACKSONVILLE

  
\_\_\_\_\_  
Ed Augtin, Mayor

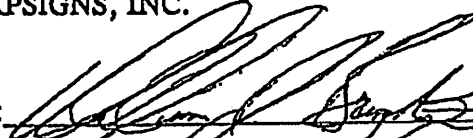
Date: 2-8-94

ATTEST:

  
\_\_\_\_\_  
Lornie C. Williams  
Corporation Secretary

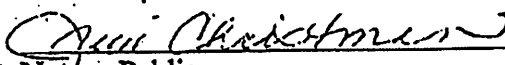
  
\_\_\_\_\_  
Assistant General Counsel

CAPSIGNS, INC.

By:   
\_\_\_\_\_

Its: Vice President/Secretary

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 1993, by William D. Brinton who is personally known to me or who has produced \_\_\_\_\_ as identification and who  did  did not take an oath.

  
\_\_\_\_\_

Notary Public  
(Please Print) Julie Christman  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission No.: \_\_\_\_\_ My commission expires Aug 13, 1994

B&B OUTDOOR ADVERTISING

By: W. R. Miles

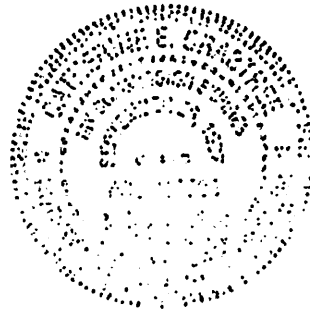
Its: Gen Mgr.

The foregoing instrument was acknowledged before me this 1st day of March, 1993, by W. R. Miles who is personally known to me or who has produced \_\_\_\_\_ as identification and who  did  did not take an oath.

smd/lmt 11/4/93

*Catherine E. Crabtree*

b&bsettl.ag5



**EXHIBIT A**

<u>Location</u>	<u>City Sign Number</u> <u>(Unless otherwise noted)</u>
a. 6521 Commonwealth and Lane	1399
b. 1167 South Edgewood at Mayflower	1546
c. 3535 20th Street West at Edgewood	3726
d. 355 Cassat at Edgewood	1697
e. 2287 West Beaver Street	1406
f. 1475 Cassat Avenue at Park Street	1344
g. 2005 Phillips Highway (Wilma Street)	State Tag No. BG 659 35
h. 2325 Cassat Avenue	1363
i. 1536 Blanding Blvd	1766
j. 1206 Lane Avenue	1555
k. 3509 Plymouth at Edgewood	2933
l. 324 West 21st Street at 20th Expressway	Building Permit No. 3877
m. 1306 East 21st Street in Jennings	1452
n. 3249 Phillips Highway	

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**EXHIBIT B**

- a. 6521 Commonwealth and Lane (double face);
- b. 1167 South Edgewood at Mayflower (double face);
- c. 3535 20th Street West at Edgewood (double face);
- d. 355 Cassat at Edgewood (double face);
- e. 2287 West Beaver Street (Eds) (double face);
- f. 1475 Cassat Avenue at Park Street (double face).

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**EXHIBIT C**

- a. 2005 Phillips Highway
- b. 2325 Cassat Avenue
- c. 1536 Blanding Blvd
- d. 1206 Lane Avenue
- e. 3509 Plymouth at Edgewood
- f. 324 West 21st Street at 20th Expressway
- g. 1306 East 21st Street in Jennings
- h. 3249 Phillips Highway

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**EXHIBIT D**

<u>Location</u>	<u>Sign No.</u>	<u>City</u>
625 Florida Avenue	93	
739 Catherine Street	94	
731 Catherine Street	95	
1034 Beaver Street, East	129	
2945 Evergreen Avenue	1442	

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**EXHIBIT B**

**Modification to Agreement**

*(See attached.)*

Exhibit B

## MODIFICATION TO AGREEMENT

This Modification to Agreement, made as of the 14th day of July, 2000 (hereinafter the "Modified Agreement"), by and among the City of Jacksonville, Florida ("City"), Scenic Jacksonville, Inc. d/b/a Capsigns, Inc. ("Capsigns"), Wesley A. Miner, and B&B Advertising Company, Inc.,

### WITNESSETH

WHEREAS, the City, Capsigns, and B&B Advertising Company, an unincorporated business, entered into that certain Agreement dated March 1, 1994 (hereinafter the "1994 Agreement"), a copy of which is attached hereto as Exhibit "A,"

WHEREAS, Wesley A. Miner ("Miner") subsequently became the sole owner of the unincorporated business known as B&B Advertising Company and Miner thereafter caused B&B Outdoor Advertising Company, Inc. to be incorporated;

WHEREAS, Miner currently owns all of the outstanding shares of stock of B&B Outdoor Advertising Company, Inc.;

WHEREAS, B&B Outdoor Advertising Company and/or its successors have removed the billboards described in Exhibit "B" attached hereto and will be removing the billboards described in Exhibit "C" attached hereto;

WHEREAS, B&B Outdoor Advertising Company, Inc. currently owns all of the billboards described in Exhibit "D," Exhibit "E," Exhibit "F," and Exhibit "G," attached hereto;

WHEREAS, in return for certain additional modifications to the 1994 Agreement as hereinafter set forth, Miner and B&B Outdoor Advertising Company, Inc. (hereinafter jointly referred to as "B&B") have offered to (i) terminate all five (5) unused rebuild rights described in

paragraph 5 of the 1994 Agreement, (ii) to forego the substitution right described in paragraph 3 of the 1994 Agreement, and (iii) to remove an additional sign structure that was not required to be removed under the 1994 Agreement;

WHEREAS, the foregoing modifications will result in more billboards being removed than is presently required under the 1994 Agreement;

WHEREAS, the termination of the rebuild rights in paragraph 5 of the 1994 Agreement will result in the ultimate reduction of additional billboards in Duval County;

WHEREAS, the proposed modifications to the 1994 Agreement require the consent of Capsigns;

WHEREAS, the proposed modifications to the 1994 Agreement will further enhance the scenic beauty of Jacksonville and Duval County, Florida, and the proposed modifications have been accepted by Capsigns;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Modified Agreement do hereby agree as follows:

1. Termination of Rebuild Rights. All five unused rebuild rights under paragraph 5 of the 1994 Agreement shall be deemed terminated as of June 20, 2000. For purposes of this Modified Agreement, the parties stipulate and acknowledge that only one rebuild right has been exercised, and that the termination of rebuild rights extends to five permits for which rebuilds would otherwise be permitted pursuant to the provisions of paragraph 5 of the 1994 Agreement.

2. Removal of City Sign No. 1766. B&B shall remove the billboard structure identified in Exhibit "D" within ninety (90) days of the effective date of this Modified Agreement.

3. Removal of City Sign Nos. 1358 and 2953. B&B shall remove the billboard structures identified in Exhibit "E" by no later than June 20, 2005. However, if the billboard structure known as City Sign No. 2953 located at 3509 Plymouth Street is removed by June 20, 2001, then and in that event the billboard structure known as City Sign No. 1358 located at 4619 Roosevelt Boulevard may remain in place beyond June 20, 2005 but shall be removed by no later than June 20, 2007.

4. Removal of Additional Billboard Structures. B&B shall remove the billboard structures listed in Exhibit "F" by no later than December 31, 2018.

5. Removal Permit. Prior to the removal of each billboard structure listed in Exhibits "D," "E," and "F," B&B shall obtain a permit from the City of Jacksonville which permit shall not be unreasonably withheld.

6. Proof of Removal. Not later than thirty (30) days after the deadline established for the removal for each billboard structure identified in paragraphs 2, 3, and 4, above, B&B shall furnish proof of the removal of each billboard structure in the form of photographs showing the sign location before and after each structure is removed. Proof of removal shall be furnished by certified mail to both the City and to Capsigns.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of all parties to this Modified Agreement. B&B agrees not to transfer or otherwise convey any ownership interest in any billboard structure or sign face listed in any of the exhibits to this Modified Agreement unless the transferee shall execute an agreement to be bound by the terms and conditions of this Modified Agreement, which agreement shall be substantially in the form attached hereto as Exhibit "Z."

8. Entire Agreement. This is the entire agreement by and among the City, Capsigns, and B&B, and no verbal or written assurance or promise by any party hereto is effective or binding unless included in this document, or in a written supplemental agreement that is signed by or among any of the parties to this Modified Agreement, which supplemental agreement shall only be binding as between or among those parties.

9. Representation and Warranty. B&B represents and warrants that B&B Outdoor Advertising, Inc. owns all of the billboard structures listed in Exhibits "D," "E," "F," and "G."

10. Repair and Maintenance. The provisions in the original 1994 Agreement pertaining to the repair and maintenance of the billboards identified in Exhibit "1" shall continue under this Modified Agreement until December 31, 2018, and shall apply to all of the billboard structures identified in Exhibits "C," "D," "E," "F," and "G" to this Modified Agreement. If any billboard structure listed in Exhibits "C," "D," "E," "F," or "G" is destroyed, the same may not be rebuilt.

11. Enforcement. In the event of a breach of this Modified Agreement or any representation or warranty provided herein, any party hereto may bring an action for damages, for injunctive relief, and for specific performance to compel enforcement of this Modified Agreement. In the event of any such litigation, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party his or its reasonable attorneys' fees and costs, whether incurred during negotiations, preparation, at trial, or upon appeal.

12. Approval. This Modified Agreement is contingent upon approval by the Jacksonville City Council. This agreement shall be construed under the laws of the State of Florida and shall be enforceable in the Circuit Court in and for the Fourth Judicial Circuit, State of Florida, and in the United States District Court for the Middle District of Florida, Jacksonville

Division.

13. Release and Waiver. In connection with the billboards listed in Exhibit "B," "C," "D," "E," and "F" to this Modified Agreement, the City and Capsigns hereby forever release and discharge B&B, its officers, directors, attorneys, agents, and employees, from any and all claims, actions, causes of action, damages and costs arising out of violations, actual or alleged, of the City Charter and Chapters 320, 326, and 656 of the City of Jacksonville Ordinance Code (collectively, the "City's sign regulations"), which have been, or might have been brought as of the effective date.

B&B hereby releases and forever discharges the City and Capsigns, their officers, elected officials, directors, attorneys, agents, and employees, from any and all claims, actions, causes of action, damages and costs arising out of the City's sign regulations. B&B specifically waives all right to challenge the validity, constitutionality, or enforceability of the City's sign regulations as they exist on the effective date of this Modified Agreement.

However, notwithstanding anything herein to the contrary, neither the City, Capsigns, nor B&B shall be deemed to have waived or abandoned any right to bring an action to enforce the terms and conditions and limitations of this Modified Agreement.

14. Benefit of Parties Hereto. This agreement is meant for the sole benefit of the parties hereto and their successors and assigns, and no other person or entity shall have any rights of action hereunder.

15. Authorization. The undersigned for each of the parties hereby represents and warrants that he/she is duly authorized to sign this agreement.

IN WITNESS WHEREOF, the parties have caused this Modified Agreement to be

executed by their undersigned officials or officers as duly authorized.

WESLEY A. MINER  
d/b/a B&B Outdoor Advertising

By Wesley A. Miner  
Wesley A. Miner

Will P. Leaf  
Witness

Samuel H. Jones  
Witness

B&B OUTDOOR ADVERTISING, INC.

By Wesley A. Miner  
Its President

Will P. Leaf  
Witness

Samuel H. Jones  
Witness

SCENIC JACKSONVILLE, INC.,  
d/b/a CAPSIGNS, INC.

By John A. Young  
Its President  
Vice

Matthew Sharp  
Witness

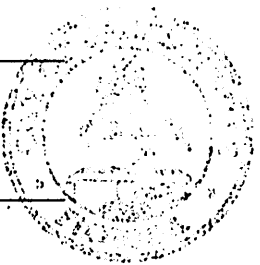
Chris Sun  
Witness

CITY OF JACKSONVILLE

John A. Delaney  
JOHN A. DELANEY, MAYOR

DATE: 11-13-02

ATTEST:  
John A. Delaney  
Corporation Secretary



Assistant General Counsel

FORM APPROVED

[Signature]  
ASSISTANT GENERAL COUNSEL



**AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of March, 199~~8~~<sup>4</sup>, by the CITY OF JACKSONVILLE, FLORIDA ("City"), CAPSIGNS, INC. ("CapSigns"), and B & B ADVERTISING COMPANY ("B&B").

**WITNESSETH:**

WHEREAS, sign proliferation in the City of Jacksonville was addressed by the Mayor's Task Force on Growth Management beginning in 1984 and by the Jacksonville Community Council, Inc.'s Visual Pollution Study released in 1985;

WHEREAS, a new sign ordinance was considered and debated over a two year period beginning in late 1985;

WHEREAS, Ordinance 86-1523-871 became effective on March 11, 1987, and has been subsequently amended;

WHEREAS, the voters of the City of Jacksonville on May 26, 1987, adopted an amendment to the Charter of the City of Jacksonville which included, among other things, a new article entitled "Off-Site Commercial Billboard Ban", which Charter Amendment has been re-adopted by the Jacksonville City Council, and has also been re-adopted by the Florida Legislature and is found in Chapter 92-341, Laws of Florida;

WHEREAS, B&B has filed suit in the Circuit Court, Duval County, Florida, and the United States District Court of the Middle District of Florida, challenging the validity, constitutionality, and enforceability of the Charter Amendment and portions of the Jacksonville Ordinance Code regulating signs and has filed a separate suit concerning a sign on Southhampton Road;

**Exhibit A**

WHEREAS, the City and CapSigns believe that B&B's claims are not valid, contest said claims, and further believe that there is a valid foundation for the defense of said claims; and

WHEREAS, the parties desire to settle and resolve the current litigation and all past claims regarding the Charter Amendment and the City's Sign Regulations; and

WHEREAS, by signing this Agreement the City and CapSigns waive their rights to fines in an amount up to \$500.00 per day per sign, and B&B waives its right to challenge the validity, constitutionality, or enforceability of the Charter Amendment and the City's Sign Ordinances; and

WHEREAS, the sign faces to be removed under this agreement are equal in size to those required to be removed under the Charter; and

WHEREAS, all non-FAP sign structures located in agricultural or residential zoning districts are included in and shall be among those signs to be removed within one (1) year of the Effective Date;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings:

a. **"Charter Amendment"**: Article 23 of the Charter of the City of Jacksonville, as adopted by the voters on May 26, 1987, and as readopted and found in Chapter 92-341, Laws of Florida.

b. "Federal-Aid Primary Highway" or "FAP Highway": A highway or portion thereof designated as a federal-aid primary highway by the Florida Department of Transportation as of March 11, 1987 and construction of which was completed by that date.

c. "Interstate Highway": A highway or portion thereof designated as a part of the national system of interstate and defense highways by the Florida Department of Transportation as of March 11, 1987 and construction of which was completed by that date.

d. "Non Federal-Aid Primary Highway" or "Non-FAP Highway": All highways or portions thereof not designated by the Florida Department of Transportation as part of the federal-aid primary highway system or interstate highway system as of March 11, 1987.

e. "Sign": An off-site sign.

f. "Sign Structure": The interrelated parts and materials, such as beams, poles, and stringers, which are constructed for the purpose of supporting or displaying a message or informative contents.

g. "Sign Face": The part of the sign, including trim and background, which contains the message or informative contents.

h. "Effective Date": is the effective date of this Agreement.

i. "Unpermitted Sign Structure": A Sign Structure or portion thereof which was erected without obtaining required permits and includes any portion of a sign structure which has been erected and was not specifically identified in a construction permit.

j. "Unpermitted Sign Face": A Sign Face which was erected without obtaining required permits and includes any Sign Face which has been erected and was not specifically identified in a construction permit.

2. Sign Removal. B&B agrees to remove within five (5) years of the Effective Date a number of sign faces equal in number to the number required to be removed under the Charter Amendment. The parties agree that number is twenty-five (25) sign faces. Attached as Exhibit "A" is a list of sign faces and sign structures, by location, which the parties agree will be removed under the terms of this Agreement. B&B represents and warrants that all of the sign structures listed in Exhibit "A" are owned by B&B. The sign faces shall be removed in the manner and upon the conditions set forth below:

a. The sign faces shall be removed in accordance with the following schedule:

- i. Six (6) sign faces within thirty (30) days of the Effective Date;
- ii. Six (6) sign faces within one (1) year of the Effective Date;
- iii. Fourteen (14) sign faces within five (5) years of the Effective Date.

b. In order to be counted as a sign face removed pursuant to this Agreement, the entire sign structure must be removed.

c. Attached as Exhibit "B" is a list of the twelve (12) sign faces and six (6) sign structures which will be removed by B&B within one (1) year of the Effective Date. Attached as Exhibit "C" is the list of signs to be removed within five (5) years of the Effective Date.

d. Attached as Exhibit "D" is a list of ten (10) sign faces and five (5) sign structures which will be removed within 25 years of the effective date of this agreement. Said sign faces and structures are located on non-FAP right of way.

e. Prior to removal of each sign structure, B&B shall obtain a permit from the City of Jacksonville which permit shall not be unreasonably withheld. B&B shall also furnish proof of removal of the sign structure in the form of photographs showing the sign locations before and after the structure is removed.

3. Sign at Southhampton. Within 30 days of the Effective Date, B&B shall apply for a state permit for a sign at Southhampton which sign is the subject of state case number 92-09185-CA. If a permit is obtained said sign can remain in its current location subject to the rest of the terms of this agreement. If a permit is not obtained, it will be removed within 30 days of the state Department of Transportation denying the permit application. If the Southhampton sign is removed, then one of the FAP or Interstate signs on Exhibit C may be taken off said exhibit and the Southhampton sign will be substituted in lieu thereof. B&B shall notify the City in writing of the sign to be removed from the said exhibit.

4. Repair and Maintenance of Existing Signs. B&B shall have the right to maintain and make repairs to its existing sign structures.

a. That right shall be unlimited, except that no changes may be made to a sign's height, size and type of construction except as otherwise provided or required in this Agreement.

b. B&B shall obtain required building permits prior to commencement of repairs.

c. All signs which are repaired shall be repaired so as to meet the requirements of the City Building Code at the time of repair.

d. Repairs shall not include permanent relocating or moving any structural support columns.

e. Repairs must be made with the same type of materials as exist on the sign at the time the permit is requested; provided, however, no more than thirty-five percent (35 %) of its structural support columns may be replaced in any one year.

f. Unless a permit to rebuild a sign is issued pursuant to Paragraph 5, repairs may not be made to a destroyed sign. A sign is destroyed if:

(i) the entire structure of the sign, other than the structural support columns, is removed from the structural support columns; or

(ii) more than thirty-five percent (35 %) of its structural support columns are disconnected from the ground or any foundation; or

(iii) more than thirty-five percent (35 %) of its structural support columns are broken or shattered; or

(iv) more than thirty-five percent (35 %) of the structural support columns are out of plumb by more than twenty-five percent (25 %).

5. Limited Rebuild Right. B&B shall have the right to obtain six permits to rebuild signs destroyed or removed for any reason, except as otherwise provided in this Agreement. One permit shall be used to move a sign at 7945 Blanding Blvd., up to sixty (60) feet to the north. Permits may be obtained for the removal or destruction of any sign not listed in Exhibits A, B, C or D. Permits are valid for only two years. Signs rebuilt pursuant to this section shall be subject to the following conditions:

a. Rebuilt signs shall be located only in the following zoning districts: Industrial Light (IL), Industrial Heavy (IH), Industrial Water (IW), Commercial Regional (CR), Commercial Community General-2 (CCG-2), and Commercial Central Business District (CCBD).

- b. Rebuilt signs shall not be erected along the following highways:
  - i. J. Turner Butler Boulevard;
  - ii. A1A between Atlantic Boulevard and the Duval/St. Johns County line;
  - iii. Atlantic Boulevard east of St. Johns Bluff Road;
  - iv. Hecksher Drive;
  - v. Lem Turner Road between I-295 and the Trout River;
  - vi. San Jose Boulevard south of I-295;
  - vii. Roosevelt Boulevard;
  - viii. Atlantic Boulevard between I-95 and University Boulevard;
  - ix. I-95 between Atlantic Boulevard and Eighth Street; and
  - x. State Road 9A.

c. Rebuilt signs shall be located only upon interstate or FAP highways. Rebuilt signs shall not be located within three hundred fifty (350) feet of property zoned as residential.

d. Prior to issuance of a building permit for the sign to be rebuilt, B&B shall identify the sign which has been or will be removed or destroyed and shall furnish proof of removal, including photographs showing the sign location before and after removal of the existing sign.

e. The size of the sign face of the rebuilt sign shall not exceed the size of the sign face of the sign which has been or will be removed or destroyed pursuant to Paragraph 5.d.

f. Rebuilt signs shall be no closer than fifteen hundred (1500) feet from any sign along the same street. A sign is along a street if it is within one hundred (100) feet of a street or if it has a state permit to be located along a street. The fifteen hundred (1500) feet shall be

measured along the center line of the street in question. Rebuilt signs shall not be located within two hundred fifty (250) feet of any other sign.

g. Rebuilt signs shall comply with all the requirements of the City Ordinance Code except as otherwise provided herein.

h. This rebuild right does not extend to any sign which is being removed pursuant to paragraph 2 of this Agreement.

6. Restrictions Applicable to All Signs. Sign faces shall not exceed 672 square feet, plus cutouts or extensions limited to ten percent (10%) of the square footage of the sign face. Upon demand, B&B shall furnish proof to the satisfaction of the Chief, Building and Zoning Inspection Division, that the square footage of the cutout or extension does not exceed ten percent (10%) of the square footage of the sign face. No double-stacked or side-by-side signs shall be allowed. Sign structures shall be limited to not more than two sign faces per structure, with no more than one sign face facing in one direction. B&B shall not advertise any alcoholic beverage or tobacco product. As of five years after the Effective Date, no sign shall be maintained on any property in violation of Sections 656.407 and 326.204 as those sections exist on the Effective Date.

7. Signs for Which Compensation is Received. Signs which are removed and for which any compensation has been paid, whether through forced condemnation or any voluntary program for removal of signs, by any governmental agency, shall not count as a sign removed pursuant to Paragraph 2, nor shall they be counted as qualifying for rebuilding pursuant to Paragraph 5 after the Effective Date.



8. Representations and Warranties. B&B represents and warrants that the sign structures on the attached Exhibits are owned by B&B.

9. Additional Sign Regulation by City. In consideration for B&B's agreements as expressed herein, the City covenants that it shall not sue or otherwise bring any enforcement action against B&B in connection with their signs listed in Exhibit "F" insofar as those signs are or may be affected by any additional regulations governing (1) height, (2) size, (3) type of construction from the effective date of this Agreement until March 1, 2013; except that the covenant not to sue shall expire on September 1, 2005, in the event there is any change in the state law requiring cash compensation to be paid upon removal of signs along interstate or FAP highways.

10. Pending Litigation. Upon the signing of this Agreement, the City and B&B agree to jointly request that the pending action in the Circuit Court, Duval County, Florida, Case Nos. 92-07516-CA and 92-09185-CA, be stayed as to B&B pending approval of this Agreement by the City Council. Should the stay currently in effect be lifted in the action pending in the United States District Court for the Middle District of Florida, Case No. 92-472-Civ-J-10, B&B and the City agree to jointly request that the stay be reinstated as to B&B pending approval of this Agreement by the City Council. Upon approval of this Agreement by the City Council, B&B agrees to promptly dismiss its pending litigation in the Circuit Court in Duval County and the United States District Court of the Middle District of Florida with prejudice, which dismissal shall not operate to prevent B&B from maintaining a separate action to enforce compliance with the terms of this Agreement. Each party shall bear its own costs, including attorney's fees, incurred in the pending litigation.

11. Payments: B & B agrees to pay to the City \$500 for each sign on list A within thirty (30) days of the Effective Date.

12. Release and Waiver. The City and CapSigns hereby release and forever discharge B&B, its agents and employees, from any and all claims, actions, causes of action, damages and costs arising out of violations, actual or alleged, of the Charter Amendment and Chapters 320, 326 and 656 of the City of Jacksonville Ordinance Code (collectively, the "City's Sign Regulations") which have been, or might have been, brought as of the Effective Date. The City and CapSigns hereby release and forever discharge any landowner who has a sign owned by B&B on the landowner's property from any and all claims, actions, causes of action, damages and costs arising out of violations, actual or alleged, of the Charter Amendment and Chapters 320, 326 and 656 of the City of Jacksonville Ordinance Code (collectively, the "City's Sign Regulations") which have been, or might have been brought as of the Effective Date. B&B hereby releases and forever discharges the City and CapSigns, their officers, elected officials, agents and employees, from any and all claims, actions, causes of action, damages and costs arising out of the City's Sign Regulations, and B&B specifically waives all right to challenge the validity, constitutionality or enforceability of the City's Sign Regulations as they exist on the on the effective date. B & B hereby holds harmless the City and CapSigns, their officers, elected officials, agents and employees, from any and all claims, actions, causes of action, damages and costs arising out of the City's Sign Regulations which might be brought by any landowner who has a sign owned by B&B on the landowner's property. Provided, however, that neither the City, CapSigns, nor B&B shall be deemed to have waived or abandoned any right to bring an action to enforce the terms, conditions and limitations of this Agreement.

13. Approval by City Council. This Agreement is contingent upon approval by the City Council no later than December 31, 1993. In the event the City Council does not adopt this Agreement, this Agreement shall be null and void and no longer binding upon the City or B&B.

14. Binding Effect of Agreement. This Agreement shall be binding upon the successors and assigns of all parties to this Agreement. B&B agrees to not transfer or otherwise convey any ownership interest in any sign face or sign structure listed in the Exhibits unless the transferee shall execute an agreement to be bound by the terms and conditions of this Agreement, which agreement shall be in substantially the form attached hereto as Exhibit "E".

15. Enforcement; Penalties; Attorneys' Fees. In the event of a breach of this Agreement, any party hereto may bring an action for injunctive relief and specific performance to compel enforcement of this Agreement. In addition, as to any sign structure built, rebuilt or relocated without a permit, in the event the sign structure is not removed within fifteen (15) days after notice to B&B, the City shall have the right to remove the sign structure. A rebuilt sign includes any destroyed sign (as that term is defined in 4.f.) which is repaired. In the event B&B fails to remove any sign required to be removed pursuant to this Agreement by the times established for removal, a fine of \$250 per day shall accrue for each sign not removed. The fines shall not accrue until fifteen (15) days after notice by the City to B&B. Five (5) years after the Effective Date, the City, after fifteen (15) days notice to B&B, shall have the right to remove any unpermitted Sign Structure or Sign Face. In the event the City wrongfully removes signs in accordance with this paragraph, it shall be liable for damages for such wrongful removal. Such damages shall consist solely of the cost of re-erecting the removed sign, if not

re-erected by the City, together with lost income for the sign. Such lost income shall be calculated by multiplying the number of days the sign is removed times the average daily rental for the sign's face or faces during the six month period prior to the removal of the sign structure. In the event of any litigation regarding this Agreement or any matter contemplated herein, each party in such litigation shall be responsible for its own attorneys' fees and costs, whether incurred during negotiations, preparation, at trial, or upon appeal and shall not recover from the opposing party.

16. B&B, the City and CapSigns acknowledge that this Agreement is a compromise resolution of disputed claims and agree that it shall never be treated as an admission or evidence of liability by either of them for any purpose whatsoever.

17. This Agreement shall be construed under the laws of the State of Florida and shall be enforceable in the Fourth Circuit Court of Florida and in the United States District Court for the Middle District of Florida, Jacksonville Division.

18. This Agreement shall be binding upon B&B's affiliates, subsidiaries, their officers, directors, shareholders, employees, agents, successors and assigns and upon the City's administrators, representatives and executors, and shall inure to their benefit and shall be enforceable by them and upon Capsigns affiliates, subsidiaries, their officers, directors, shareholders, employees, agents, successors, and assigns.

19. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and Release.

20. B&B, the City and CapSigns affirm that the only consideration for executing this Agreement is that stated herein and that no other promise or agreement of any kind, oral or written, has been made to or with them by any person or entity.

21. B&B, the City and CapSigns represent and agree each has thoroughly discussed all aspects of this Agreement with its attorneys, and it has carefully read and fully understands all of the provisions of this Agreement and that it is voluntarily entering into this Agreement.

22. No waiver or modification of any term or condition of this Agreement shall be valid or binding unless in writing and executed by each B&B and the City and CapSigns.

23. This Agreement is meant for the sole benefit of the parties hereto and their successors and assigns and no other person or entity shall have any rights of action hereunder.

24. The undersigned for each of the parties hereby warrants that he/she is duly authorized to sign this Agreement.

25. Entire Agreement. This is the entire agreement between the City, CapSigns and B&B, and no verbal or written assurance or promise is effective or binding unless included in this document.

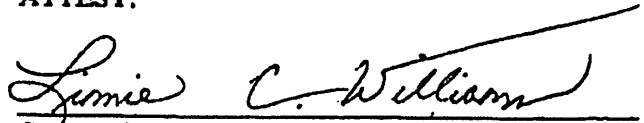
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF JACKSONVILLE

  
Ed Austin, Mayor


Date: 2-8-94

ATTEST:

  
Linnie C. Williams  
Corporation Secretary

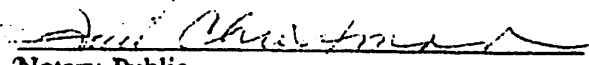
  
Assistant General Counsel

CAPSIGNS, INC

By: 

Its: vice President and Secretary

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 1993, by William D. Brinton who is personally known to me or who has produced \_\_\_\_\_ as identification and who  did  did not take an oath.

  
Notary Public  
(Please Print) Julie Christman  
My Commission Expires \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Aug. 13, 1994.

B&B OUTDOOR ADVERTISING

By: W. A. Miller  
Its: Glen Miller

The foregoing instrument was acknowledged before me this 1st day of March, 1998, by W. A. Miller who is personally known to me or who has produced \_\_\_\_\_ as identification and who  did  did not take an oath.

smd/lmt 11/4/93

b&bsettl.ag5

*Catherine E. Crabtree*

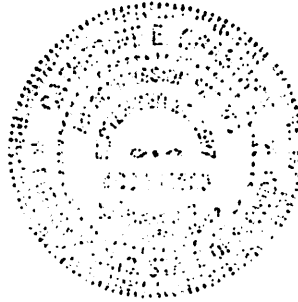


EXHIBIT A

<u>Location</u>	<u>City Sign Number</u> <u>(Unless otherwise noted)</u>
a. 6521 Commonwealth and Lane	1399
b. 1167 South Edgewood at Mayflower	1546
c. 3535 20th Street West at Edgewood	3726
d. 355 Cassat at Edgewood	1697
e. 2287 West Beaver Street	1406
f. 1475 Cassat Avenue at Park Street	1344
g. 2005 Phillips Highway (Wilma Street)	State Tag No. BG 659 35
h. 2325 Cassat Avenue	1363
i. 1536 Blanding Blvd	1766
j. 1206 Lane Avenue	1555
k. 3509 Plymouth at Edgewood	2933
l. 324 West 21st Street at 20th Expressway	Building Permit No. 3877
m. 1306 East 21st Street in Jennings	1452
n. 3249 Phillips Highway	

(p1)b&bactl.eg5  
smd/mt 11/4/93



**EXHIBIT B**

- a. 6521 Commonwealth and Lane (double face); ✓
- b. 1167 South Edgewood at Mayflower (double face); ✓
- c. 3535 20th Street West at Edgewood (double face); ✓
- d. 355 Cassat at Edgewood (double face); ✓
- e. 2287 West Beaver Street (Eds) (double face); ✓
- f. 1475 Cassat Avenue at Park Street (double face). ✓

(pt)b&bset1.ag5  
smd/lmt 11/4/93

**EXHIBIT C**

- a. 2005 Phillips Highway ✓
- b. 2325 Cassat Avenue 2010
- c. 1536 Blanding Blvd - 90 days
- d. 1206 Lane Avenue 2018
- e. 3509 Plymouth at Edgewood 2005
- f. 324 West 21st Street at 20th Expressway 2018
- g. 1306 East 21st Street in Jennings 2010
- h. 3249 Phillips Highway ✓

(pt)b&bentl.ag  
smd/lmt 11/4/93

EXHIBIT D

<u>Location</u>	<u>Sign No.</u>	City
625 Florida Avenue ✓	93	
739 Catherine Street ✓	94	
731 Catherine Street ✓	95	
1034 Beaver Street, East ✓	129	
2945 Evergreen Avenue ✓	1442	

(pt)b&bcettl.ag5  
smd/lmt 11/4/93

**EXHIBIT B**  
**Billboards Previously Removed**

	<b><u>Adjoining FAP or Interstate</u></b>	<b><u>Former State Permit Numbers</u></b>
City Sign No. 1423 - 6712 Blanding Blvd.	SR-21	AK731/AK732
City Sign No. 1697 - 355 Cassat Avenue		
City Sign No. 1406 - 2287 Beaver Street	US-90	UNK
City Sign No. 1546 - 1167 Edgewood Ave. South	US-17	UNK
City Sign No. 3726 - 3535 20th Street West		
City Sign No. 1339 - 6521 Commonwealth Ave.		
City Sign No. 1344 - 1475 Cassat Avenue		
City Sign No. 1757 - 1888 Southampton Ave.	I-95	UNK
City Sign No. UNK - 3249 Philips Highway	US-1	UNK
City Sign No. UNK - 2005 Philips Highway	US-1	BG659

**EXHIBIT C**

<b><u>Billboards Being Removed</u></b>	<b><u>Adjoining FAP or Interstate</u></b>	<b><u>Former or Current State Permit Numbers</u></b>
City Sign No. 1807 - 553 Dellwood Ave.	I-95	BV446
City Sign No. 1774 - 535 Dellwood Ave.	I-95	AK158 (revoked)

**EXHIBIT D**

	<b><u>Adjoining FAP or Interstate</u></b>	<b><u>Current State Permit Numbers</u></b>
City Sign No. 1766 - 1536 Blanding Blvd.	SR-21	AK252/AK253

**EXHIBIT E**

	<b><u>Adjoining FAP or Interstate</u></b>	<b><u>Current State Permit Numbers</u></b>
City Sign No. 1358 - 4619 Roosevelt Blvd.	US-17	BN532/BN533
City Sign No. 2953 - 3509 Plymouth Street	US-17	BN530/BN531

**EXHIBIT F**

	<b><u>Adjoining FAP or Interstate</u></b>	<b><u>Current State Permit Numbers</u></b>
City Sign No. 1452 - 1306 21st Street East	SR-115/15/228	BW482/BW483
City Sign No. 0037 - 324 West 21st Street	SR-115/15/228	BW486/BW487
City Sign No. 1555 - 1206 Lane Ave. S., Unit 0001		
City Sign No. 93 - 625 Florida Avenue		
City Sign No. 94 - 739 Catherine Street		
City Sign No. 95 - 731 Catherine Street		
City Sign No. 129 - 1034 Beaver Street East		
City Sign No. 1442 - 2945 Evergreen Avenue		
City Sign No. 1363 - 2325 Cassat Avenue*		

\*The removal of City Sign No. 1363 is limited to (a) any offsite sign face on the south side of the sign that does not have a permit from the Florida Department of Transportation and (b) any onsite sign face on the north side of the sign that does not comply with the provisions of the Ordinance Code of the City of Jacksonville, as of December 31, 2018.



**EXHIBIT G**

	<b><u>Adjoining FAP or Interstate</u></b>	<b><u>Current State Permit Numbers</u></b>
City Sign No. 0795 - 4630 Blanding Blvd. (I-beam structure at Southside Gun location at 4630 Blanding Blvd.)	SR-21	AK459/AK460
City Sign No. 1858 - 4628 Blanding Blvd. (Monopole structure at Sonny's BBQ location at 4628 Blanding Blvd.)	SR-21	AL864/AL865
City Sign No. 1860 - 5309 Blanding Blvd.	SR-21	AK287/AK288
City Sign No. 1275 - 7945 Blanding Blvd.	SR-21	AK801/AK802
City Sign No. 1330 - 5732 Normandy Blvd.	SR-228/15	BP799/BP800
City Sign No. 1906 - 565 Henderson Road	I-10	AQ316/AQ317
City Sign No. 2102 - 3552 Lenox Avenue	I-10	BV447
City Sign No. 1614 - 529 Lime Street	I-10	BM528
City Sign No. 1905 - 3714 Pampas Drive	I-95	BJ061/BJ062
City Sign No. 1803 - 3249 Emerson St., Unit 0001	I-95	BM800
City Sign No. 1307 - 1407 Picketteville Road	I-295	BV358/BV493
City Sign No. 1366 - 831 Picketteville Road	I-295	AM149/AM150

**EXHIBIT Z**

**AGREEMENT OF TRANSFEREE**

Under this Agreement of Transferee, made this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

("Transferee") acknowledges and agrees as follows:

1. Transferee acknowledges that \_\_\_\_\_  
[B&B Outdoor Advertising, Inc.] or identity of \_\_\_\_\_  
of B&B successor in interest who owns the structure(s) at the time of this Agreement of \_\_\_\_\_  
Transferee]  
is transferring one or more billboard structures to Transferee as reflected in Exhibit \_\_\_\_\_.

2. Transferee acknowledges that B&B Outdoor Advertising, Wesley A. Miner d/b/a B&B Outdoor Advertising, Inc., the City of Jacksonville, and Scenic Jacksonville, Inc. have entered into a Modified Agreement dated as of July 14, 2000, which governs the billboard structure(s) and accompanying sign face(s). Transferee acknowledges having received a copy of said Modified Agreement and understands all of the terms, provisions, conditions, and limitations of that Modified Agreement.

3. In consideration for receiving the benefits of the transfer of the structure(s) and the accompanying sign face(s) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferee agrees to be bound by all of the terms, provisions, conditions, and limitations of that settlement agreement as the same may apply to the billboard structure(s) and sign face(s) owned by me or in which I have an interest, including the condition that the undersigned Transferee obtain the same agreement from any subsequent transferee.

\_\_\_\_\_  
By \_\_\_\_\_

**EXHIBIT C**

	<b><u>Florida DOT</u></b> <b><u>Tag No.</u></b>	<b><u>City Sign No.</u></b>	<b><u>Address</u></b>
1.		1452	1306 21 <sup>st</sup> Street East
2.	BW486/BW487	37	324 West 21st Street
3.	NA	1555	1206 Lane Ave. South
4.	BM528	1614	529 Lime Street
5.	AK460/AK459	1858	4628 Blanding Blvd.
6.	BP799/BP800	1330	5730/5732 Normandy Blvd.
7.	NA	3766	4740 University Blvd.
8.	BW483/BW482	1442	2945 Evergreen Avenue
9.	BW423	1363	2325 Cassat Avenue
10.	BM800	1803	3249 Emerson Street
11.	CI916/CI917	93	625 A. Philip Randolph Ave. (f/k/a 625 Florida Ave.)
12.	CI919/CI918	95	731 Catherine Street
13.	CI886/CI887	96	550 Union Street (739 Catherine St.)
14.	CI914/CI915	129	1034 Beaver Street
15.	AK800/AK801	1275	7945 Blanding Blvd.
16.	AK287/AK288	1860	5309 Blanding Blvd.
17.	AL864/AL865	2029	4434 Blanding Blvd.
18.	BP358/BV493	1307	1407 Pickettville Rd.
19.	AM149/AM150	1366	831 Pickettville Rd.
20.	BZ003/BZ004	1906	565 Henderson Rd.
21.	BV447	2012	3552 Lenox Ave.
22.	BJ061/BJ062	12943	3716/3714 Pampas Dr.
23.	AK850/AF024	3839	541 Permento Ave.
24.	AG765/AG766	2015	10039 Atlantic Blvd.

Exhibit C

**EXHIBIT D**

	<b><u>Florida DOT Tag No.</u></b>	<b><u>City Sign No.</u></b>	<b><u>Address</u></b>
1.		1452	1306 21 <sup>st</sup> Street East
2.	BW486/BW487	37	324 West 21 <sup>st</sup> Street
3.	NA	1555	1206 Lane Ave. South
4.	BM528	1614	529 Lime Street
5.	AK460/AK459	1858	4628 Blanding Blvd.
6.	BP799/BP800	1330	5730/5732 Normandy Blvd.
7.	NA	3766	4740 University Blvd.
8.	BW483/BW482	1442	2945 Evergreen Avenue
9.	BW423	1363	2325 Cassat Avenue
10.	BM800	1803	3249 Emerson Street

Exhibit D

**EXHIBIT E**

	<b><u>Florida DOT Tag No.</u></b>	<b><u>City Sign No.</u></b>	<b><u>Address</u></b>
1.	CI916/CI917	93	625 A. Philip Randolph Ave. (f/k/a 625 Florida Avenue)
2.	CI919/CI918	95	731 Catherine Street
3.	CI886/CI887	96	550 Union Street (739 Catherine St.)
4.	CI914/CI915	129	1034 Beaver Street
5.	AK800/AK801	1275	7945 Blanding Blvd.
6.	AK287/AK288	1860	5309 Blanding Blvd.
7.	AL864/AL865	2029	4434 Blanding Blvd.
8.	BP358/BV493	1307	1407 Pickettville Rd.
9.	AM149/AM150	1366	831 Pickettville Rd.
10.	BZ003/BZ004	1906	565 Henderson Rd.
11.	BV447	2012	3552 Lenox Ave.
12.	BJ061/BJ062	12943	3716/3714 Pampas Dr.
13.	AK850/AF024	3839	541 Permento Ave.
14.	AG765/AG766	2015	10039 Atlantic Blvd.

Exhibit E