

This Instrument Was Prepared By,
Record and Return To:

Barbara L. Wilhite, Esq.
STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
SunTrust Financial Centre
Suite 2200
401 East Jackson Street
Post Office Box 3299
Tampa, Florida 33601

(RESERVED)

BILLBOARD RELOCATION AGREEMENT

THIS BILLBOARD RELOCATION AGREEMENT (the "Agreement") is entered into by and between Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, having its principal place of business at 37918 Meridian Avenue, Dade City, Florida 33525 ("County") and Logan Outdoor Advertising, Inc., a Florida corporation having its principal place of business at 1716 W. Lemon Street, Tampa, Florida 33606 ("Logan Outdoor") pursuant to Florida Statutes section 70.20.

WITNESSETH

WHEREAS, section 70.20, Florida Statutes, provides that "[i]t is the policy of this State to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium or commercial and noncommercial communication"; and

WHEREAS, section 70.20(1), Florida Statutes, provides that "[m]unicipalities, counties, and all other governmental entities are specifically empowered to enter into relocation and reconstruction agreements on whatever terms are agreeable to the sign owner and the municipality, county, or other governmental entity involved and to provide for relocation and reconstruction of signs by agreement..."; and

WHEREAS, Logan Outdoor is the owner of a billboard generally located on S.R. 54 in Wesley Chapel, Florida (Pasco County Parcel Identification Number 09-26-20-0000-00600-0000) and specifically identified by County Registration Number as OAS 57) (the "Existing Billboard"); and

WHEREAS, Logan Outdoor is the holder and owner of all County and State permits and registrations, as applicable, required to maintain and operate the Existing Billboard; and

WHEREAS, the Existing Billboard is located within the limits of the County Road 54/State Road 54 (From East of I-75 to East of County Road 577) Project (No. C3330-27); and

WHEREAS, the County and Logan Outdoor desire to enter into this Agreement for the removal of the Existing Billboard and the relocation and reconstruction of the billboard at another location as is more particularly described by this Agreement; and

WHEREAS, in consideration for Logan Outdoor removing and relocating the Existing Billboard without expenditure of public funds so the County may undertake the above-referenced road project, Logan Outdoor has requested the County provide assurance in this Agreement of the right to relocate and reconstruct the billboard at another location as described in this Agreement; and

WHEREAS, the County finds that entering into this Agreement is in the public interest since it will allow the County to undertake the public road project without the expenditure of public funds to relocate the Existing Billboard.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth herein.
2. Logan Outdoor agrees to remove, at its sole cost and expense, the Existing Billboard on or before the commencement date of construction of the road project described herein provided that Logan Outdoor has received all required permits, approvals and agreements necessary to relocate and reconstruct the billboard at the location described as Parcel Identification Number 07-26-20-0000-00100-0113 (the "Relocation Parcel") or such other location as mutually agreed to by County and Logan Outdoor pursuant to paragraph 3.3 below ("Alternative Location"). Other than as provided in this Agreement, removal shall occur in compliance with all applicable laws, rules and permitting regulations, and the County agrees to cooperate with Logan Outdoor to issue any required permits without unreasonable delay.
3. The County agrees to permit Logan Outdoor to relocate and reconstruct the billboard on the Relocation Parcel or such Alternate Location pursuant to paragraph 3.3 below and to issue without unreasonable delay related building and electrical permits, all in accordance with the following terms and conditions:
 - 3.1 The relocated/reconstructed billboard shall be of steel monopole construction and have no more than two (2) permanent faces in a back to back or "V" configuration. The height and the area of sign facing of the relocated/reconstructed billboard shall not exceed the height and area of sign facing of the existing billboard it is replacing by more than 10%, unless otherwise approved by the Board of County Commissioners

("Board"). Other approval by the Board shall automatically be deemed to have occurred without the need for further amendment to this agreement in the event that (1) the Board adopts an amendment to the Land Development Code that allows a relocated/reconstructed billboard to exceed the height and/or the area of the sign facing of the existing billboard being replaced by more than 10% provided the height and/or area of the sign facing of the subject relocated/reconstructed billboard complies with the height and/or area of sign face provisions in the new amendment; and/or (2) the Board approves a billboard relocation agreement with Logan Outdoor or a third party that allows a relocated/reconstructed billboard to exceed the height and/or the area of the sign facing of the existing billboard being replaced by more than 10% provided the height and/or the area of the sign facing of the subject relocated/reconstructed billboard complies with the height and/or area of sign face provisions in the new agreement.

3.2 As a condition of relocating or reconstructing the billboard on the Relocation Parcel or Alternate Location pursuant to paragraph 3.3 below, the Existing Billboard shall have been previously, or will be simultaneously, permanently removed so that the Existing Billboard will have been previously or simultaneously and permanently removed for the billboard relocated/reconstructed. Reconstruction/relocation may occur at any time after such permanent removal of the Existing Billboard.

3.3 In the event that Logan Outdoor is not able to relocate and reconstruct the billboard on the Relocation Parcel, the County and Logan Outdoor shall immediately mutually agree to an alternate location which complies with the County regulations on Outdoor Advertising Signs in effect at the time the Existing Billboard was originally permitted and constructed as to zoning and separation between billboards. Said agreement shall not be unreasonably delayed or withheld, may not be further conditioned, and shall not require an amendment to this Agreement. All terms and conditions of this Agreement shall apply to any alternate location.

4. This Agreement is undertaken in accordance with Section 70.20, Florida Statutes, which establishes that it is the policy of the State to encourage counties and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to accomplish public projects or goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication. Accordingly, notwithstanding any provisions of the Pasco County Code of Ordinances or Land Development Code ("County Codes") to the contrary, Logan Outdoor shall have the right to relocate/reconstruct the billboard as provided in this Agreement. Except as provided in this Agreement, the relocated/reconstructed billboard shall comply in all respects with the County's Building Code, with the County regulations on Outdoor Advertising Signs in effect at the time the Existing Billboard was originally permitted and constructed

as to zoning and separation between billboards and with any other applicable law, rule or permitting regulation, including the Corridor Preservation Ordinance. The relocated/reconstructed billboard shall be deemed a legal, permitted use under the County Codes.

5. Logan Outdoor shall release, indemnify and hold the County harmless from and against any and all liability, claims, causes of action or damages that may arise under this Agreement (other than claims resulting from the County's breach of its obligations hereunder).
6. This Agreement is governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Pasco County, Florida or the United States District Court for the Middle District of Florida.
7. The rights and authorization to relocate/reconstruct and operate the billboard shall run to the exclusive benefit of Logan Outdoor, and its specifically designated successors or assigns, as owner and the holder of the applicable legal interests and the County and State permits or registration, as applicable, required to operate the billboard.
8. There are no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.
9. This Agreement constitutes the entire, full, and complete agreement between the County and Logan Outdoor with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by each of the parties hereto.
10. Upon execution of this Agreement, Logan Outdoor may record this Agreement in the Public Records of Pasco County, Florida.
11. This Agreement shall become effective on the date of full and complete execution by all parties hereto.

IN WITNESS WHEREOF, the County and Logan Outdoor have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the dates written below.

(SEAL)

**BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA**

ATTEST:

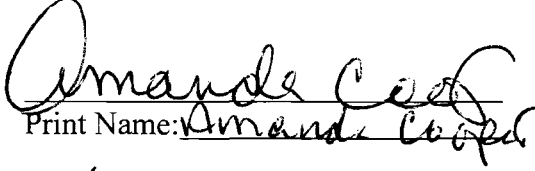
Paula O'Neil, Clerk

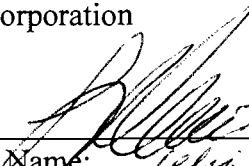
By: _____
Jack Mariano, Chairman

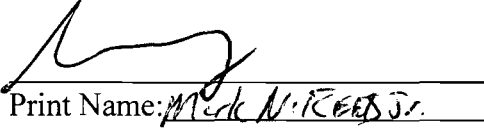
Dated: _____

Signed, sealed and delivered:

**LOGAN OUTDOOR ADVERTISING, INC., a
Florida corporation**


Print Name: Amanda Cook

By:  _____
Print Name: Robert Lewis
Its Pres.


Print Name: Mark N. Rees Jr.

Dated: 3/10/09