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May 24, 2017

**M E M O R A N D U M**

**TO:** Mary Ellen Donner, Parks and Recreation Director

**RE:** Item II.B.5., Billboard Lease Agreement #915489 with Outfront Media, LLC

The Board of County Commissioners, in regular session on May 23, 2017, executed Billboard Lease Agreement #915489 with Outfront Media, LLC at the Jordan Scrub Sanctuary. Enclosed is a fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK**

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encl. (1)

**cc:** EEL Program Manager  
Contracts Administration  
Finance  
Budget

LEASE # 915489  
BOARD #  
COUNTY Brevard

### Sign Location Lease Agreement

1. This Lease Agreement # 915489 (the "Lease") is effective June 1, 2017 and entered into between Brevard County Board of Commissioners ("Landlord") and Outfront Media, LLC, a Delaware Limited Liability Company ("Tenant"). Landlord hereby leases and grants to Tenant the exclusive use of a portion of the real property parcel number 29-38-08-00-251 in the County of Brevard, State of Florida ("Property") for the purpose of maintaining, operating, posting, painting, repairing, servicing and removing Tenant's existing outdoor advertising structure, including, all panels, sign faces, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Sign Structure(s)"). The Sign Structure(s) may not be upgraded, and must remain as a wooden pole structure as it is currently designed. The Sign Structure(s) may not include any lighting. Tenant shall have non-exclusive access to the Sign Structure(s) using the access road identified on the map attached as Exhibit A hereto and incorporated herein by reference.
2. This Lease shall be in effect for an initial term of five (5) years, commencing on June 1, 2017 (the "Commencement Date"). This Lease shall be automatically renewed for successive one (1) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless either party delivers written notice to the other party by certified or registered mail not less than (90) days before the end of the term of this Lease then in effect expressing its intent not to renew the Lease. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term". Each full twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year".
3. This Lease is subject to state sales tax pursuant to Section 212.031, Florida Statutes. Tenant shall pay to Landlord as "Rent" an amount equal to the greater of: (i) Two Thousand and 00/100 (\$2,000.00) Dollars per Lease Year, plus 7% sales tax (the "Minimum Annual Guaranteed Rent"), which shall be payable annually in advance beginning on the Commencement Date; or (ii) an amount equal to Fifteen (15%) Percent of the Annual Net Revenue received by Tenant during each Lease Year (as defined herein) (the "Percentage Rent"), plus 7% sales tax. "Annual Net Revenue" shall mean all income actually received by Tenant from the sale of advertising on the Sign Structure(s) during a Lease Year, less: (i) any commissions paid by Tenant to advertising agencies, not to exceed 16 2/3%; and (ii) any taxes paid or payable by Tenant in connection with the Sign Structure(s) other than income taxes. During each Lease Year, the Minimum Annual Guaranteed Rent shall be paid as set forth above. The Percentage Rent shall be calculated at the end of each Lease Year. Within thirty (30) days of the end of each Lease Year, Tenant shall provide Landlord a report setting forth the Annual Net Revenue received by Tenant and the Percentage Rent for such Lease Year (the "Annual Report"). In the event that the Percentage Rent exceeds the Minimum Annual Guaranteed Rent for such Lease Year, Tenant shall pay to Landlord the difference between the Percentage Rent and the Minimum Annual Guaranteed Rent within sixty (60) days after the end of such Lease Year (the "True-Up Payment"). Landlord will remit the sales tax to the Florida Department of Revenue as required by law.
4. Tenant shall not license or otherwise allow to be displayed on the Sign Structure(s) any advertising containing alcohol, tobacco, firearms, adult entertainment, churches or religious organizations or any depiction of violence, sex (or of a sexual nature), politically inflammatory or offensive speech. Tenant shall require all advertisers who enter into a contract with Tenant for the display of advertising on the Sign Structure(s) to indemnify Landlord against all claims and liabilities arising out of the advertising material displayed by Tenant under this Lease, including any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right.
5. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.
6. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the

defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice provided it commences such cure within fourteen days from notice and pursues such cure to completion. If either party fails or refuses to perform any of the provisions of this Lease or otherwise fails to timely satisfy the Lease provisions and such failure extends beyond all stated cure periods set forth in this Lease then the non-defaulting party may terminate this Lease upon written notice to the non-defaulting party.

7. Tenant is the owner of the Sign Structure(s) and has the right to remove the Sign Structure(s) at any time or within thirty (30) days following the termination of this Lease. If for any reason, Tenant's Sign Structure(s) is removed, or destroyed, all rent payments shall cease until the Sign Structure(s) is rebuilt, if the Sign Structure(s) can lawfully be rebuilt. If the Sign Structure(s) is removed for any reason, all portions of the Sign Structure(s) must be promptly removed from the property. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Sign Structure(s), and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Neither Landlord or Tenant shall have any obligation to pursue any zoning matter or to continue to maintain any permit. Any such action shall be at Tenant's option.

8. This Lease does NOT allow for the installation of an upgraded billboard structure, including the type of sign surface area. This Lease is limited to the existing wood pole structure only, and only allows for maintenance or repairs that are consistent with its current design. Nothing in this Lease shall constitute or be construed as a waiver of any county ordinances.

9. The Sign Structure(s) shall be maintained and/or repaired at Tenant's sole expense in accordance with all applicable local, state and federal codes and regulations and in a manner consistent with Landlord's primary use of the property on which the Sign Structure(s) is located

10. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, would unreasonably obstruct the view of the advertising copy on the Sign Structure(s). If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may cancel this Lease, remove the Sign Structure(s), and receive all pre-paid rent for any unexpired term of this Lease. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord upon obtaining prior approval from Landlord, which shall not be delayed or unreasonably withheld. Notwithstanding the foregoing, Tenant shall be permitted to mow the area under and near the Sign Structure(s) as depicted in Exhibit A. No mowing outside of this area will be allowed.

11. If, in Tenant's sole opinion: (a) the view of the Sign Structure(s) advertising copy becomes entirely or partially obstructed, (b) the Property cannot safely be used for the maintenance of the Sign Structure(s) for any reason; (c) the Property becomes unsightly; (d) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (e) the Sign Structure(s) value for advertising purposes is diminished; (f) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Sign Structure(s); or (g) the Sign Structure(s) use is prevented or restricted by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Sign Structure(s) are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

12. If the Sign Structure(s) or the Property, or any part thereof, is condemned by proper authorities; taken by inverse condemnation, whether permanently or temporarily; or any right-of-way from which the Sign Structure(s) is visible is relocated, Tenant shall have the right to contest the acquisition and defend against the taking of Tenant's interest in the Property; if allowed by law, to reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by Landlord; and to obtain compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Sign Structure(s) and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in such interests, with the exception of the right to claim damages for the loss of income associated

with termination of the lease. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No termination right set forth anywhere in this Lease may be exercised by Landlord if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity exercising the power of eminent domain.

13. During prescribed burn operations, Landlord's fire crews will take all necessary steps to protect the Sign Structure(s) from fire damage. Burn operations are weather dependent. Landlord's fire crews will notify Tenant at least two business days in advance of a prescribed fire. In the event the sign material is not removed, the prescribed fire operations will not be delayed and Landlord will not be responsible for any sign material damage. Tenant's maintenance of the access roadway (fill, grading, vegetation trimming, mowing, etc.), must be approved in writing, in advance, by the EEL Program South Region Land Manager. Tenant is responsible for removing any and all debris brought onto the Property by Tenant, its agents and employees.

14. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

15. **NOTICE and PAYMENTS:** Notice and Payments under this agreement shall be given to the Landlord by certified or registered mail, overnight courier or hand delivery as follows: Brevard County Environmentally Endangered Lands Program, 91 East Drive, Melbourne, FL 32904, Attention: Jenny Ashbury. Rent payments shall be delivered to Landlord by the United States Postal Service or by electronic funds transfer. Notice and Payments under this agreement shall be given to Tenant by certified or registered mail, overnight courier or hand delivery as follows: CBS Outdoor Inc., 2699 Lee Road, Suite 230, Winter Park, FL 32789, Attention: Real Estate Department. Notices and payments shall be deemed sufficiently served or given for all purposes hereunder: (i) upon hand delivery; (ii) one (1) business day after delivery to a messenger or courier service for overnight delivery; or (iii) three (3) business days after mailing if sent by certified or registered mail in accordance with this Section. Rent payments shall be deemed sufficiently served or given upon deposit by Tenant with the United States Postal Service or upon transmission of an electronic funds transfer.

16. Tenant shall indemnify and hold Landlord harmless against all claims damages, losses, and expenses arising out of or resulting from the negligent or wrongful acts of Tenant or Tenant's agent(s), licensees and contractors employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Property. To the extent allowed by law, Landlord agrees to indemnify and hold harmless Tenant against all claims, damages, losses, and expenses arising out of or resulting from Landlord's use of the Property, if such claims, damages, losses, or expenses are caused solely by the negligent or wrongful acts of Landlord. Nothing contained in this Lease shall be construed as a waiver of Landlord's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on Landlord's potential liability under state or federal law.

17. **INSURANCE:** During the Term of this Lease, LESSEE shall maintain commercial general liability insurance covering LESSEE's operations on the Leased Premises (as shown on Exhibit A), including without limitation damage to persons or property and death by reason of accidents resulting from the negligent, or willful acts of LESSEE or any of LESSEE'S agents, employees, invitees, representatives or others employed by LESSEE in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises (as shown on Exhibit A), with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name LESSOR as an additional insured under said policy. In addition, LESSEE shall maintain Business Auto Liability Insurance covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident and Worker's Compensation Insurance with limits as required by statute in the state of Florida. LESSEE shall deliver certificates of insurance to LESSOR evidencing the foregoing coverage and shall provide renewal certificates to LESSOR. LESSEE shall notify LESSOR in writing of any cancellation of policy or policies at least thirty (30) days AFTER LESSEE receives notice of said action.

18. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Tenant shall have the right to assign or sublet this Lease, subject to the written approval of Landlord, which will not be unreasonably withheld. Notwithstanding the foregoing, Tenant may freely assign this Lease without Landlord's

written approval to any entity controlling, controlled by or under common control with Tenant or to any entity that acquires substantially all of Tenant's assets.

19. Any notice to any party under this Lease shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

20. In the event of any legal action to enforce the terms of this Lease each party shall bear its own attorney's fees and costs.

21. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Sign Structure(s) and the Property and supersedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease without Landlord's signature, including a limited power of attorney for such purpose.

22. In the performance of this Lease, Tenant shall keep books, records, and accounts of all activities, related to this Lease, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection by Landlord at Tenant's local office during regular business hours by an authorized representative of Landlord and shall be retained by Tenant for a period of three (3) years after termination of the agreement. All records, books and accounts related to the performance of this Lease shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes

23. This Lease shall be deemed to have been executed and entered into the State of Florida and this Lease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

24. Venue for any legal action brought by any party to this Lease to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

25. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Outfront Media, LLC

By: [Signature] DATE: 3.2.17

Its: General Manager

[Signature]  
WITNESS

Jessica Cap  
WITNESS

Branch Address:

Address: 635 W. Michigan Street  
Orlando, FL 32805

Tel No. (321) 280-2823

SS or Tax ID No. 46-4494703

BREVARD COUNTY BOARD OF COMMISSIONERS

By: [Signature]

CURT SMITH, CHAIRMAN

Curt Smith, Chairman

As approved by the Board on: 5/23/17

[Signature]  
Scott Ellis, Clerk

Reviewed for legal form and content by:

[Signature]  
Christine Valliere, Asst. Co. Attorney

