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BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 57-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THAT CERTAIN SETTLEMENT AGREEMENT BETWEEN THE LAMAR COMPANY, LLC, AND THE CITY OF STUART TO FINALIZE THE LAWSUIT BETWEEN THE PARTIES; PROVIDING FOR EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, as a means of settling each and every outstanding dispute between the City and The Lamar (advertising) Company, LLC, the city commission finds that it is in the best interest of the City and its residents to enter into a settlement agreement and long-term license agreement for the removal of certain remaining non-conforming billboards, and the further regulation of three (3) monopole signs to be erected.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The City Commission hereby authorizes the Mayor and City Clerk to execute that certain Settlement Agreement and License Agreement between The Lamar Company, LLC and the City of Stuart. A copy of the Settlement Agreement and accompanying License Agreement are attached hereto as Exhibit "A." Minor modifications, not inconsistent with the provisions of the documents may be made by the City Manager to these Agreements and Exhibits prior to execution by the parties.

RESOLUTION No. 57-09
LAMAR SETTLEMENT AGREEMENT

SECTION 2: This resolution shall take effect upon adoption.

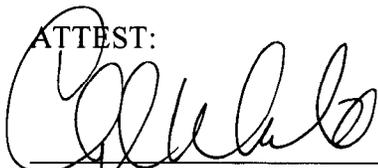
Commissioner Waxler offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Krauskopf and upon being put to a roll call vote, was as follows.

JAMES A. CHRISTIE, JR., MAYOR
MICHAEL J. MORTELL, VICE MAYOR
JEFFREY A. KRAUSKOPF, COMMISSIONER
MARY L. HUTCHINSON, COMMISSIONER
CAROL S. WAXLER, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

ADOPTED this 18th day of May, 2009.

ATTEST:

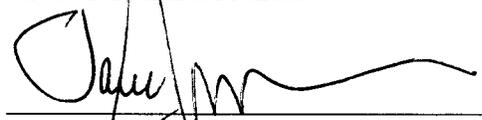


CHERYL WHITE
CITY CLERK



JAMES A. CHRISTIE, JR.
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



PAUL J. NICOLETTI
CITY ATTORNEY



ORIGINAL

SETTLEMENT AGREEMENT

The CITY OF STUART, FLORIDA, Defendant ("City"), by and through its undersigned attorney and authorized public officer, and Respondent, THE LAMAR COMPANY, LLC, Plaintiff ("Lamar"), by and through its undersigned attorney and authorized officer, hereby jointly stipulate and agree to this Settlement Agreement ("Settlement Agreement" or "Agreement" as the context requires), as a means of fully and irrevocably settling all disputes between the parties resulting from that certain lawsuit filed in the United States District Court, Southern District of Florida, Case No. 08-14267-CIV-MARTINEZ-LYNCH, styled as THE LAMAR COMPANY LLC, a Louisiana Limited Liability Company vs. CITY OF STUART, FLORIDA, a Municipal Corporation (the "Lawsuit").

RECITALS

1. Lamar is the owner of thirteen (13) off-premise billboard sign structures containing a total of twenty-three (23) billboard sign faces, all within the boundaries of the City of Stuart, all of which are all of Lamar's signs within the current City boundaries, and are non-conforming structures under the City's Land Development Code.
2. A portion of the sign structures owned by Lamar were wind damaged during Hurricanes Frances and Jeanne (2004) and Hurricane Wilma (2005).
3. As a result of repair or replacement work done by Lamar on the wind damaged sign structures without first obtaining building permits, the city issued Requests for Compliance to Lamar, resulting in code enforcement cases.

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4. Subsequent to the issuance of the Requests for Compliance, the City and Lamar commenced settlement negotiations, and the parties negotiated a Settlement Agreement ("First Agreement") that was approved by the City Commission on April 10, 2006.

5. Following City Commission approval of the First Agreement, Lamar applied for a building permit in April-May, 2007 to construct a sign structure under the First Agreement, and subsequently renewed its application in May, 2008. The City did not issue the necessary permits for construction of Lamar's proposed sign structure.

6. It was the City's alleged refusal to perform its obligations under the First Agreement which prompted the Lawsuit by Lamar.

7. It is the intent and purpose of this Settlement Agreement to resolve all outstanding disputes between the parties; to cause the removal of Lamar's existing nonconforming off-premise signs structures; and to provide for the issuance of building permits by the City to Lamar for construction of three (3) steel monopole off-premise sign structures as hereinafter provided.

AGREEMENTS AND COVENANTS

8. The foregoing recitals expressed above are incorporated herein and are made a part of this Settlement Agreement.

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9. Within sixty (60) days following approval of this Agreement by the court, Lamar shall file a complete building permit application for the first of the digital billboards permitted in Sec. 10(A) below.

10. Within ten (10) days following receipt of complete and properly filed building permit applications consistent with the provisions hereof, the City shall issue to Lamar all permits necessary or required for the construction of up to three (3) steel monopole off-premise sign structures, to be located within the City upon properties designated as follows:

(A) TWO (2) MONOPOLE (DIGITAL) SIGNS

1) The first of the two (2) monopole (digital) signs shall be located on the north side of Monterey Road on the City-owned 7-Eleven site in the 7' x 7' easement reserved by the City in its lease with 7-Eleven, and as depicted on a map thereof and attached as **Exhibit "A."** A copy of an excerpt of the Lease provision is attached hereto as **Exhibit "B,"** and said easement (which specifically includes the right to overhang the 7-Eleven Premises) has been reviewed and is acceptable to Lamar.

2) The second of the two (2) monopole (digital) signs shall be located on the east side of U.S.1/S.R.5, on City-owned property north of Wright Boulevard, as shown on a map thereof and attached as **Exhibit "A."** As an alternate, Lamar, at its option, may elect to locate such sign on a city controlled

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easement on property within or immediately adjacent to the "Fountains" Life Style Center Project on U.S. 1 at the southern end of the City, as depicted on the map thereof and attached as **Exhibit "A,"** or may elect to locate such sign upon any other mutually agreed upon city controlled or owned site. If the parties cannot agree on a suitable site for the second digital sign, then Lamar shall be permitted to keep and maintain the six (6) remaining wooden signs, until such time as a sign location is agreed upon by the parties and building permits are issued.

(B) ONE (1) MONOPOLE (NON-DIGITAL) SIGN

1) The single non-digital monopole sign shall be located on the west side of U.S.1/S.R. 5, on private property north of Wright Boulevard, as depicted on a map thereof and attached as **Exhibit "A."**

11. The term for each of the three signs permitted herein shall be forty (40) years from the issuance of a Certificate of Completion and Use by the City for each sign. It being the intent of the parties that the term for each sign shall expire forty (40) years from the date of issuance of the Certificate applicable to that sign. At the conclusion of each term, the parties may, but shall not be mandated to, renegotiate the terms of such license or lease at the then current location of such sign, or negotiate for the relocation of such sign to another location agreed to between the parties. Upon termination of each license or lease Lamar shall remove the entire structure, including aerial and subsurface structures, and restore the site to at least as good a condition as prior to

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construction of the structure. In the event that Lamar shall fail to remove such signs, or fail to remove the wooden signs when required to do so, the City may cause the signs to be removed, and the site restored, and the reasonable cost for same shall be paid by Lamar within thirty (30) days of being billed by the City. If Lamar shall fail to reimburse the City for such removal and restoration, the amount so billed shall constitute a lien against any property owned by Lamar or its successor in interest, subject to the further requirements of law, if any.

12. The City covenants that each sign location is upon land that has a commercial Future Land Use, and is zoned for commercial use. It shall be Lamar's responsibility to assure the locations herein shall be able to meet Florida Department of Transportation permitting criteria. The City shall ensure that the sites for such signs shall be free of any other restrictions preventing the construction of such signs, except that the parties acknowledge:

- a. that the westbound face of the 7-Eleven (Digital) sign may be obscured by trees within a City cemetery, which may or may not be able to be cleared by the City; provided, however, the City shall use its best efforts to clear such obstruction; and
- b. that the US1 site for the second monopole (Digital) sign is subject to permitting by the South Florida Water Management District (SFWMD). The City has met with a SFWMD staff member and believes and represents that permitting for a sign pad of approximately 30' x 60' would be forthcoming within 120 days of application submittal by the City,, including the necessary vegetation removal for an unobstructed view to the sign facings of 500 feet in both directions along the US 1 corridor.

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13. Each steel monopole off-premise sign structure shall be constructed in accordance with the Florida Building Code, and shall further be subject to the following restrictions:

(A) DIGITAL SIGN FACINGS AND USAGE:

1. Each structure may display two sign facings. The size of the sign facings may be either 10'6" x 36' (378 square feet) or 14' x 28' (392 square feet) , exclusive of embellishments, which shall not be greater than ten percent (10%) of such sign facing;
2. The sign facings for the structures shall display messages that may be changed at intervals by electronic or remote control means, provided such facings meet the following conditions: (i) shall have a static display lasting no less than six seconds, (ii) shall achieve a message change with all moving parts or illumination moving or changing simultaneously over a period of one second or less, (iii) shall not display any illumination that moves, appears to move or changes in intensity during the static display period, and (iv) shall not display any illumination that is so intense that it causes a distraction hazard to motorists on adjacent roadways, or allows excessive light spillage into adjacent properties.
3. In order to achieve positive aesthetic appearances, each sign structure shall be built in a manner reasonably compliant with the type of

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architectural design attached hereto as **Exhibit "C."** Actual colors and textures shall conform to the City's Code requirements for the same.

4. Each monopole structure shall be erected only to such height as is reasonably necessary to achieve clear visibility to the facings displayed on such monopole structure, but in no event shall the digital sign at the 7-Eleven location be higher than 35 feet, and the digital sign on the east side of US1 be higher than 45 feet.
5. Each structure, and the sign facings displayed thereon, shall comply with applicable federal and state statutes and state regulations.
6. Both digital signs shall be controlled by the License Agreement provisions contained within this Settlement Agreement.

(B) NON-DIGITAL SIGN FACINGS AND USAGE:

1. The structure may display two sign facings of a size not exceeding 10'6" x 36' (378 square feet), exclusive of embellishments, which shall not be greater than ten percent (10%) of such sign facing;
2. The sign facings for the structures shall be static display messages only. There shall be no electronics or remote control or moving parts on the sign. If illuminated, each face of the sign shall only be externally illuminated from below the sign face. The illumination shall not be so

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intense that it causes a distraction hazard to motorists on adjacent roadways, or allows excessive light spillage into adjacent properties.

3. The sign structure shall be built as a monopole type sign.
4. The monopole structure shall be erected only to such height as is reasonably necessary to achieve clear visibility to the facings displayed on such monopole structure, but in no event shall the non-digital sign be higher than 35 feet.
5. The structure, and the sign facings displayed thereon, shall comply with applicable federal and state statutes and state regulations.

14. The City agrees that the removal of Lamar's thirteen (13) existing nonconforming off-premise sign structures, as provided herein, substantially advances the aesthetic interests of the City as to the regulation of signage and is beneficial to the health, safety and welfare of the citizens of Stuart, Florida. The City further acknowledges and agrees that replacing the Thirteen (13) non-conforming structures with the monopole structures provided herein represents a significant advancement in the safety, health and welfare of the City. Each of the parties hereto expressly acknowledge and agree that the benefit and consideration each is to receive from the other hereunder is considerable and significant, without which neither party to this Agreement would become a signatory hereto.

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15. Lamar represents and covenants that it has full contractual authority to remove the sign structures covered by this Agreement.

16. Prior to or concurrent with the issuance of the certificate of completion for construction of the first digital sign structure at the 7-Eleven site Lamar shall remove, any seven of the following off-premise sign structures of its own choosing, identified and described on the following page:

(Continued on next page)

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LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 3000 feet East of US 1, eastbound and west bound	29189 and 29190	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 700 feet north of Wright Blvd. south bound	29192	10'6x32 (336 sq. ft.)
West side of US 1, 225 feet north, of Wright Blvd. north bound and southbound	29132 and 29133 and 29134 and 29135	12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.)
South side of County Road 714, .3 miles east of State Road 76 west bound and east bound	29140 and 29141	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
South side of County Road 707A, 3300 feet east of US 1, west bound and east bound	29258 and 29259 and	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
South side of County Road 707A, 2700 feet east of US 1, west bound and east bound	29256 and 29257	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
South side of County Road 707A, 2400 feet east of US 1, west bound and east bound	1637 and 1638	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 1.3 miles south of 707A, north bound	29127	10'6x32 (336 sq. ft.)
East side of US 1, 1.2 mile south of State Road 707A, south bound and north bound	29128 29129	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
East side of US 1, opposite North River Shores (north of Stuart), north bound	1536	10'6x32 (336 sq. ft.)
East side of US 1, opposite North River Boulevard (north of Stuart), south bound	1984	10x32 (320 sq. ft.)
East side of US 1, 1500 feet north of Wright (north of Stuart), south bound	29193	10'6x32 (336 sq. ft.)
West side of US 1, 1.3 miles south of 76, north bound and south bound	3290 and 3291	10'6x19'9 (207.375 sq. ft.) 10'6x19'9 (207.375 sq. ft.)

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17. Prior to or concurrent with the issuance of the certificate of completion for the second digital sign structure, Lamar shall remove the remainder of the signs described in Paragraph 16, above.

18. Removal of the foregoing non-conforming sign structures by Lamar is: (i) being done without admission of any wrongdoing, fault or liability; (ii) voluntarily agreed to Lamar, notwithstanding Lamar's rights under Section 479.15(2), Fla. Stat., Section 70.20, Fla. Stat., and other applicable statutes and regulations regarding regulation of off-premise signs within the State of Florida and, (iii) for the purpose of, and as part of, a global settlement between the parties as to all issues regarding off-premise signs owned by Lamar within the corporate limits of Stuart, Florida, as contained in this Settlement Agreement.

19. The parties agree that the first of the two digital signs erected as provided herein shall be the digital sign on the 7-Eleven site owned by the City, and shall be completed within nine months following approval of this Agreement by the court. The second digital sign shall be erected by December 31, 2014. The non-digital sign shall be permitted and erected within the same time frame as established for the permitting and erection of the first digital sign. If Lamar fails to remove the existing 13 wooden billboard structures upon the issuance by the City of certificates of completion for all

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three of the monopole signs, Lamar agrees that it will not contest the City's right to obtain a writ or judgment requiring the removal of the wooden signs.

20. The parties agree that the City shall issue a license agreement for the two (2) digital signs required hereby in substantially the same form as is attached hereto as **Exhibit "D"**. Without limitation, the City agrees that each license agreement shall provide for full ingress and egress to the sign sites provided in such license agreements.

21. Provided the City has issued the required building permits and certificates of completion for the two digital signs and the one non-digital sign described herein, Lamar covenants and agrees that it will not seek judicial relief or otherwise challenge the current sign regulations contained in the Stuart Land Development Code. The City covenants and agrees that notwithstanding any provision in the current sign regulations or any future amendments thereto, the three signs to be erected pursuant to this agreement shall at all times be classified by the City as legal conforming signs.

22. Upon execution of this Settlement Agreement by both parties, Lamar shall forthwith dismiss its existing federal lawsuit against the City, with prejudice, reserving only such jurisdiction to both parties as the court may deem appropriate, if any, for enforcement of this Agreement.

23. This Settlement Agreement shall not become binding upon either party hereto until approved by the City Commission and fully executed by both parties.. By

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execution hereof the City expressly acknowledges, covenants and agrees that it has been fully advised by its undersigned counsel as to the provisions of this Settlement Agreement, that it has full authority to enter into and execute this Agreement and that it has full authority to issue the building permits and certificates of completion required hereunder.

24. Lamar, by execution hereof expressly acknowledges covenants and agrees that it has been fully advised by its undersigned counsel as to the provisions of this Settlement Agreement, that it has full authority to enter into and execute this Agreement and that it has full authority to perform the obligations imposed upon it hereunder.

25. Each party shall be responsible for paying its own attorney's fees and costs incurred in this proceeding.

26. The parties agree that the court shall retain jurisdiction for the entry of an appropriate order in the event the City fails or refuses to issue building permits or certificates of completion for the digital and non-digital monopole signs required herein upon the receipt of complete and proper applications therefore. Additionally, and without limiting the agreement as to this court's retention of jurisdiction, Lamar shall be entitled to apply for a Writ of Mandamus or other legal process to compel the City to issue such building permits.

27. In the event of any litigation regarding this Agreement or any matter contemplated herein, the prevailing party in such litigation shall be entitled to recover

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from the non-prevailing party, its reasonable attorney's fees and costs, whether incurred during negotiations, preparation, at trial, or upon appeal.

28. Notices to be given by the parties hereto shall be sent by US Certified Mail, Return Receipt Requested, or by overnight courier with receipt, or in any other form mutually agreed, in writing by the parties, at the addresses below, or as later directed by the parties, in writing, and sent:

To Lamar: Lamar Advertising of Lakeland
3760 New Tampa Highway
Lakeland, FL 33801

With a copy to: The Lamar Company, LLC
Office of the General Counsel
Post Office Box 66338
Baton Rouge, LA 70896

To the City: City Manager
121 SW Flagler Avenue
Stuart, FL 34994

With a copy to: City Attorney
121 SW Flagler Avenue
Stuart, FL 34994

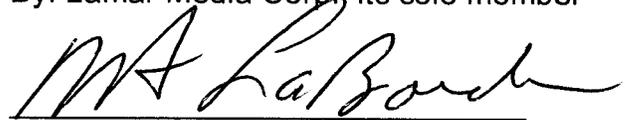
29. The parties hereto understand and agree that the covenants and considerations set forth in this Settlement Agreement contain the entire agreement and the whole consideration between them with regard to the matters set forth herein, and that this Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

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IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed on this 11th day of June, 2009 by their respective officers, therein duly authorized.

THE LAMAR COMPANY, L.L.C.
By: Lamar Media Corp, its sole member



MYRON ANDREW LaBORDE
Senior Vice President

APPROVED AS TO FORM AND
CORRECTNESS:



Gerald Livingston, Attorney for Lamar
Fla. Bar No. 0112090

ATTEST:



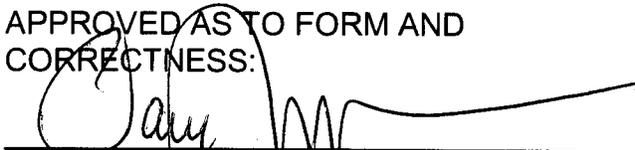
Cheryl White
City Clerk

CITY OF STUART, FLORIDA

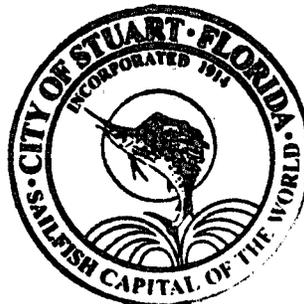


JAMES A. CHRISTIE, JR.
Mayor

APPROVED AS TO FORM AND
CORRECTNESS:



Paul J. Nicoletti, City Attorney
Fla. Bar No. 0366269



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EXHIBIT "B"

EXCERPT PAGE 2 FROM CITY'S LEASE (AMENDMENT #1) WITH 7-ELEVEN, INC.



Continuation of Amendment #1 between City of Stuart
and 7-Eleven, Inc.

7-Eleven #27729

authoritative shall be substituted by agreement, but if the parties do not agree, the substitute index shall be selected by the majority determination of three arbitrators appointed for the purpose, one being appointed by the LESSOR, one by the LESSEE and a third by the two arbitrators appointed by the LESSOR and LESSEE.

D. This paragraph of the Rent Rider shall be deleted and of no further force and effect.

3. The Premises as defined herein, shall not include a parcel of land (not larger than 7' x 7') and generally located within the legal description of Exhibit "A," but otherwise excluded from the Lease. (the "Excepted Property") and, subject to a future affirmative vote of the Stuart City Commission, may be used specifically for the purpose of erecting and maintaining an electronic billboard and related structures, which billboard may extend into the air over the Premises, but which shall be constructed in a manner that allows for safe operation of vehicles below, and which shall be further subject to specific location determination by the LESSOR, so as not to interfere with the use of the premises by the LESSEE.
4. LESSOR agrees that it shall not permit on the said billboard any advertisement of a nature objectionable and/or detrimental to the existing business occupying the site or to the merchandise offered for sale by the existing business.
5. LESSOR will indemnify, defend, and hold harmless from and against any and all damages, claims, losses, suits and causes of action, including claims for injury to persons and damage to property, arising out of or related to the construction, maintenance, or existence of the billboard.
6. Notwithstanding the foregoing provisions in paragraph 5, above, and in addition thereto, the LESSOR agrees to be responsible to the LESSEE for any direct first party injury to the LESSEE as a result of the placement, use and maintenance of a billboard on the Excepted Property. In this context, "direct first party injury" shall mean any injury sustained to LESSEE's leased Premises, including any and all improvements thereon.
7. Article 3. Construction, is amended to include "any and all structures, signs (but excluding billboards), paving, underground pipes, concrete, buildings," as improvements that are subject to removal by the LESSEE at the LESSOR's discretion.

EXHIBIT "C"
APPROVED CONSTRUCTION DESIGN EXAMPLE



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EXHIBIT "D"
LICENSE AGREEMENT

CITY OF STUART, FLORIDA
LICENSE AGREEMENT FOR THE LAMAR COMPANY, LLC

THIS LICENSE AGREEMENT, hereinafter the "Agreement" is made and entered into this ____ day of _____, 2009 by the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and THE LAMAR COMPANY, L.L.C., a Louisiana Limited Liability Company, 5551 Corporate Boulevard, Baton Rouge, LA 70808, hereinafter the "Licensee."

* * *

WHEREAS, pursuant to that certain Settlement Agreement in Case No. 08-14267- CIV-MARTINEZ-LYNCH, in the United States District Court, Southern District of Florida, between the parties, dated _____, 2009, and in which this License Agreement is an Exhibit, the Licensee is permitted to locate two (2) steel monopole off-premise sign structures, with up to digital faces each, within the corporate limits of Stuart, Florida; and

WHEREAS, the City owns or controls certain lands located within the corporate limits of Stuart, Florida, described in the location map attached to the Settlement Agreement as Exhibit "A", and more particularly described as follows:

- a. A parcel of unimproved land located on the east side of U.S. Highway 1 (State Road 5) approximately 500' south of Baker Road, and north of Wright Boulevard; and
- b. A parcel of improved land located on the north side of Monterey Road, approximately 100' east of Kanner Highway on property leased to the 7-Eleven, Inc.

Together which shall hereinafter be collectively called the "Subject Properties," or individually called the "US1 Site" or the "Monterey Road Site," as applicable.

WHEREAS, the Licensee has paid all fines and costs imposed by the City of Stuart Code Enforcement Magistrate and is otherwise in full compliance with the Orders issued by the City of Stuart Code Enforcement Magistrate, all in accordance with the First Settlement Agreement; and

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WHEREAS, the Licensee desires to locate steel monopole off-premise sign structures on the Subject Properties as more fully described in the location map attached as Exhibit "A" to the Settlement Agreement.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, THE CITY DOES HEREBY GRANT THIS LICENSE to the Licensee to locate, construct, repair and maintain two (2) steel monopole off-premise sign structures (hereinafter the "Signs" or individually the "Sign") on the Subject Properties, including the placement of necessary structures, devices, and power connections, with the right of access to and egress from the Subject Properties by Licensee's employees and agents, their vehicles and equipment, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.
2. As consideration to the City for the granting of this license, the Licensee shall pay to the City the following:
 - a. For the sign on the Monterey Road Site, the initial sum of **\$2,475.00** for two sign faces **or \$1,250.00** for one sign face, each month, commencing upon completion of the Sign (hereinafter "Anniversary Date"), as determined by a Certificate of Completion issued by the City, but beginning not later than October 1, 2009, or 120 days following issuance of a Building Permit, whichever is later; and
 - b. For the sign on the US1 Site, the initial sum of **\$2,000.00** for two sign faces, each month, in advance, commencing upon completion of the Sign (hereinafter "Anniversary Date"), as determined by a Certificate of Completion issued by the City, but beginning not later than October 1, 2011, or 120 days following issuance of a Building Permit, whichever is later.

Licensee shall pay these sums by electronic funds transfer ("EFT") to the bank depository named in writing by the City, on or before the first day of each month, in advance, and shall be delinquent on the 5th day of the month.

Each year thereafter, beginning on the Anniversary Date, the monthly license fee shall **increase by 2.5 percent, per year**. Any fees, assessments or taxes, including ad valorem real property taxes levied against the sign and/or the footprint it occupies shall be paid by the Licensee.

3. The term of this Agreement shall be **FORTY (40) years** from the "Anniversary Date" and may be revoked by the City only for 1) Neglect of the Sign by the Licensee or 2)

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material breach of the Settlement Agreement, or of this Agreement, as determined by a court of competent jurisdiction. The terms and conditions of the Settlement Agreement attached hereto as Exhibit "A," are made a part of this Agreement as if fully set forth herein, except to the extent that this Agreement may modify the same, in which case the terms herein shall prevail.

4. Notwithstanding the provisions of Section 3, above, the Licensee may, at its sole option, terminate this Agreement at any time following the third (3rd) Anniversary Date of either or both Signs.
5. Upon termination by either party, or upon expiration of this License, the Licensee shall forthwith remove all signs and structures owned by it, including aerial and sub-surface structures, and restore the site to at least as good a condition as prior to its occupancy.
6. For the purposes of this Agreement, "Neglect" shall mean the Sign shall be in a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, and if there is no Unavoidable Delay, the City may deem the Sign to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee.
7. "Unavoidable Delay" means acts of God, acts of public enemy, riot, insurrection, war, terrorism, archeological excavations, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the National Weather Bureau based upon a five-year average preceding the date of this Agreement), strikes, labor disturbances, delays due to proceedings under Chapters 73 or 74, Florida Statutes, restoration in connection with any of the foregoing, or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement or acts of any governmental authority.
8. The parties are aware of a federal study (due in 2009) regarding the safety of electronic billboards and will cooperate with one another to abide by any changes mandated by federal or state law regarding the same.
9. The Signs licensed herein shall be located in accordance with a site design plan approved by the City, and shall be of a type depicted in Exhibit "C" to the Settlement Agreement.

Settlement Agreement

Case No. 08-14267- CIV-MARTINEZ-LYNCH, THE LAMAR COMPANY LLC, vs. CITY OF STUART

The Sign on the Monterey Road Site shall not exceed 35 feet in height, and the Sign on the US1 Site shall not exceed 45 feet in height, but either Sign may be placed at a lower elevation where the Sign may be reasonably and readily seen by motorists, and each Sign shall be equipped with remedial measures if required to control light pollution causing actual adverse impact to existing neighboring properties, or if required to meet federal or state regulations.

10. The sign's base and support structures shall be finished in a muted and unobtrusive color acceptable to the City, which acceptance shall not be unreasonable withheld.
11. For the US1 Site, the City shall obtain all required permits from the South Florida Water Management District necessary to remove all exotic vegetation from the Site, and to trim all native trees necessary to provide a 500' clear "viewshed" in either direction. The City shall also be responsible for the removal of exotic plants and to see that the area is replanted with low-rise native vegetation of a type reasonably acceptable to the City Development Director. Thereafter, the City shall provide reasonable maintenance of said vegetation during the term of this License, such that the sign's visibility is preserved in accordance with the "viewshed" map attached hereto as Exhibit "A.". Licensee shall pay the City up to \$500.00 per year for said maintenance. The amount payable by the Licensee for vegetation maintenance shall increase by 2.5% per year.
12. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.
13. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than One Million (\$1,000,000) Dollars per Individual, and Two Million (\$2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of the this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.
14. Except as modified herein, this Agreement is a grant by the City to locate the Signs in conformity with the Settlement Agreement, and shall not be recorded in the Public Records of Martin County, Florida or any other county or public jurisdiction. However, a mutually agreed upon Notice of License Agreement (similar to a Memorandum of Lease) may be recorded to give adequate public record notice of the License granted herein.

Settlement Agreement

Case No. 08-14267- CIV-MARTINEZ-LYNCH, THE LAMAR COMPANY LLC, vs. CITY OF STUART

This Agreement is personal to the Licensee and may not be assigned without the written consent of the City, which shall not be unreasonably withheld.

15. The City shall be entitled to use each billboard face for any public service messages, or for emergency messages, such as "Amber Alerts." In this respect, the City may use up to One Hundred (100) eight second spots per day per sign facing, which may be apportioned by mutual agreement between the three or four digital display faces to be operated by the Licensee pursuant to this Agreement, provided however, under no circumstances shall the City's entitlement exceed, in the total, the sum of 36,500 eight second spots per facing annually. The City's right to use the digital display faces shall be exercised in a manner best calculated to avoid conflict with the Licensee's advertising schedule, and the City shall provide to the Licensee ample notice of such intended use with proposed message copy and graphics in a manner best designed to coordinate with the Licensee's advertising schedule. Notwithstanding the provisions of this section, the City may request, and the Licensee shall give due consideration to the City's request for additional billboard time for public service announcements and public information, as available on an as needed, as requested basis. Nothing herein shall be construed to require the Licensee to grant City's additional requests, unless otherwise provided by law.
16. Except as provided herein or in the Settlement Agreement, the Licensee shall obtain all necessary building permits, local business tax receipts, and other approvals from governmental regulatory agencies required by law, so that it may install and operate the Signs, all of which shall also be the property of Licensee.
17. Licensee agrees that it shall not permit advertising on the Sign that in any manner displays material reasonably deemed by the City Manager to be obscene, profane, blasphemous, pornographic, or which contains content that is patently offensive to any class protected by the United States Constitution or the Florida Constitution, or which tends to incite violence, or which advertises an "adult business" as that term is defined in Stuart City Code.
18. Notwithstanding the nature of this Agreement, the parties hereto expressly covenant and agree that Licensee has a vested interest in the Subject Properties for the entire term provided herein; in the event of condemnation of the Subject Property, or any part thereof, the City grants to the Licensee the right to relocate the Sign on the remainder of the Subject Property adjoining the condemned property; and that Licensee shall be entitled to a full recovery from the condemning authority for damages and/or relocation cost.

Settlement Agreement

Case No. 08-14267- CIV-MARTINEZ-LYNCH, THE LAMAR COMPANY LLC, vs. CITY OF STUART

- 19. The City expressly represents that it owns the Subject Property; that it has full authority to enter into this Agreement; and that this Agreement was authorized by the City Commission of the City of Stuart, Florida on May 18, 2009; any transfer of the Subject Properties to a third party shall be subject to this Agreement; and the City shall so notify such third party and hold Licensee harmless from damages resulting from the City's failure to provide such notice.

- 20. The prevailing party to any litigation to enforce the terms of this License Agreement shall be entitled to reasonable attorneys fees and costs at all trial and appellate levels. Prior to any litigation, each party shall submit, at the request of the other party, to non-binding mediation by a mutually agreed upon certified mediator, to resolve any disputes regarding the interpretation or enforcement of this License Agreement. In the event that the parties are not able to mutually agree upon a mediator within two weeks of the request to mediate, either party may contact the Chief Judge of the Circuit Court in and for Martin County and request the appointment of a neutral mediator.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

CITY:

LICENSEE:

CITY OF STUART, FLORIDA

THE LAMAR COMPANY, L.L.C.

By: Lamar Media Corp., its sole member

DAN HUDSON
City Manager

MYRON ANDREW LaBORDE
Senior Vice President

ORIGINAL

LICENSE AGREEMENT

**CITY OF STUART, FLORIDA
LICENSE AGREEMENT FOR THE LAMAR COMPANY, LLC**

THIS LICENSE AGREEMENT, hereinafter the "Agreement" is made and entered into this 11th day of June, 2009 by the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and THE LAMAR COMPANY, L.L.C., a Louisiana Limited Liability Company, 5551 Corporate Boulevard, Baton Rouge, LA 70808, hereinafter the "Licensee."

* * *

WHEREAS, pursuant to that certain Settlement Agreement in Case No. 08-14267- CIV-MARTINEZ-LYNCH, in the United States District Court, Southern District of Florida, between the parties, dated June 11, 2009, and in which this License Agreement is an Exhibit, the Licensee is permitted to locate two (2) steel monopole off-premise sign structures, with up to digital faces each, within the corporate limits of Stuart, Florida; and

WHEREAS, the City owns or controls certain lands located within the corporate limits of Stuart, Florida, described in the location map attached to the Settlement Agreement as Exhibit "A", and more particularly described as follows:

- a. A parcel of unimproved land located on the east side of U.S. Highway 1 (State Road 5) approximately 500' south of Baker Road, and north of Wright Boulevard; and
- b. A parcel of improved land located on the north side of Monterey Road, approximately 100' east of Kanner Highway on property leased to the 7-Eleven, Inc.

Together which shall hereinafter be collectively called the "Subject Properties," or individually called the "US1 Site" or the "Monterey Road Site," as applicable.

WHEREAS, the Licensee has paid all fines and costs imposed by the City of Stuart Code Enforcement Magistrate and is otherwise in full compliance with the Orders issued by the City of Stuart Code Enforcement Magistrate, all in accordance with the First Settlement Agreement; and

License Agreement

WHEREAS, the Licensee desires to locate steel monopole off-premise sign structures on the Subject Properties as more fully described in the location map attached as Exhibit "A" to the Settlement Agreement.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, THE CITY DOES HEREBY GRANT THIS LICENSE to the Licensee to locate, construct, repair and maintain two (2) steel monopole off-premise sign structures (hereinafter the "Signs" or individually the "Sign") on the Subject Properties, including the placement of necessary structures, devices, and power connections, with the right of access to and egress from the Subject Properties by Licensee's employees and agents, their vehicles and equipment, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.
2. As consideration to the City for the granting of this license, the Licensee shall pay to the City the following:
 - a. For the sign on the Monterey Road Site, the initial sum of **\$2,475.00** for two sign faces or **\$1,250.00** for one sign face, each month, commencing upon completion of the Sign (hereinafter "Anniversary Date"), as determined by a Certificate of Completion issued by the City, but beginning not later than October 1, 2009, or 120 days following issuance of a Building Permit, whichever is later; and
 - b. For the sign on the US1 Site, the initial sum of **\$2,000.00** for two sign faces, each month, in advance, commencing upon completion of the Sign (hereinafter "Anniversary Date"), as determined by a Certificate of Completion issued by the City, but beginning not later than October 1, 2011, or 120 days following issuance of a Building Permit, whichever is later.

Licensee shall pay these sums by electronic funds transfer ("EFT") to the bank depository named in writing by the City, on or before the first day of each month, in advance, and shall be delinquent on the 5th day of the month.

Each year thereafter, beginning on the Anniversary Date, the monthly license fee shall **increase by 2.5 percent, per year**. Any fees, assessments or taxes, including ad valorem real property taxes levied against the sign and/or the footprint it occupies shall be paid by the Licensee.

3. The term of this Agreement shall be **FORTY (40) years** from the "Anniversary Date" and may be revoked by the City only for 1) Neglect of the Sign by the Licensee or 2) material breach of the Settlement Agreement, or of this Agreement, as determined by a court of competent jurisdiction. The terms and conditions of the Settlement Agreement

License Agreement

attached hereto as Exhibit "A," are made a part of this Agreement as if fully set forth herein, except to the extent that this Agreement may modify the same, in which case the terms herein shall prevail.

4. Notwithstanding the provisions of Section 3, above, the Licensee may, at its sole option, terminate this Agreement at any time following the third (3rd) Anniversary Date of either or both Signs.
5. Upon termination by either party, or upon expiration of this License, the Licensee shall forthwith remove all signs and structures owned by it, including aerial and sub-surface structures, and restore the site to at least as good a condition as prior to its occupancy.
6. For the purposes of this Agreement, "Neglect" shall mean the Sign shall be in a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, and if there is no Unavoidable Delay, the City may deem the Sign to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee.
7. "Unavoidable Delay" means acts of God, acts of public enemy, riot, insurrection, war, terrorism, archeological excavations, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the National Weather Bureau based upon a five-year average preceding the date of this Agreement), strikes, labor disturbances, delays due to proceedings under Chapters 73 or 74, Florida Statutes, restoration in connection with any of the foregoing, or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement or acts of any governmental authority.
8. The parties are aware of a federal study (due in 2009) regarding the safety of electronic billboards and will cooperate with one another to abide by any changes mandated by federal or state law regarding the same.
9. The Signs licensed herein shall be located in accordance with a site design plan approved by the City, and shall be of a type depicted in Exhibit "C" to the Settlement Agreement. The Sign on the Monterey Road Site shall not exceed 35 feet in height, and the Sign on the US1 Site shall not exceed 45 feet in height, but either Sign may be placed at a lower elevation where the Sign may be reasonably and readily seen by motorists, and each Sign

License Agreement

shall be equipped with remedial measures if required to control light pollution causing actual adverse impact to existing neighboring properties, or if required to meet federal or state regulations.

10. The sign's base and support structures shall be finished in a muted and unobtrusive color acceptable to the City, which acceptance shall not be unreasonable withheld.
11. For the US1 Site, the City shall obtain all required permits from the South Florida Water Management District necessary to remove all exotic vegetation from the Site, and to trim all native trees necessary to provide a 500' clear "viewshed" in either direction. The City shall also be responsible for the removal of exotic plants and to see that the area is replanted with low-rise native vegetation of a type reasonably acceptable to the City Development Director. Thereafter, the City shall provide reasonable maintenance of said vegetation during the term of this License, such that the sign's visibility is preserved in accordance with the "viewshed" map attached hereto as Exhibit "A.". Licensee shall pay the City up to \$500.00 per year for said maintenance. The amount payable by the Licensee for vegetation maintenance shall increase by 2.5% per year.
12. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.
13. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than One Million (\$1,000,000) Dollars per Individual, and Two Million (\$2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of the this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.
14. Except as modified herein, this Agreement is a grant by the City to locate the Signs in conformity with the Settlement Agreement, and shall not be recorded in the Public Records of Martin County, Florida or any other county or public jurisdiction. However, a mutually agreed upon Notice of License Agreement (similar to a Memorandum of Lease) may be recorded to give adequate public record notice of the License granted herein. This Agreement is personal to the Licensee and may not be assigned without the written consent of the City, which shall not be unreasonably withheld.
15. The City shall be entitled to use each billboard face for any public service messages, or for emergency messages, such as "Amber Alerts." In this respect, the City may use up to

License Agreement

One Hundred (100) eight second spots per day per sign facing, which may be apportioned by mutual agreement between the three or four digital display faces to be operated by the Licensee pursuant to this Agreement, provided however, under no circumstances shall the City's entitlement exceed, in the total, the sum of 36,500 eight second spots per facing annually. The City's right to use the digital display faces shall be exercised in a manner best calculated to avoid conflict with the Licensee's advertising schedule, and the City shall provide to the Licensee ample notice of such intended use with proposed message copy and graphics in a manner best designed to coordinate with the Licensee's advertising schedule. Notwithstanding the provisions of this section, the City may request, and the Licensee shall give due consideration to the City's request for additional billboard time for public service announcements and public information, as available on an as needed, as requested basis. Nothing herein shall be construed to require the Licensee to grant City's additional requests, unless otherwise provided by law.

16. Except as provided herein or in the Settlement Agreement, the Licensee shall obtain all necessary building permits, local business tax receipts, and other approvals from governmental regulatory agencies required by law, so that it may install and operate the Signs, all of which shall also be the property of Licensee.
17. Licensee agrees that it shall not permit advertising on the Sign that in any manner displays material reasonably deemed by the City Manager to be obscene, profane, blasphemous, pornographic, or which contains content that is patently offensive to any class protected by the United States Constitution or the Florida Constitution, or which tends to incite violence, or which advertises an "adult business" as that term is defined in Stuart City Code.
18. Notwithstanding the nature of this Agreement, the parties hereto expressly covenant and agree that Licensee has a vested interest in the Subject Properties for the entire term provided herein; in the event of condemnation of the Subject Property, or any part thereof, the City grants to the Licensee the right to relocate the Sign on the remainder of the Subject Property adjoining the condemned property; and that Licensee shall be entitled to a full recovery from the condemning authority for damages and/or relocation cost.
19. The City expressly represents that it owns the Subject Property; that it has full authority to enter into this Agreement; and that this Agreement was authorized by the City Commission of the City of Stuart, Florida on May 18, 2009; any transfer of the Subject Properties to a third party shall be subject to this Agreement; and the City shall so notify such third party and hold Licensee harmless from damages resulting from the City's failure to provide such notice.

License Agreement

20. The prevailing party to any litigation to enforce the terms of this License Agreement shall be entitled to reasonable attorneys fees and costs at all trial and appellate levels. Prior to any litigation, each party shall submit, at the request of the other party, to non-binding mediation by a mutually agreed upon certified mediator, to resolve any disputes regarding the interpretation or enforcement of this License Agreement. In the event that the parties are not able to mutually agree upon a mediator within two weeks of the request to mediate, either party may contact the Chief Judge of the Circuit Court in and for Martin County and request the appointment of a neutral mediator.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

CITY:

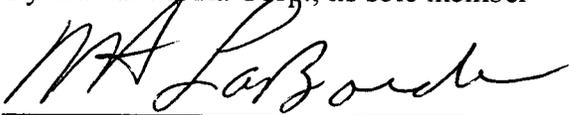
CITY OF STUART, FLORIDA



DAN HUDSON
City Manager

LICENSEE:

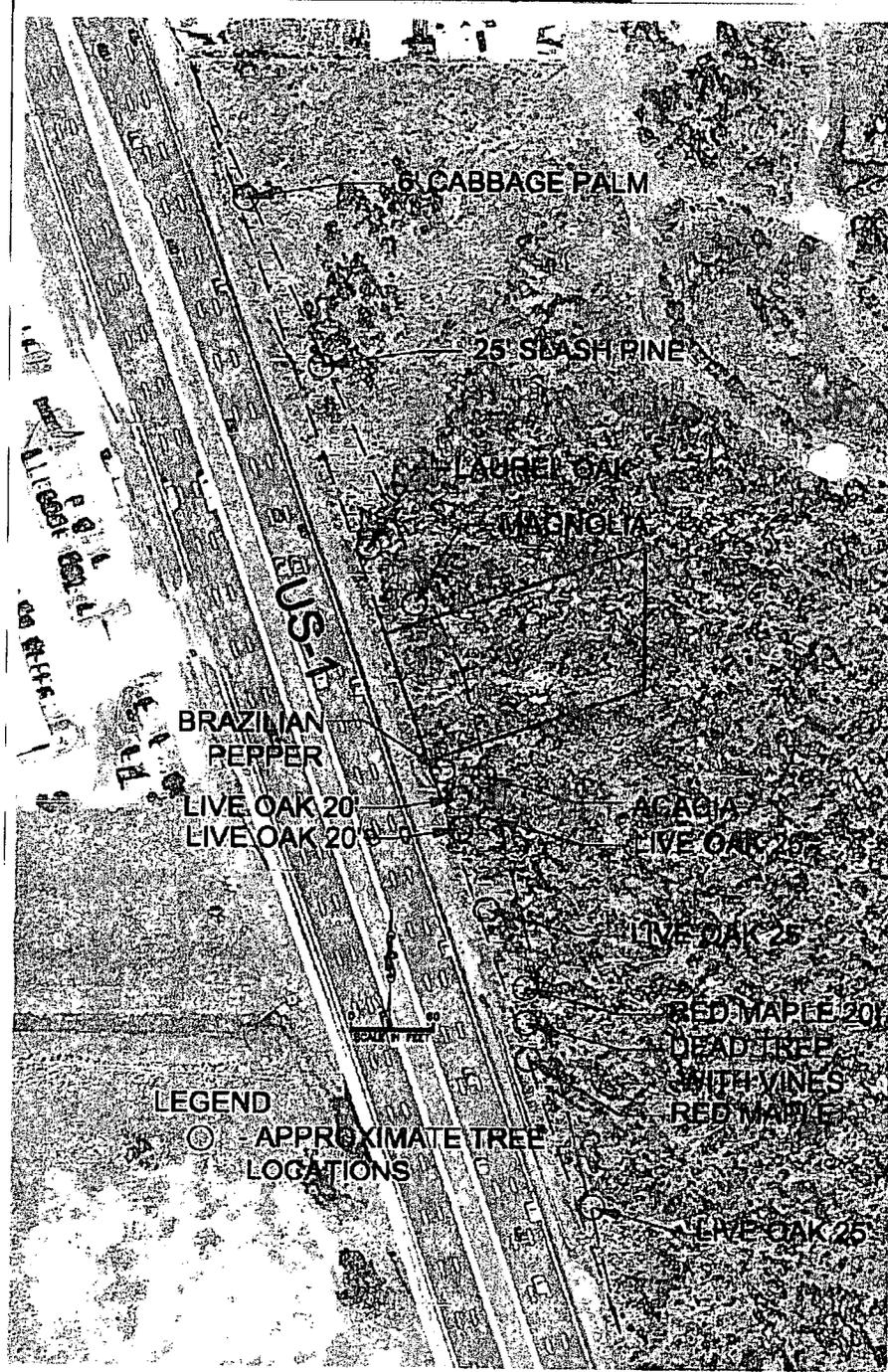
THE LAMAR COMPANY, L.L.C.
By: Lamar Media Corp., its sole member



MYRON ANDREW LaBORDE
Senior Vice President

License Agreement

Exhibit "A" to License Agreement
"Viewshed" Map on US1



**CITY OF STUART, FLORIDA
COMMISSION MEETING
AGENDA ITEM REQUEST**

Meeting Date: 5/18/2009

Prepared by: Paul Nicoletti

Ordinance/Resolution No. 57-09

Title of Item:

Approval of Settlement Agreement with the Lamar Company, LLC

Summary Explanation/Background Information on Agenda Request:

As you know, the City was sued by Lamar for its failure to approve a billboard sign permit under the earlier Settlement Agreement, entered into in 2006. This agreement allows Lamar to erect 2 digital signs (on city property) and 1 non-digital sign (on private property). It requires the removal of all the wooden billboards in the City, based on the permits being issued for the construction of the new signs. The city will have the use of the signs for public service messaging. The 3 signs are permitted for up to 40 years, after which the city can require them to be removed. The first sign would be installed on the 7-Eleven site, and may be one-sided at first (eastbound on Monterey). The digital sign on US1 would come later (2 years) and would go on the City site that was received as a result of the Shoppes at Gateway CPUD approval (about 550' south of Baker Rd); the 3rd sign is a conventional monopole sign that will replace the 2 existing signs that are on the west side of US1 and north of Wright Blvd. This settlement will protect the city from the risk of paying about \$100,000.00 in attorneys fees as a result of the lawsuit, and will satisfactorily end the litigation and dispute that has been active since 2006. The only cost to the city will be for the preparation of the US1 site which will require a permit from SFWMD and a retaining wall and fill, and also the possible trimming of trees both on US1 and perhaps on Monterey Road.

Please note: the map exhibit will be replaced with a more accurate and clear map.

Funding Source:

Property Management Fund -- \$25-30k est.

Recommended Action:

Approve Resolution No. 57-09

[Click here to sign this section](#)

Department Director

5/12/2009

X [Signature]

5/12/2009

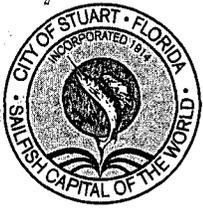
X *Barbara*

City Attorney

5/13/2009

X *DD Heelan*

City Manager



Paul J. Nicoletti
CITY ATTORNEY

City of Stuart

121 S.W. FLAGLER AVENUE • STUART, FLORIDA 34994

FILE

TELEPHONE 772/288-5386
FAX 772/288-5316
pnicoletti@ci.stuart.fl.us

September 11, 2009

Gerald S. Livingston, Esquire
Pennington Moore Wilkinson Bell & Dunbar, P.A.
215 S. Monroe Street, 2nd Floor
Tallahassee, FL 32302

Re: City of Stuart and Lamar Advertising

Dear Jerry:

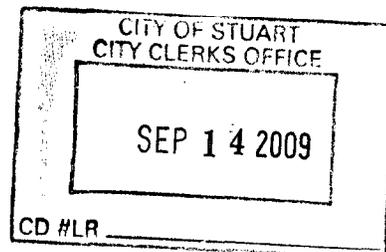
This will confirm our understanding and agreement that Lamar will allow the sign location on US1 to be moved approximately 30 feet north of the location described in the Settlement Agreement and License Agreement, and that all other terms and conditions will remain the same, including the site view. Please append a copy of this letter with the two agreements, and I will do the same.

As always, thank you for your consideration in this matter.

Very truly yours,

PAUL J. NICOLETTI
City Attorney

Cc: Mayor and City Commission
City Manager



Nicoletti, Paul

To: Jerry S. Livingston; Jim Maskas
Subject: RE: Lamar location on US 1

Jerry:

Our understanding is that this small move may actually improve the site lines. Thanks to you and Jim for agreeing. I'll mail the original today.

Paul

From: Jerry S. Livingston [mailto:Jerry@Penningtonlawfirm.com]
Sent: Friday, September 11, 2009 5:24 PM
To: Nicoletti, Paul
Subject: RE: Lamar location on US 1

Paul,

Jim Maskas has approved the letter predicated upon having the same line of sight as agreed upon for the other location (30 feet to the south).

Jerry

Gerald S. (Jerry) Livingston
Attorney at Law
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
215 South Monroe Street, 2nd Floor
P.O. Box 10095
Tallahassee, Florida 32302-2095
Telephone: (850)222-3533
Facsimile: (850)222-2126
www.penningtonlawfirm.com
jerry@penningtonlaw.com

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From: Nicoletti, Paul [mailto:pnicoletti@ci.stuart.fl.us]
Sent: Friday, September 11, 2009 9:21 AM
To: Jerry S. Livingston
Subject: RE: Lamar location on US 1

Jerry:

If you approve of the attached letter, I will mail the original. I'm trying to leave around Noon; so, if you get the chance reply to this email or give me a call. Thanks.

Paul

From: Jerry S. Livingston [mailto:Jerry@Penningtonlawfirm.com]

Sent: Friday, September 04, 2009 10:16 AM

To: Nicoletti, Paul

Subject: Lamar location on US 1

Paul,

There should be no problem in moving the location 30 feet north if Lamar continues to be provided an appropriate building pad and clear visibility to the location. Please give me a call when you get a chance.

Thanks,

Jerry

Gerald S. (Jerry) Livingston

Attorney at Law

Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.

215 South Monroe Street, 2nd Floor

P.O. Box 10095

Tallahassee, Florida 32302-2095

Telephone: (850)222-3533

Facsimile: (850)222-2126

www.penningtonlawfirm.com

jerry@penningtonlaw.com

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Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity.

City of Stuart

Sailfish Capital of the World



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 32-07

VOID

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE (2) TWO LICENSES AGREEMENTS BETWEEN THE CITY OF STUART AND THE LAMAR COMPANY ALLOWING FOR THE INSTALATION OF A STEEL MONOPOLE SIGN ON CITY-CONTROLLED RIGHT-OF-WAY AT NORTH FORK ROAD AND THE WRIGHT BOULEVARD EXTENSION AND AT THE NORTHEAST CORNER OF SR-76 AND MONTEREY ROAD IN ACCORDANCE WITH A JUNE 2005 CODE ENFORCEMENT SETTLEMENT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

Section 1: The City Manager is hereby authorized to execute (2) two license agreements (Exhibits "A" & "B" attached) with The Lamar Company, LLC to locate a steel monopole sign on City-controlled right-of way at North Fork Road and the Wright Boulevard Extension and city-owned property at the northeast corner of SR-76 and Monterey Road. A copy of each license agreement is on file in the office of the City Clerk.

Section 2: This resolution shall take effect upon adoption.

Res. 32-07

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

MARY HUTCHINSON, MAYOR
JEFFREY KRAUSKOPF, VICE-MAYOR
CAROL WAXLER, COMMISSIONER
MICHAEL MORTELL, COMMISSIONER
JAMES A. CHRISTIE, COMMISSIONER

YES	NO	ABSENT

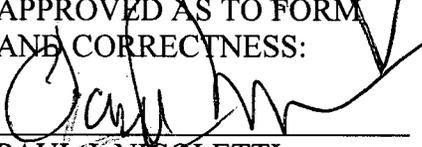
ADOPTED this 12th day of March, 2007.

ATTEST:



CHERYL WHITE
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:



PAUL J. NICOLETTI
CITY ATTORNEY



MARY L. HUTCHINSON
MAYOR

White, Cherie

From: O'Neil, Terry
Sent: Tuesday, April 17, 2007 12:48 PM
To: White, Cherie
Cc: Nicoletti, Paul
Subject: RE: Stuart-Lamar License Agreements

On hold until we get a green light from Paul.

From: White, Cherie
Sent: Tuesday, April 17, 2007 11:18 AM
To: O'Neil, Terry
Subject: RE: Stuart-Lamar License Agreements

Terry: What is the status of this agreement to date?

From: Nicoletti, Paul
Sent: Monday, April 16, 2007 3:28 PM
To: 'jerry@penningtonlaw.com'
Cc: O'Neil, Terry; White, Cherie
Subject: Stuart-Lamar License Agreements

Jerry:

Here is some suggested language in each License Agreement (Paragraph 10) regarding City public service messages.

Paul
<< File: Stuart-Lamar License Agreements.v2.doc >>

Paul J. Nicoletti
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994-2139
pnicoletti@ci.stuart.fl.us
772-288-5386 (voice)
772-600-1219 (fax)

www.cityofstuart.com

NOTICE: Florida has a broad public records law, and this email, along with any attachments, as well as any email sent to this account regarding public business, may be subject to inspection and copying.

Pennington
Moore
Wilkinson
Bell &
Dunbar P.A.
ATTORNEYS AT LAW
www.penningtonlaw.com

CITY OF STUART
OFFICE OF CITY ATTORNEY

JUL 24 2007

RECEIVED

Gerald S. Livingston
Attorney at Law

(850) 222-3533
jerry@penningtonlaw.com

July 23, 2007

Paul J. Nicoletti, Esquire
City Attorney for the City of Stuart
121 Southwest Flagler Avenue
Stuart, Florida 34994

Via Federal Express:
8600 3886 6636

RE: City of Stuart/Lamar Outdoor License Agreement

Dear Paul:

Enclosed please find two (2) original executed License Agreements in the above referenced case. Please have Dan Hudson sign both Agreements and forward back to me via facsimile and regular U.S. Mail one of the original executed License Agreements for my records and file. If you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,



Gerald S. Livingston

GSL/asr

cc.: Chip LaBorde
Jim Maskas

G:\Ashley\Jerry\Lamar-Lakeland\Nicoletti07-23-07

EXHIBIT A



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 62-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SETTLEMENT AGREEMENT WITH LAMAR ADVERTISING FOR THE REMOVAL OF 13 BILLBOARDS AND REPLACEMENT OF 2 ELECTRONIC BOARDS AND ACCEPTING A \$5,000 PAYMENT IN LIEU OF FINE; PROVIDING FOR EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA
that:

SECTION 1: The City Commission hereby authorizes the Mayor and City Clerk to execute a Settlement Agreement with Lamar Advertising for the removal of 13 billboards and replacement of 2 electronic boards; and accepting a \$5000 payment in lieu of fine. A copy of the Settlement Agreement is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 10th day of April, 2006.

Resolution 62-06

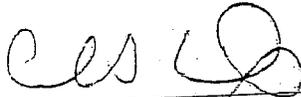
Commissioner Krauskopf offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner Mortell and upon being put to a roll call vote, the vote was as follows:

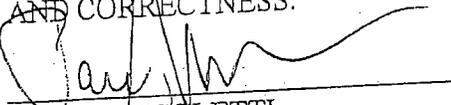
YES	NO	ABSENT
✓		
✓		
✓		
✓		

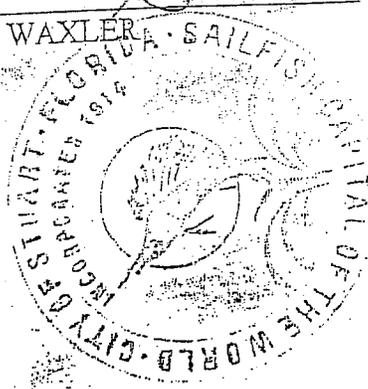
CAROL S. WAXLER, MAYOR
MARY HUTCHINSON, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MICHAEL MORTEL, COMMISSIONER


CHERYL WHITE
CITY CLERK


CAROL S. WAXLER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY



**CITY OF STUART, FLORIDA
CODE ENFORCEMENT MAGISTRATE**

ORIGINAL

CITY OF STUART, FLORIDA,
Petitioner,

vs.

CASE Nos. CE 04110007, CE 04110009,
CE 04110010, CE 04110012,
CE 05110011, CE 05110030

LAMAR ADVERTISING COMPANY,
Respondent.

SETTLEMENT AGREEMENT

Petitioner, CITY OF STUART, FLORIDA, by and through its undersigned attorney and authorized public official, and Respondent, LAMAR ADVERTISING COMPANY, on behalf of all Respondents in the above cases, by and through its undersigned attorney and authorized officer, hereby jointly stipulate and agree to settle the above-referenced cases, and do hereby enter into, and execute, this Settlement Agreement for the purpose of settling all disputes existing, or which may exist, between the parties, including the pending Request for Compliance and/or code violations existing as to the Respondents who are the owners of the real properties described in **Exhibit "A"** attached hereto, and by reference made a part hereof, regarding both the off-premise sign structures which are the subject matter of the above-styled cases, and other off-premise sign structures owned by Respondent, LAMAR ADVERTISING COMPANY, which are located within the corporate limits of Stuart, Florida, and which are classified as nonconforming under the provisions of the City's Land Development Regulations, as follows:

RECITALS

1. The above-referenced cases involve off-premise sign structures owned by Respondent which were damaged as a result of hurricanes and wind damage occurring during the 2004 hurricane season and the 2005 hurricane season.

2. As a result of repair work done by Respondent on such off-premise sign structures without first obtaining permits for such repair work, Petitioner issued Requests for Compliance to Respondent, resulting in the above-referenced code enforcement cases.

3. Subsequent to the issuance of the Requests for Compliance, Petitioner and Respondent commenced settlement negotiations initially directed to the off-premise sign structures which are the subject matter of the above-referenced cases.

4. As a result of the initial negotiations between the parties relating to the off-premise sign structures which are the subject of the above-referenced cases, the parties have endeavored to address the removal of other existing off-premise sign structures owned by Respondent, within the City, which are legal nonconforming signs under the City's current Land Development Regulations.

5. The intent and purpose of this Settlement Agreement is to effectuate the removal of all existing nonconforming off-premise signs structures owned by Respondent which are located within the corporate limits of the City of Stuart, Florida, in return for, and as consideration for such removal, the issuance by Petitioner to Respondent of permits for the construction of two steel monopole off-premise sign structures as hereinafter provided.

COVENANTS AND CONDITIONS

6. The foregoing recitals and other precatory language expressed above are incorporated in, and made a part of, the covenants and conditions of this Settlement Agreement.

7. The Respondent, LAMAR ADVERTISING COMPANY represents and covenants that it has full contractual authority to remove the sign structures covered by this Agreement; or that it has obtained full authority from the owners of all the real property mentioned herein,

and from all other Respondents to the cases herein, to enter into this Settlement Agreement, and that all such owners and Respondents are fully cognizant of the terms and conditions expressed herein.

8. Respondent agrees to remove, within ninety (90) days following the issuance of the first of the two permits required under paragraph 11 of this Agreement, the off-premise sign structures involved in the above-referenced code enforcement proceedings, specifically identified and described as follows:

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 3000 feet East of US 1, eastbound and west bound	29189 and 29190	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 700 feet of Wright north of Stuart, south bound	29192	10'6x32 (336 sq. ft.)
West side of US 1 at State Road 707, north bound and south bound	29132 and 29133 and 29134 and 29135	12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.)
South side of County Road 714, .3 miles east of State Road 76 west bound and east bound	29140 and 29141	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
South side of County Road 707A, 3300 feet east of US 1, west bound and east bound	29258 and 29259 and 29189 and 29190 and	10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
South side of County Road 707A, 2700 feet east of US 1, west bound and east bound	29256 and 29257	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)

Removal of the foregoing off-premise sign structures by Respondent is: (i) done without admission of any wrongdoing, fault, or liability on the part of Respondent; (2) voluntarily agreed to by Respondent, notwithstanding the rights Respondent may have under Section 479.15(2), Fla. Stat., Section 70.20, Fla. Stat., and other related statutes and regulations

regarding the regulation of off-premise signs within the State of Florida and, (iii) for the specific purpose of, and as part of, the global settlement between the parties as to all issues regarding off-premise signs owned by Respondent within the corporate limits of Stuart, Florida, as contained in this Settlement Agreement.

9. Respondent agrees to remove, within ninety (90) days following the issuance of the second of the two permits required under paragraph 11 of this Agreement, seven off-premise signs which are not involved in any existing disputes between the parties, which are owned by Respondent and located within the corporate limits of Stuart, Florida, as follows:

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 2400 feet east of US 1, west bound and east bound	1637 and 1638	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 1.3 miles south of 707A, north bound	29127	10'6x32 (336 sq. ft.)
East side of US 1, 1.2 mile south of State Road 707A, south bound and north bound	29128 29129	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
East side of US 1, opposite River Shores(north of Stuart), north bound	1536	10'6x32 (336 sq. ft.)
East side of US 1, opposite North River Boulevard (north of Stuart), south bound	1984	10x32 (320 sq. ft.)
East side of US 1, 1500 feet north of Wright (north of Stuart), south bound	29193	10'6x32 (336 sq. ft.)
West side of US 1, 1.3 miles south of 76, north bound and south bound	3290 and 3291 3291	10'6x19'9 (207.375 sq. ft.) 10'6x19'9 (207.375 sq. ft.)

Removal of the foregoing seven off-premise sign structures by Respondent, classified as legal nonconforming signs under the City's Land Development Regulations, is: (i) being done by Respondent without admission of any wrongdoing, fault or liability on the part of Respondent; (ii) voluntarily agreed to by Respondent, notwithstanding Respondent's rights under Section

479.15(2), Fla. Stat., Section 70.20, Fla. Stat., and other applicable statutes and regulations regarding regulation of off-premise signs within the State of Florida and, (iii) for the purpose of, and as part of, the global settlement between the parties as to all issues regarding off-premise signs owned by Respondent within the corporate limits of Stuart, Florida, as contained in this Settlement Agreement.

10. As additional consideration for the issuance of the permits to Respondent for the construction of two steel monopole off-premise structures, as hereinafter provided, Respondent covenants and agrees that it will not seek judicial relief or otherwise challenge the current sign regulations contained in the Land Development Code of Stuart, Florida. In lieu of a fine, and without admission of any wrongdoing, fault or liability on the part of Respondent, the Respondent nonetheless agrees to make a payment to the City in the amount of \$5,000.00 to compensate the City for handling these cases. Said payment shall be made to the City on or before ten (10) days from the rendering of a Magistrate's Order approving this Agreement.

11. Following execution of this Settlement Agreement by the respective parties, and upon its approval by Order of the Magistrate, and upon submission of a properly filed permit application consistent with the provisions hereof, the Petitioner agrees to issue to Respondent all permits necessary or required for the construction of two steel monopole off-premise sign structures, to be located upon properties zoned for commercial (B-1, B-2, B-4 Districts only) or industrial uses within the corporate limits of Stuart, Florida, but only as provided in Exhibit "B." Each of the two steel monopole off-premise sign structures shall be constructed in accordance with the Florida Building Code, and to the extent not inconsistent with the provisions hereof the City's Land Development Code, and shall further be subject to the following restrictions:

a. each structure may display two sign facings of a size not exceeding 378 square feet.

b. each sign facing may display advertising messages that may be changed at intervals by electronic or mechanical process or by remote control, provided such facings

meet the following conditions: (1) has a static display lasting no less than six seconds, (2) achieves a message change with all moving parts or illumination moving or changing simultaneously over a period of three seconds or less, (3) does not display any illumination that moves, appears to move or changes in intensity during the static display period, and (4) does not display any illumination that is so intense that it causes a distraction hazard to motorists on adjacent roadways, or allows light spillage into adjacent properties, or in any way presents a nuisance to adjacent properties. One or more of the facings shall be made available to the City from time to time for the purpose of displaying public service messages or amber alerts.

c. in order to achieve positive aesthetic appearances, each structure shall be built in a manner compliant with the type of architectural design of one of the Approved Construction Design Examples attached hereto as Composite Exhibit "C."

d. Each monopole structure shall be erected only to such height as is reasonably necessary to achieve clear visibility to the facings displayed on such monopole structure, but in no event shall a structure be higher than 45 feet.

e. Each structure, and the sign facings displayed thereon, shall comply with applicable state statutes and state regulations.

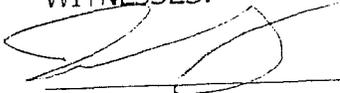
12. Petitioner expressly acknowledges and agrees that the removal of the existing nonconforming off-premise sign structures owned by Lamar within the City consisting of thirteen wooden structures, displaying twenty-three (23) advertising panels substantially advances the aesthetic interests of the City as to the regulation of signage and is beneficial to the health, safety and welfare of the citizens of Stuart, Florida. Petitioner further acknowledges and agrees that replacing the thirteen (13) wooden structures with two monopole structures represents a significant advancement in the aesthetic quality and appearance of off-premise advertising structures within the City, are to be constructed in compliance with the provisions of the Florida Building Code, and thereby further advances the health, safety and welfare of the citizens of Stuart, Florida. Each of the parties hereto expressly acknowledge and agree that the consideration each is to receive from the other

Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed on this 25 day of June, 2006 by their respective officers, therein duly authorized.

WITNESSES:

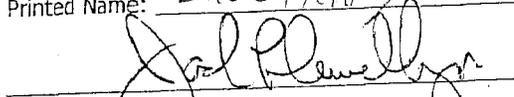
LAMAR ADVERTISING COMPANY



Printed Name: Dave Henry



BY: Jim Maskas



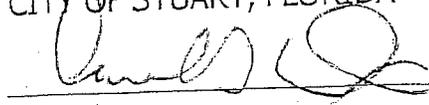
Printed Name: Jack LLEWELLYN

ITS: VPI CM

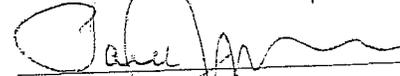


Printed Name: Cheryl White

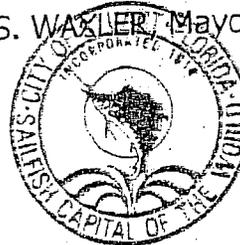
CITY OF STUART, FLORIDA



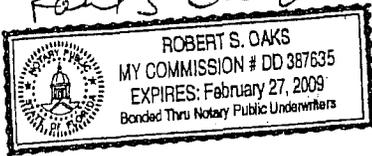
BY: CAROL S. WAXLER, Mayor



Printed Name: PAUL N. NICOLETTI



Paul S. Chen



APPROVED AS TO FORM AND CORRECTNESS
City Clerk

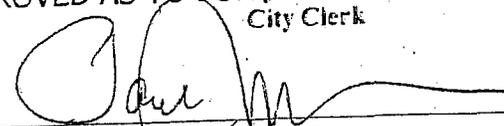
BY: 
Paul J. Nicoletti, City Attorney

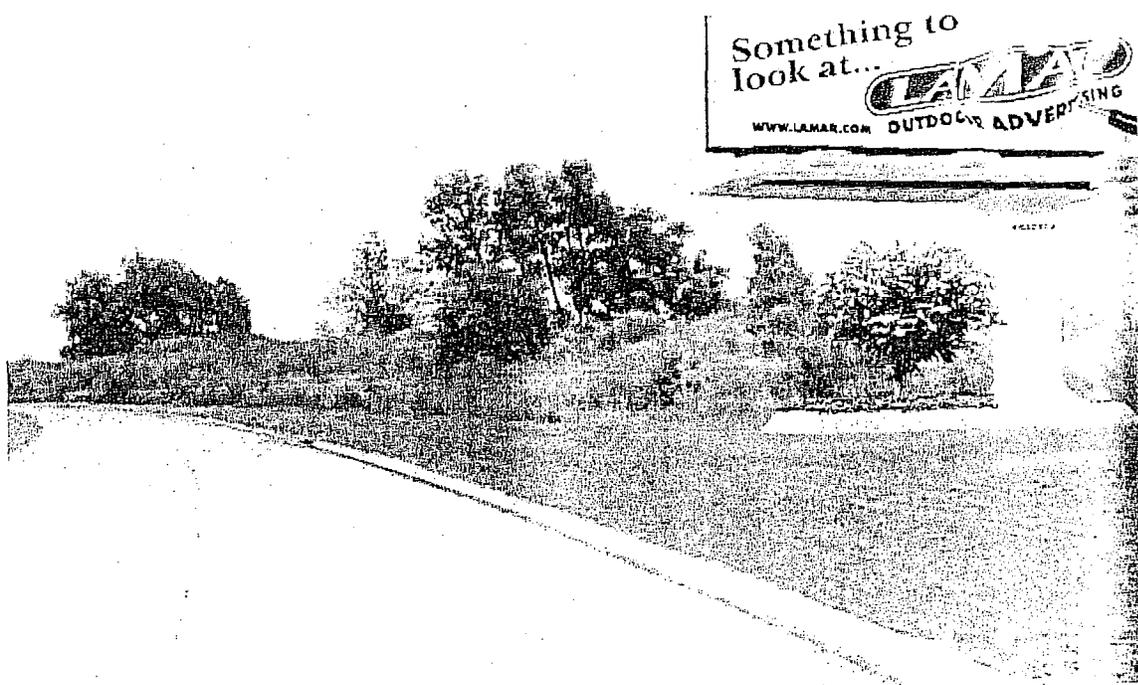
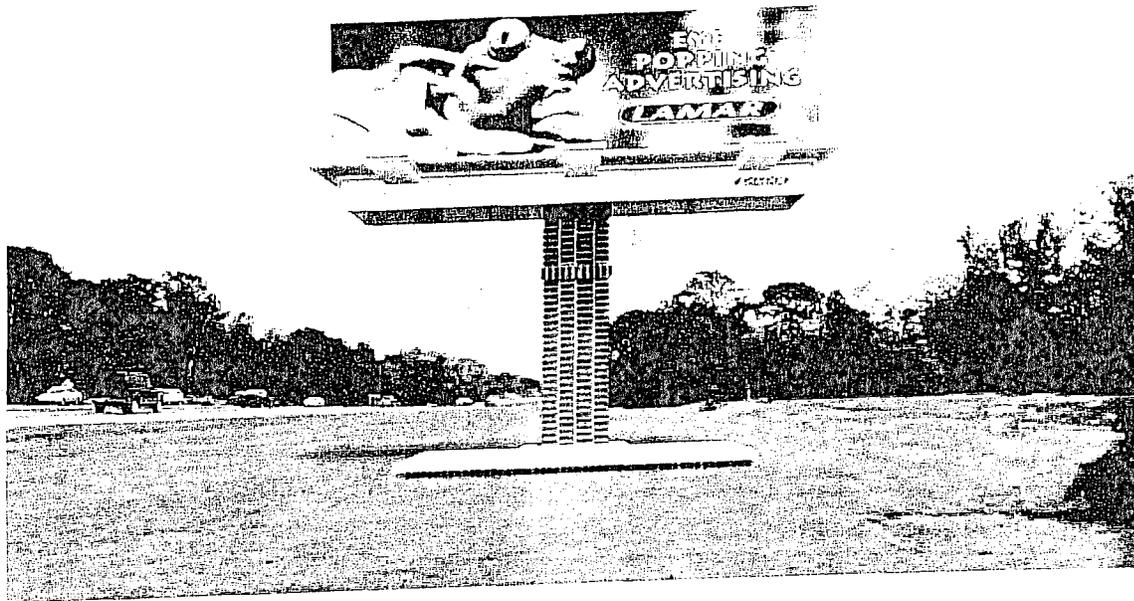
EXHIBIT "A"LEGAL DESCRIPTIONS OF ALL THE PROPERTIES

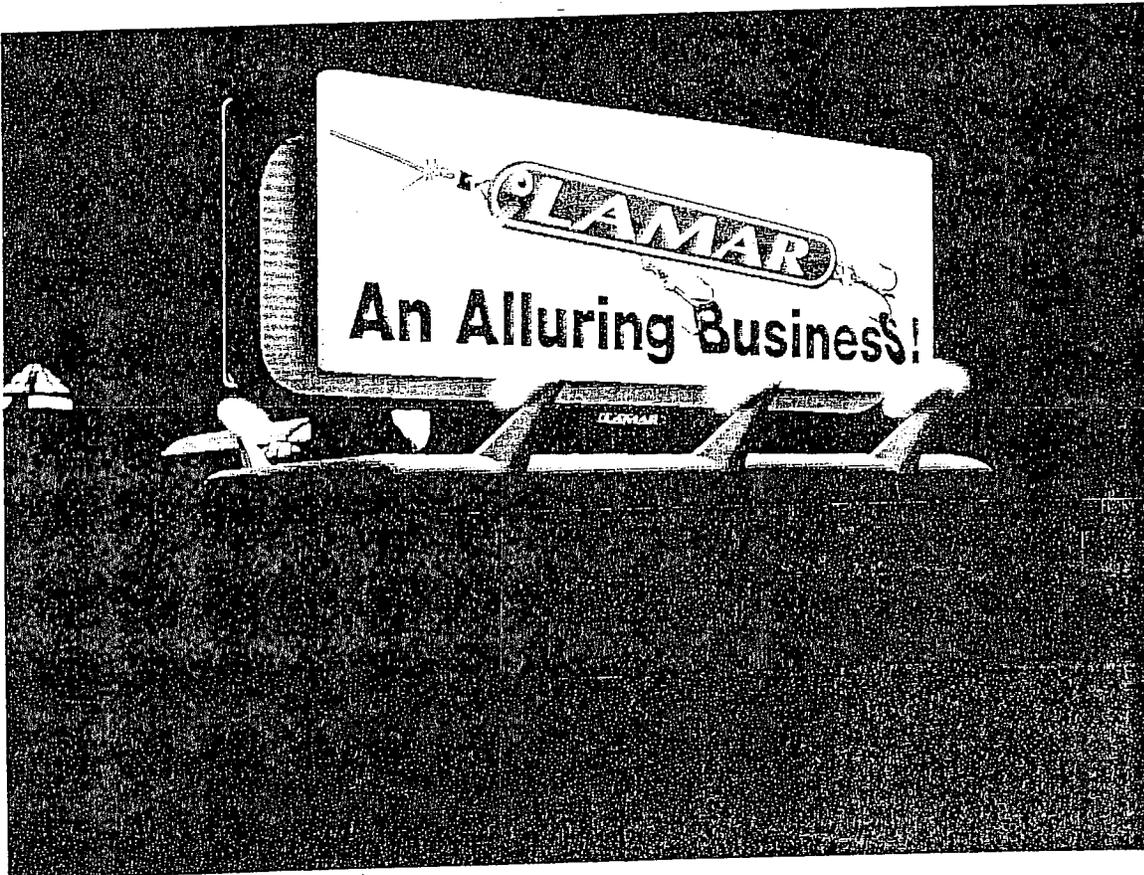
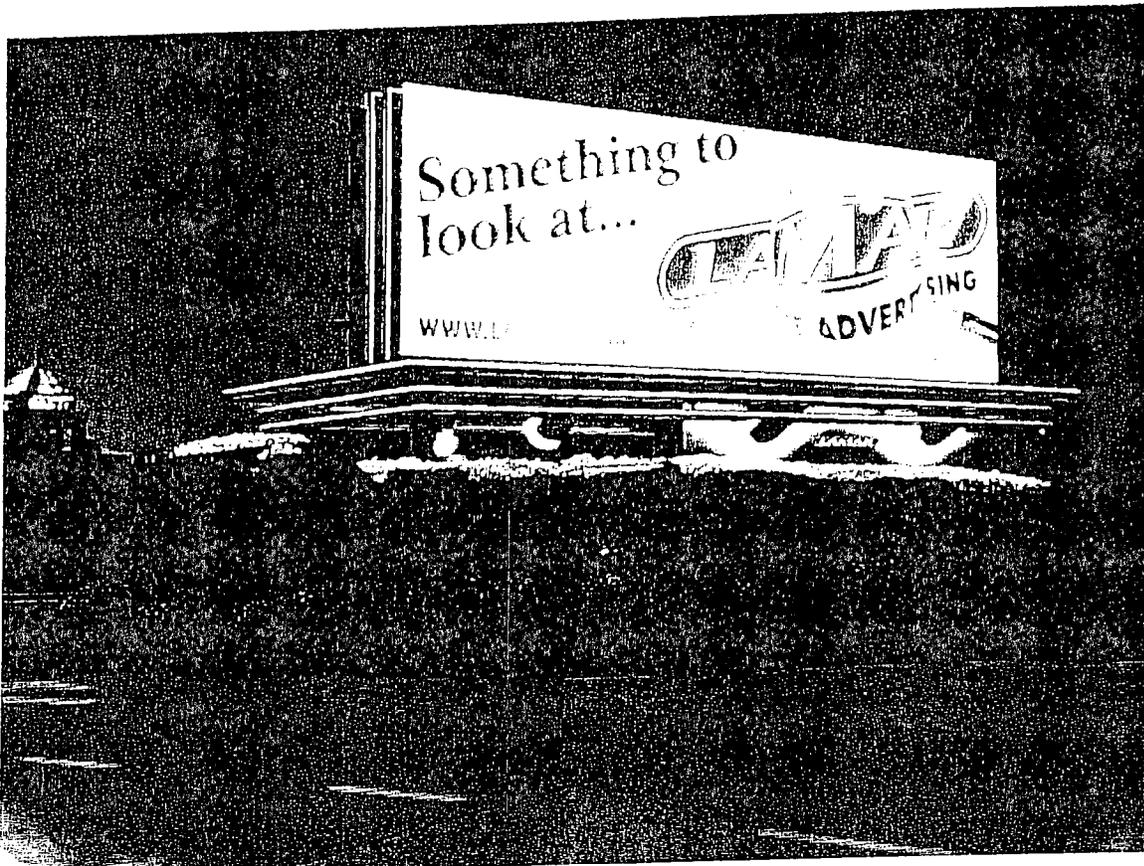
LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 3000 feet East of US 1, eastbound and west bound	29189 and 29190	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 700 feet of Wright north of Stuart, south bound	29192	10'6x32 (336 sq. ft.)
West side of US 1 at State Road 707, north bound and south bound	29132 and 29133 and 29134 and 29135	12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.)
South side of County Road 714, .3 miles east of State Road 76 west bound and east bound	29140 and 29141	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
South side of County Road 707A, 3300 feet east of US 1, west bound and east bound	29258 and 29259 and 29189 and 29190 and	10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
South side of County Road 707A, 2700 feet east of US 1, west bound and east bound	29256 and 29257	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)

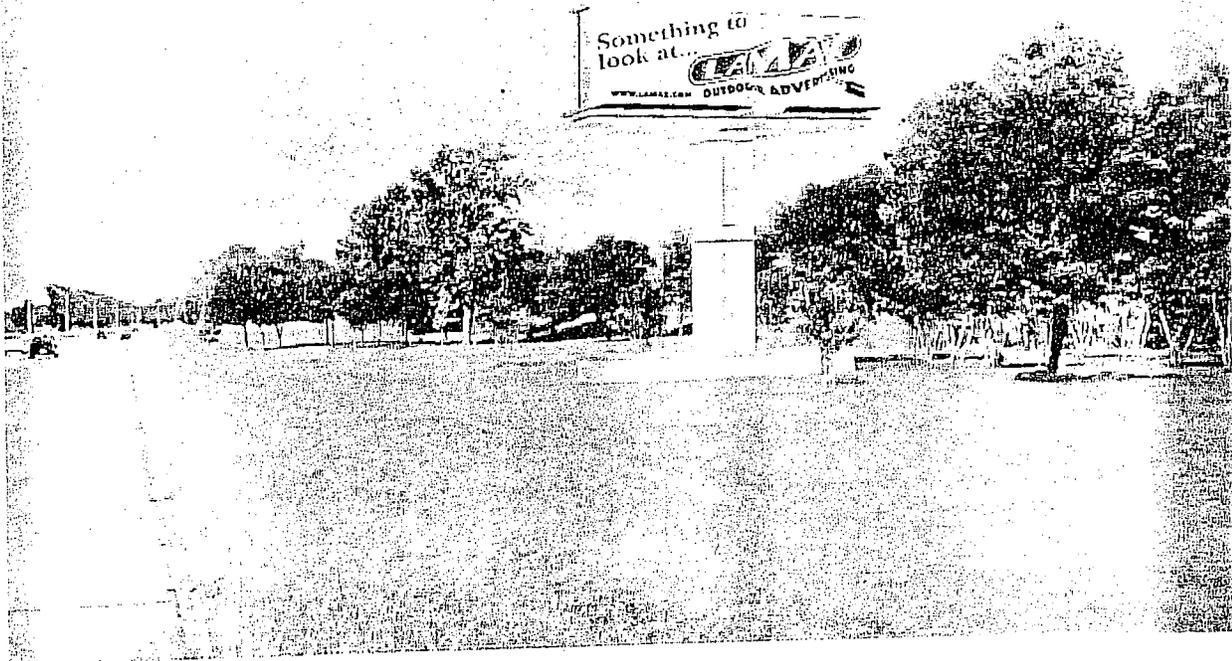
EXHIBIT "A"

LEGAL DESCRIPTIONS OF ALL THE PROPERTIES (continued)

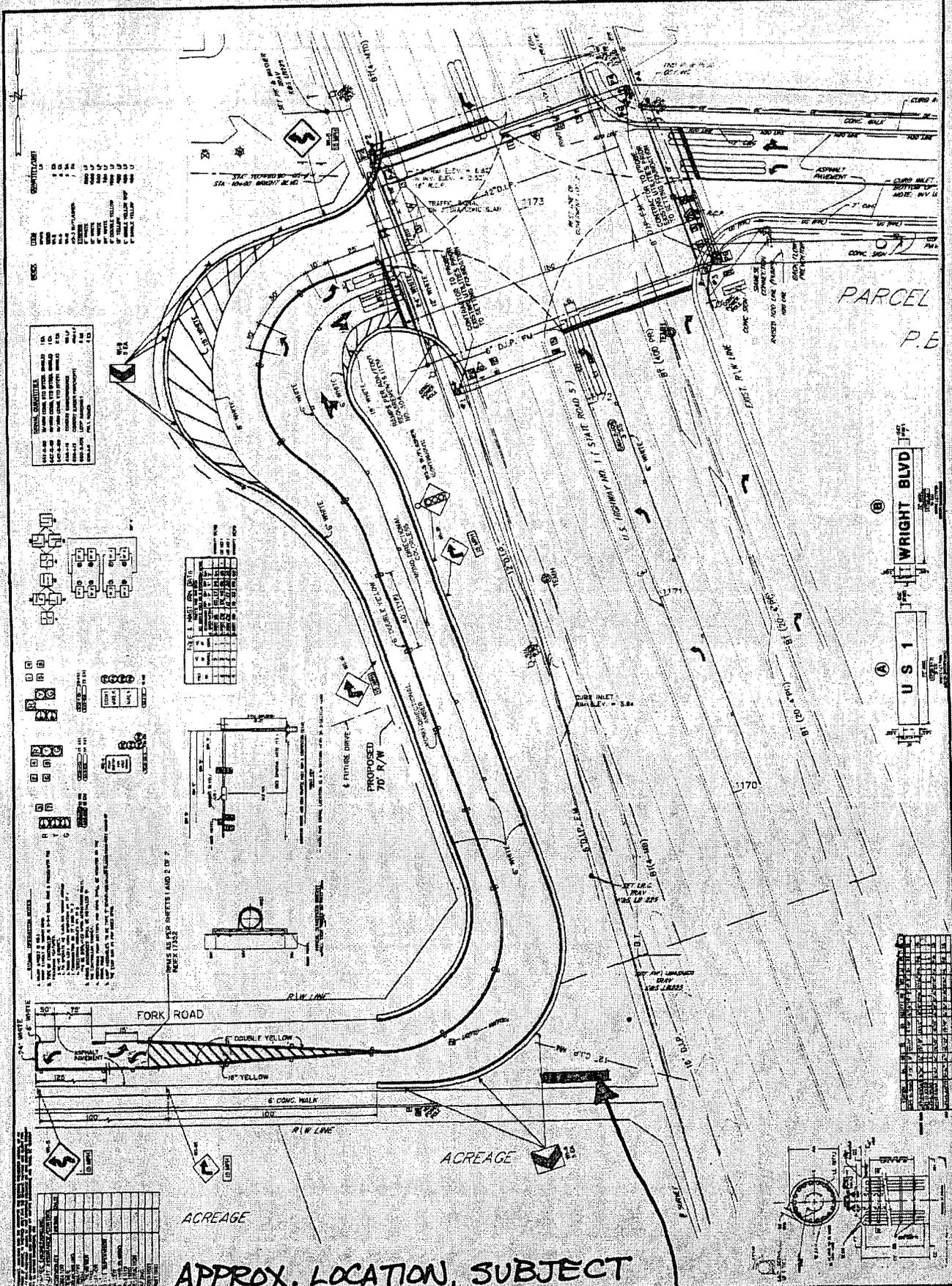
LOCATION	PANEL NO(S).	SIZE
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East side of US 1, 1.2 mile south of State Road 707A, south bound and north bound	29128 29129	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
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West side of US 1, 1.3 miles south of 76, north bound and south bound	3290 and 3291 3291	10'6x19'9 (207.375 sq. ft.) 10'6x19'9 (207.375 sq. ft.)
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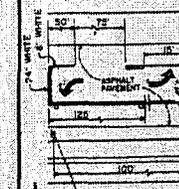
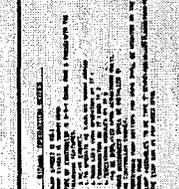
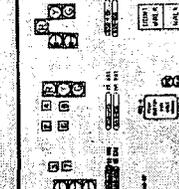
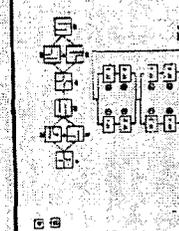


NOTES

- SEE SHEET 4 FOR SIGNAL PLAN
- SEE SHEET 4 FOR PAVEMENT MARKING
- SEE SHEET 4 FOR UTILITY LOCATIONS
- SEE SHEET 4 FOR PROPOSED R/W
- SEE SHEET 4 FOR PROPOSED DRIVE

TRAFFIC SIGNAL

NO.	DESCRIPTION
1	TRAFFIC SIGNAL
2	TRAFFIC SIGNAL
3	TRAFFIC SIGNAL
4	TRAFFIC SIGNAL
5	TRAFFIC SIGNAL
6	TRAFFIC SIGNAL
7	TRAFFIC SIGNAL
8	TRAFFIC SIGNAL
9	TRAFFIC SIGNAL
10	TRAFFIC SIGNAL



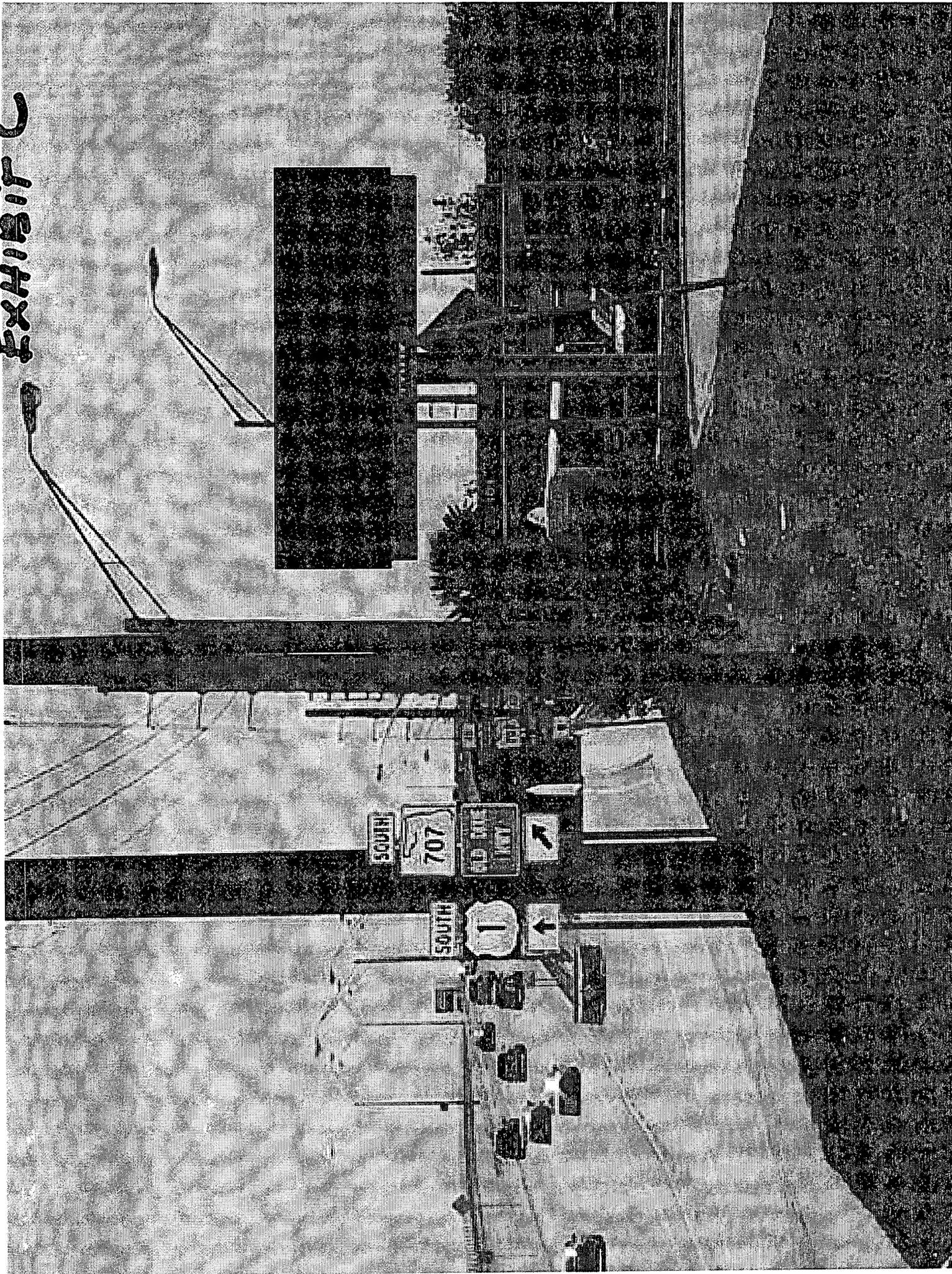
ACREAGE

NO.	DESCRIPTION	ACREAGE
1	ACREAGE	1.00
2	ACREAGE	1.00
3	ACREAGE	1.00
4	ACREAGE	1.00
5	ACREAGE	1.00
6	ACREAGE	1.00
7	ACREAGE	1.00
8	ACREAGE	1.00
9	ACREAGE	1.00
10	ACREAGE	1.00

APPROX. LOCATION, SUBJECT TO FIELD APPROVAL BY CITY

EXHIBIT B

Exhibit C



LICENSE AGREEMENT

THIS LICENSE AGREEMENT, herein after the "Agreement" is made and entered into this _____ day of April, 2007 by the **CITY OF STUART, FLORIDA**, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and **THE LAMAR COMPANY, L.L.C.**, a Louisiana Limited Liability Company, 5551 Corporate Boulevard, Baton Rouge, LA 70808, hereinafter the "Licensee."

* * *

WHEREAS, pursuant to a June 25, 2006 Settlement Agreement between the parties, approved by City of Stuart Code Enforcement Magistrate, and attached hereto as Exhibit "A", the Licensee is permitted to locate two steel monopole off-premise sign structures within the corporate limits of Stuart, Florida; and

WHEREAS, the City is the owner of certain property located within the corporate limits of Stuart, Florida, described in the site plan and location map attached hereto as Exhibit "B", and located at the northeast corner for SR-76 (SE Kanner Highway) and Monterey Road (hereinafter "Subject Property"); and

WHEREAS, the Licensee has paid all fines and costs imposed by the City of Stuart Code Enforcement Magistrate and is otherwise in full compliance with the Orders issued by the City of Stuart Code Enforcement Magistrate, all in accordance with the Settlement Agreement; and

WHEREAS, the Licensee desires to locate one of the steel monopole off-premise sign structures on the Subject Property as more fully described in the site plan and location map attached hereto as Exhibit "B".

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the city does hereby grant this license to the Licensee

to locate, construct, repair and maintain a steel monopole off-premise sign structure (hereinafter the "Sign") on the Subject Property, including the placement of necessary structures, devices, power connections, with the right of access to and egress from the Subject Property by Licensee's employees and agents, their vehicles and equipment, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.
2. As consideration to the City for the granting of this license, the Licensee shall pay to the City the sum of \$2,875.00 each month, commencing upon completion of the Sign (hereinafter "Anniversary Date"), as determined by a certificate of use issued by the City, but not later than October 1, 2007. This sum shall be paid by electronic wire transfer to the bank depository named in writing by the City, on or before the first day of each month, in advance, and shall be delinquent on the 5th day of the month. Each year thereafter, beginning on the Anniversary Date of this Agreement, the monthly license fee shall increase by 2.5 percent per year. Any fees, assessments or taxes levied against the sign and/or the footprint it occupies by shall be paid by the Licensee.
3. The initial term of this Agreement shall be 20 years from the "Anniversary Date" and maybe revoked by the City only for 1) Neglect of the Sign by the Licensee or 2) material breach of the Settlement Agreement, or of this Agreement, as determined by a court of competent jurisdiction. The terms and conditions of the Settlement Agreement attached hereto as Exhibit "A", are made a part of this Agreement as if fully set forth herein. For the purposes of this Agreement, "Neglect" shall mean the Sign shall be in a state of

disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, and if there is no Unavoidable Delay, the City may deem the Sign to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee. "Unavoidable Delay" means acts of God, acts of public enemy, riot, insurrection, war, terrorism, archeological excavations, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the National Weather Bureau based upon a five-year average preceding the date of this Agreement), strikes, labor disturbances, delays due to proceedings under Chapters 73 or 74, Florida Statutes, restoration in connection with any of the foregoing, or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement or acts of any governmental authority.

4. Following the expiration of the initial term of this Agreement, the parties hereto expressly agree that they shall negotiate in good faith for the renewal of this Agreement and, in the event a renewal agreement is not consummated, that Licensee shall have the right of first refusal under the same terms and conditions of any agreement that may be negotiated between the City and another company for the placement of a sign on the Subject Property. Licensee's right of first refusal shall expire thirty (30) days following receipt of written notice from the City to the Licensee that the City has negotiated, and intends to enter into, an agreement with another company for the placement of a sign on the

Subject Property. In the event this Agreement terminates, or is terminated for any reason whatsoever, and a renewal agreement is not executed between the parties, Licensee shall be entitled to relocate the Sign to another location within the City pursuant to the provisions of the Settlement Agreement.

5. The Sign licensed herein shall be located generally in accordance with a site design plan as shown on Exhibit "B", and shall be of a type depicted by Exhibit "C". The sign shall not exceed 35 feet in height and shall be equipped with "blindners" to insure that light pollution does not adversely impact neighboring properties. The Sign and all related structures, equipment and materials placed upon the Subject Property by the Licensee or its agent shall remain the property of Licensee and may be removed by Licensee within a reasonable time after the expiration of the initial term of this Agreement or any extension. At the termination of this Agreement, or extension, Licensee agrees to restore the surface of the Subject Property to its original condition.
6. The sign's base and support structures shall be painted a muted green, beige or other unobtrusive color acceptable to the City.
7. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.
8. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than One Million (\$1,000,000) Dollars per Individual, and Two Million (\$2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents

and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of the this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.

9. This Agreement is a grant by the City to locate the Sign in conformity with the Settlement Agreement, and shall not be recorded in the Public Records of Martin County, Florida or any other county or public jurisdiction. This Agreement is personal to the Licensee and may not be assigned without the consent of the City, which may not be unreasonably withheld.
10. Except as provided by the Settlement Agreement, the Licensee shall obtain all necessary building permits, occupational licenses and other approvals from governmental regulatory agencies required by law, so that it may install and operate the Sign, all of which shall be the property of Licensee.
11. Licensee agrees that it shall not permit advertising on the Sign that in any manner displays material reasonably deemed by the City Manager to be obscene, profane, blasphemous, pornographic, or which contains content that is patently offensive to any class protected by the U.S. and Florida Constitutions, or which contains political advertising, or which tends to incite violence, or which advertises an "adult business" as that term is defined in Stuart City Code. Licensee agrees that it shall not permit advertisement of a nature objectionable and/or detrimental to the existing business occupying the site or to the merchandise offered for sale by the existing business.

12. Notwithstanding the nature of this Agreement, the parties hereto expressly covenant and agree that Licensee has a vested interest in the Subject Property for the term provided herein; in the event of condemnation of the Subject Property, or any part thereof, the City grants to the Licensee the right to relocate the Sign on the remainder of the Subject Property adjoining the condemned property; and that Licensee shall be entitled to a full recovery from the condemning authority for damages and/or relocation cost.
13. The City expressly represents that it is the owner of the Subject Property; that it has full authority to enter into this Agreement; and that this Agreement has been authorized by a resolution duly adopted by the City Commission of the City of Stuart, Florida; any transfer of the Subject Property to a third party shall be subject to this Agreement; and the City shall so notify such third party and hold Licensee harmless from damages resulting from the City's failure to provide such notice.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

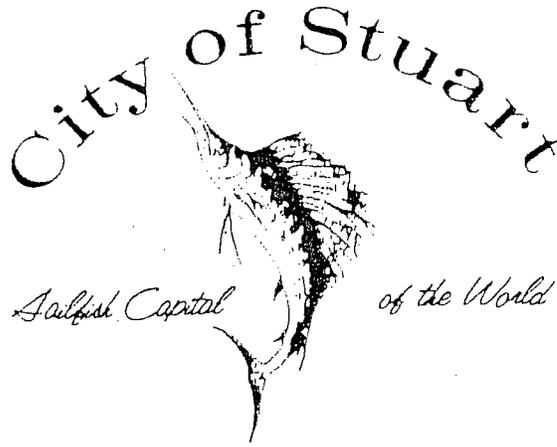
CITY:
CITY OF STUART, FLORIDA
L.L.C.

LICENSEE:
THE LAMAR COMPANY,

DAN HUDSON
City Manager

MANAGER-MEMBER

EXHIBIT A



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 62-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SETTLEMENT AGREEMENT WITH LAMAR ADVERTISING FOR THE REMOVAL OF 13 BILLBOARDS AND REPLACEMENT OF 2 ELECTORNIC BOARDS AND ACCEPTING A \$5,000 PAYMENT IN LIEU OF FINE; PROVIDING FOR EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA
that:

SECTION 1: The City Commission hereby authorizes the Mayor and City Clerk to execute a Settlement Agreement with Lamar Advertising for the removal of 13 billboards and replacement of 2 electronic boards; and accepting a \$5000 payment in lieu of fine. A copy of the Settlement Agreement is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 10th-day of April, 2006.

Resolution 62-06

Commissioner Krauskopf offered the foregoing resolution and moved its adoption.
The motion was seconded by Commissioner Mortell and upon being put to a roll call vote, the vote was as follows:

CAROL S. WAXLER, MAYOR
MARY HUTCHINSON, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MICHAEL MORTEL, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		

[Signature]
CHERYL WHITE
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

[Signature]
PAUL J. NICOLETTI
CITY ATTORNEY

[Signature]
CAROL S. WAXLER
MAYOR



ORIGINAL

**CITY OF STUART, FLORIDA
CODE ENFORCEMENT MAGISTRATE**

CITY OF STUART, FLORIDA,
Petitioner,

vs.

CASE Nos. CE 04110007, CE 04110009,
CE 04110010, CE 04110012,
CE 05110011, CE 05110030

LAMAR ADVERTISING COMPANY,
Respondent.

SETTLEMENT AGREEMENT

Petitioner, CITY OF STUART, FLORIDA, by and through its undersigned attorney and authorized public official, and Respondent, LAMAR ADVERTISING COMPANY, on behalf of all Respondents in the above cases, by and through its undersigned attorney and authorized officer, hereby jointly stipulate and agree to settle the above-referenced cases, and do hereby enter into, and execute, this Settlement Agreement for the purpose of settling all disputes existing, or which may exist, between the parties, including the pending Request for Compliance and/or code violations existing as to the Respondents who are the owners of the real properties described in **Exhibit "A"** attached hereto, and by reference made a part hereof, regarding both the off-premise sign structures which are the subject matter of the above-styled cases, and other off-premise sign structures owned by Respondent, LAMAR ADVERTISING COMPANY, which are located within the corporate limits of Stuart, Florida, and which are classified as nonconforming under the provisions of the City's Land Development Regulations, as follows:

RECITALS

1. The above-referenced cases involve off-premise sign structures owned by Respondent which were damaged as a result of hurricanes and wind damage occurring during the 2004 hurricane season and the 2005 hurricane season.

2. As a result of repair work done by Respondent on such off-premise sign structures without first obtaining permits for such repair work, Petitioner issued Requests for Compliance to Respondent, resulting in the above-referenced code enforcement cases.

3. Subsequent to the issuance of the Requests for Compliance, Petitioner and Respondent commenced settlement negotiations initially directed to the off-premise sign structures which are the subject matter of the above-referenced cases.

4. As a result of the initial negotiations between the parties relating to the off-premise sign structures which are the subject of the above-referenced cases, the parties have endeavored to address the removal of other existing off-premise sign structures owned by Respondent, within the City, which are legal nonconforming signs under the City's current Land Development Regulations.

5. The intent and purpose of this Settlement Agreement is to effectuate the removal of all existing nonconforming off-premise signs structures owned by Respondent which are located within the corporate limits of the City of Stuart, Florida, in return for, and as consideration for such removal, the issuance by Petitioner to Respondent of permits for the construction of two steel monopole off-premise sign structures as hereinafter provided.

COVENANTS AND CONDITIONS

6. The foregoing recitals and other precatory language expressed above are incorporated in, and made a part of, the covenants and conditions of this Settlement Agreement.

7. The Respondent, LAMAR ADVERTISING COMPANY represents and covenants that it has full contractual authority to remove the sign structures covered by this Agreement; or that it has obtained full authority from the owners of all the real property mentioned herein,

and from all other Respondents to the cases herein, to enter into this Settlement Agreement, and that all such owners and Respondents are fully cognizant of the terms and conditions expressed herein.

8. Respondent agrees to remove, within ninety (90) days following the issuance of the first of the two permits required under paragraph 11 of this Agreement, the off-premise sign structures involved in the above-referenced code enforcement proceedings, specifically identified and described as follows:

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 3000 feet East of US 1, eastbound and west bound	29189 and 29190	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 700 feet of Wright north of Stuart, south bound	29192	10'6x32 (336 sq. ft.)
West side of US 1 at State Road 707, north bound and south bound	29132 and 29133 and 29134 and 29135	12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.)
South side of County Road 714, .3 miles east of State Road 76 west bound and east bound	29140 and 29141	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
South side of County Road 707A, 3300 feet east of US 1, west bound and east bound	29258 and 29259 and 29189 and 29190 and	10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
South side of County Road 707A, 2700 feet east of US 1, west bound and east bound	29256 and 29257	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)

Removal of the foregoing off-premise sign structures by Respondent is: (i) done without admission of any wrongdoing, fault, or liability on the part of Respondent; (2) voluntarily agreed to by Respondent, notwithstanding the rights Respondent may have under Section 479.15(2), Fla. Stat., Section 70.20, Fla. Stat., and other related statutes and regulations

regarding the regulation of off-premise signs within the State of Florida and, (iii) for the specific purpose of, and as part of, the global settlement between the parties as to all issues regarding off-premise signs owned by Respondent within the corporate limits of Stuart, Florida, as contained in this Settlement Agreement.

9. Respondent agrees to remove, within ninety (90) days following the issuance of the second of the two permits required under paragraph 11 of this Agreement, seven off-premise signs which are not involved in any existing disputes between the parties, which are owned by Respondent and located within the corporate limits of Stuart, Florida, as follows:

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 2400 feet east of US 1, west bound and east bound	1637 and 1638	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 1.3 miles south of 707A, north bound	29127	10'6x32 (336 sq. ft.)
East side of US 1, 1.2 mile south of State Road 707A, south bound and north bound	29128 29129	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
East side of US 1, opposite River Shores(north of Stuart), north bound	1536	10'6x32 (336 sq. ft.)
East side of US 1, opposite North River Boulevard (north of Stuart), south bound	1984	10x32 (320 sq. ft.)
East side of US 1, 1500 feet north of Wright (north of Stuart), south bound	29193	10'6x32 (336 sq. ft.)
West side of US 1, 1.3 miles south of 76, north bound and south bound	3290 and 3291 3291	10'6x19'9 (207.375 sq. ft.) 10'6x19'9 (207.375 sq. ft.)

Removal of the foregoing seven off-premise sign structures by Respondent, classified as legal nonconforming signs under the City's Land Development Regulations, is: (i) being done by Respondent without admission of any wrongdoing, fault or liability on the part of Respondent; (ii) voluntarily agreed to by Respondent, notwithstanding Respondent's rights under Section

479.15(2), Fla. Stat., Section 70.20, Fla. Stat., and other applicable statutes and regulations regarding regulation of off-premise signs within the State of Florida and, (iii) for the purpose of, and as part of, the global settlement between the parties as to all issues regarding off-premise signs owned by Respondent within the corporate limits of Stuart, Florida, as contained in this Settlement Agreement.

10. As additional consideration for the issuance of the permits to Respondent for the construction of two steel monopole off-premise structures, as hereinafter provided, Respondent covenants and agrees that it will not seek judicial relief or otherwise challenge the current sign regulations contained in the Land Development Code of Stuart, Florida. In lieu of a fine, and without admission of any wrongdoing, fault or liability on the part of Respondent, the Respondent nonetheless agrees to make a payment to the City in the amount of \$5,000.00 to compensate the City for handling these cases. Said payment shall be made to the City on or before ten (10) days from the rendering of a Magistrate's Order approving this Agreement.

11. Following execution of this Settlement Agreement by the respective parties, and upon its approval by Order of the Magistrate, and upon submission of a properly filed permit application consistent with the provisions hereof, the Petitioner agrees to issue to Respondent all permits necessary or required for the construction of two steel monopole off-premise sign structures, to be located upon properties zoned for commercial (B-1, B-2, B-4 Districts only) or industrial uses within the corporate limits of Stuart, Florida, but only as provided in Exhibit "B." Each of the two steel monopole off-premise sign structures shall be constructed in accordance with the Florida Building Code, and to the extent not inconsistent with the provisions hereof the City's Land Development Code, and shall further be subject to the following restrictions:

- a. each structure may display two sign facings of a size not exceeding 378 square feet.
- b. each sign facing may display advertising messages that may be changed at intervals by electronic or mechanical process or by remote control, provided such facings

meet the following conditions: (1) has a static display lasting no less than six seconds, (2) achieves a message change with all moving parts or illumination moving or changing simultaneously over a period of three seconds or less, (3) does not display any illumination that moves, appears to move or changes in intensity during the static display period, and (4) does not display any illumination that is so intense that it causes a distraction hazard to motorists on adjacent roadways, or allows light spillage into adjacent properties, or in any way presents a nuisance to adjacent properties. One or more of the facings shall be made available to the City from time to time for the purpose of displaying public service messages or amber alerts.

c. in order to achieve positive aesthetic appearances, each structure shall be built in a manner compliant with the type of architectural design of one of the Approved Construction Design Examples attached hereto as Composite Exhibit "C."

d. Each monopole structure shall be erected only to such height as is reasonably necessary to achieve clear visibility to the facings displayed on such monopole structure, but in no event shall a structure be higher than 45 feet.

e. Each structure, and the sign facings displayed thereon, shall comply with applicable state statutes and state regulations.

12. Petitioner expressly acknowledges and agrees that the removal of the existing nonconforming off-premise sign structures owned by Lamar within the City consisting of thirteen wooden structures, displaying twenty-three (23) advertising panels substantially advances the aesthetic interests of the City as to the regulation of signage and is beneficial to the health, safety and welfare of the citizens of Stuart, Florida. Petitioner further acknowledges and agrees that replacing the thirteen (13) wooden structures with two monopole structures represents a significant advancement in the aesthetic quality and appearance of off-premise advertising structures within the City, are to be constructed in compliance with the provisions of the Florida Building Code, and thereby further advances the health, safety and welfare of the citizens of Stuart, Florida. Each of the parties hereto expressly acknowledge and agree that the consideration each is to receive from the other

hereunder is considerable and significant, without which neither party to this Agreement would become signatory hereto.

13. Following execution of this Settlement Agreement by the respective parties, and an Order approving the Settlement Agreement issued by the Magistrate, Petitioner shall dismiss, or cause the dismissal of, the above-referenced cases.

14. This Settlement Agreement is subject to review and approval by the City Commission and shall not become binding upon either party hereto until approved by the City Commission, and an appropriate order by the Magistrate. By execution hereof the City Commission expressly acknowledges, covenants and agrees that it has been fully advised by counsel of its own choosing as to all aspects and provisions of this Settlement Agreement, that it has full authority to enter into and execute this Agreement and that the City has full authority to issue the permits required hereunder. 15. Respondent by execution hereof expressly acknowledges covenants and agrees that it has full authority to execute this Settlement Agreement and full authority to perform the obligations imposed upon it hereunder.

16. Each party shall be responsible for paying its own attorney's fees and costs incurred in this proceeding.

17. In the event Respondent fails or refuses to remove the thirteen off-premise outdoor advertising structures as required in paragraphs 8 and 9 hereof, Petitioner may remove, or cause the removal of, such off-premise outdoor advertising structures, the cost of such removal to be assessed against and paid by the Respondent.

18. In the event of any litigation regarding this Agreement or any matter contemplated herein, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party, its reasonable attorney's fees and costs, whether incurred during negotiations, preparation, at trial, or upon appeal.

19. The parties hereto understand and agree that the covenants and considerations set forth in this Settlement Agreement contain the entire agreement and the whole consideration between them with regard to the matters set forth herein, and that this

Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed on this 25 day of June, 2006 by their respective officers, therein duly authorized.

WITNESSES:

LAMAR ADVERTISING COMPANY

[Signature]

[Signature]

Printed Name: Dave Henry

BY: Jim Mashas

[Signature]

ITS: VPI CM

Printed Name: JACK LEWELLYN

CITY OF STUART, FLORIDA

[Signature]

[Signature]

Printed Name: Cheryl White

BY: CAROL S. WAXLER, Mayor

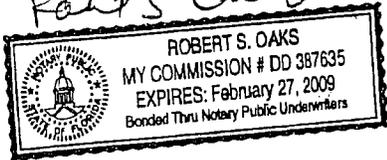
[Signature]



Printed Name: PAUL J. NICOLETTI

APPROVED AS TO FORM AND CONTENT
City Clerk

[Signature]



BY: *[Signature]*
Paul J. Nicoletti, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTIONS OF ALL THE PROPERTIES

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 3000 feet East of US 1, eastbound and west bound	29189 and 29190	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 700 feet of Wright north of Stuart, south bound	29192	10'6x32 (336 sq. ft.)
West side of US 1 at State Road 707, north bound and south bound	29132 and 29133 and 29134 and 29135	12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.)
South side of County Road 714, .3 miles east of State Road 76 west bound and east bound	29140 and 29141	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
South side of County Road 707A, 3300 feet east of US 1, west bound and east bound	29258 and 29259 and 29189 and 29190 and	10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
South side of County Road 707A, 2700 feet east of US 1, west bound and east bound	29256 and 29257	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)

EXHIBIT "A"

LEGAL DESCRIPTIONS OF ALL THE PROPERTIES (continued)

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 2400 feet east of US 1, west bound and east bound	1637 and 1638	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 1.3 miles south of 707A, north bound	29127	10'6x32 (336 sq. ft.)
East side of US 1, 1.2 mile south of State Road 707A, south bound and north bound	29128 29129	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
East side of US 1, opposite River Shores(north of Stuart), north bound	1536	10'6x32 (336 sq. ft.)
East side of US 1, opposite North River Boulevard (north of Stuart), south bound	1984	10x32 (320 sq. ft.)
East side of US 1, 1500 feet north of Wright (north of Stuart), south bound	29193	10'6x32 (336 sq. ft.)
West side of US 1, 1.3 miles south of 76, north bound and south bound	3290 and 3291 3291	10'6x19'9 (207.375 sq. ft.) 10'6x19'9 (207.375 sq. ft.)
	-	
	-	
	-	
	-	
	-	
	-	
	-	

EXHIBIT "B"

AREAS WHERE THE TWO (2) MONOPOLE SIGNS MAY BE PLACED

1. U.S.1/S.R.5, north of the Roosevelt Bridge for ¼ mile, and south of Indian Street only.
2. As otherwise mutually agreed upon by the Respondent and the City from time to time, in writing.

The above was approved by the City Commission on April 10, 2006, and subsequently accepted by Lamar Advertising Company.

LAMAR ADVERTISING CO.

By: _____

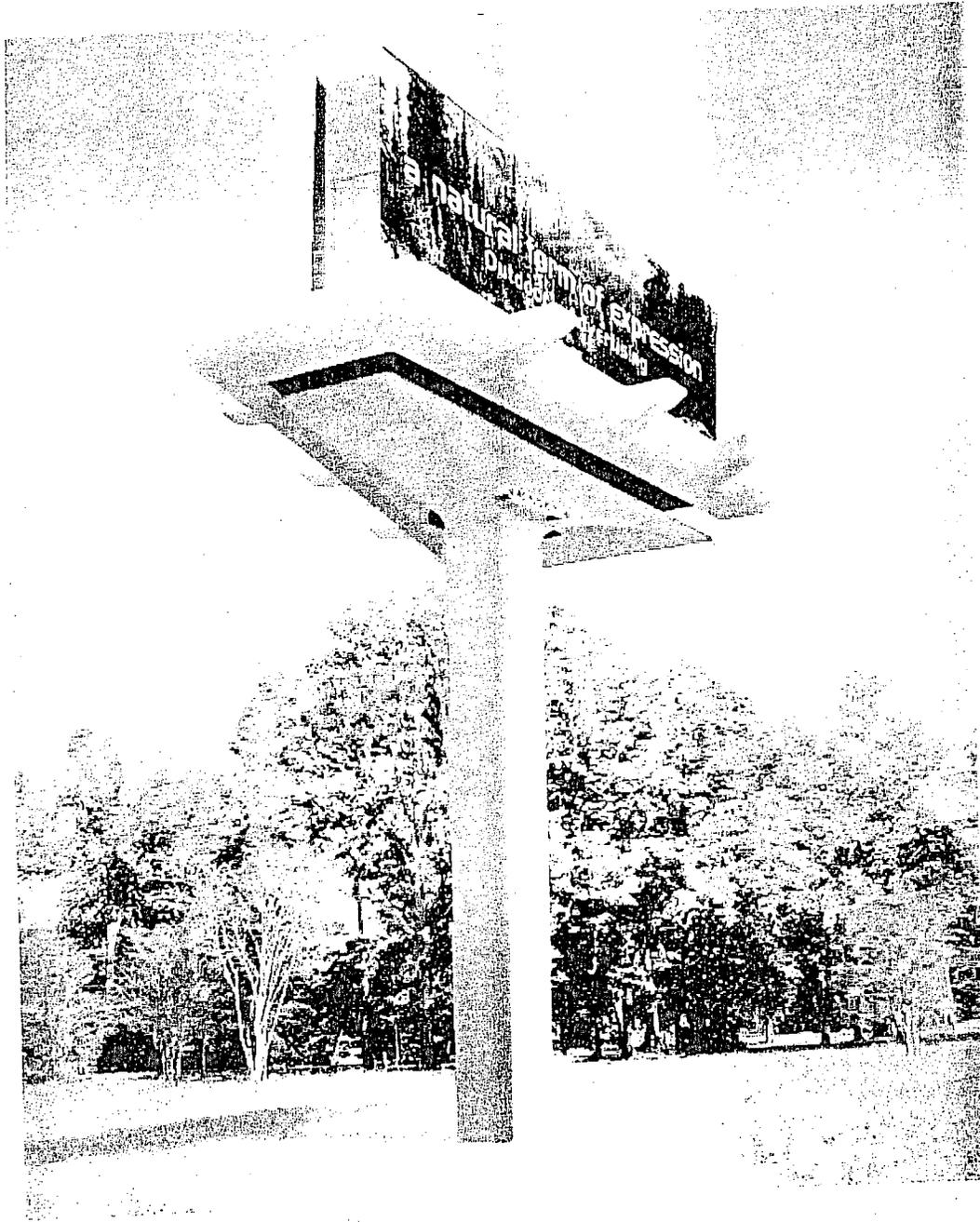
Its _____

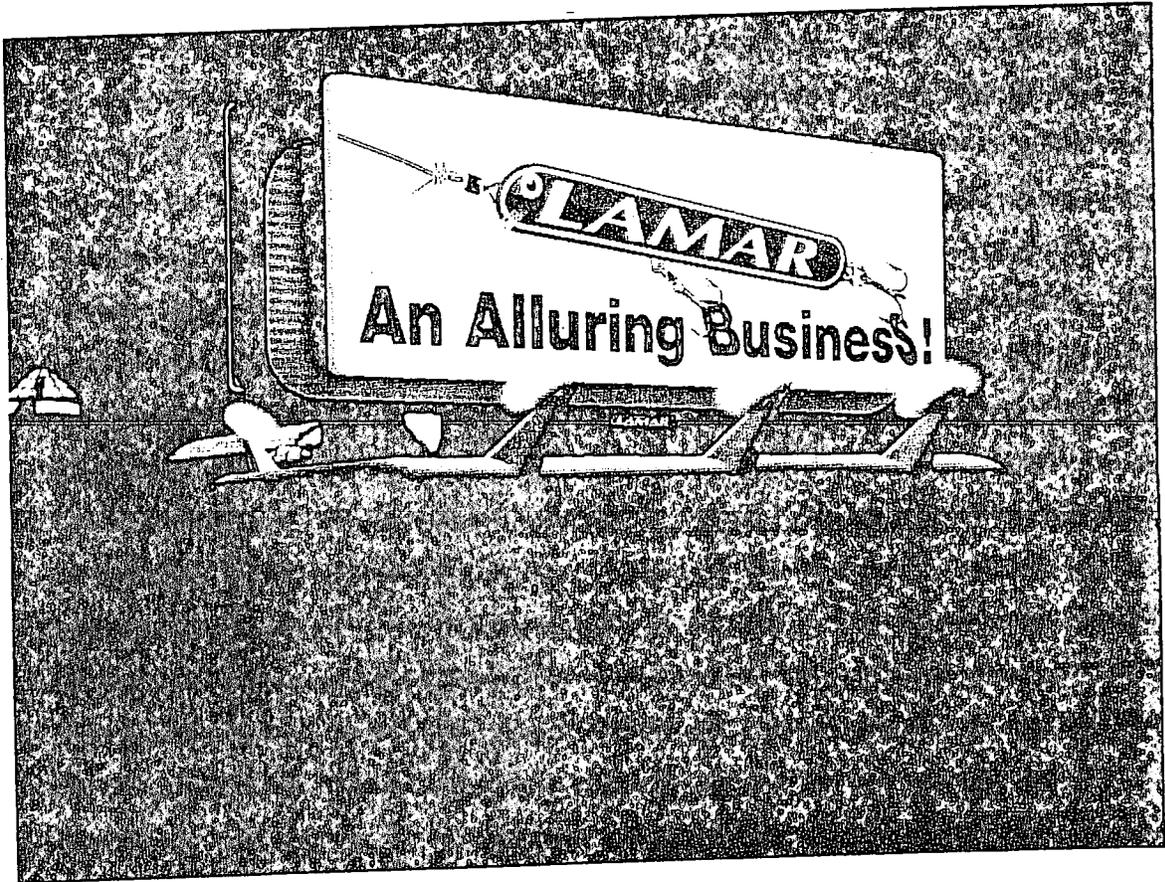
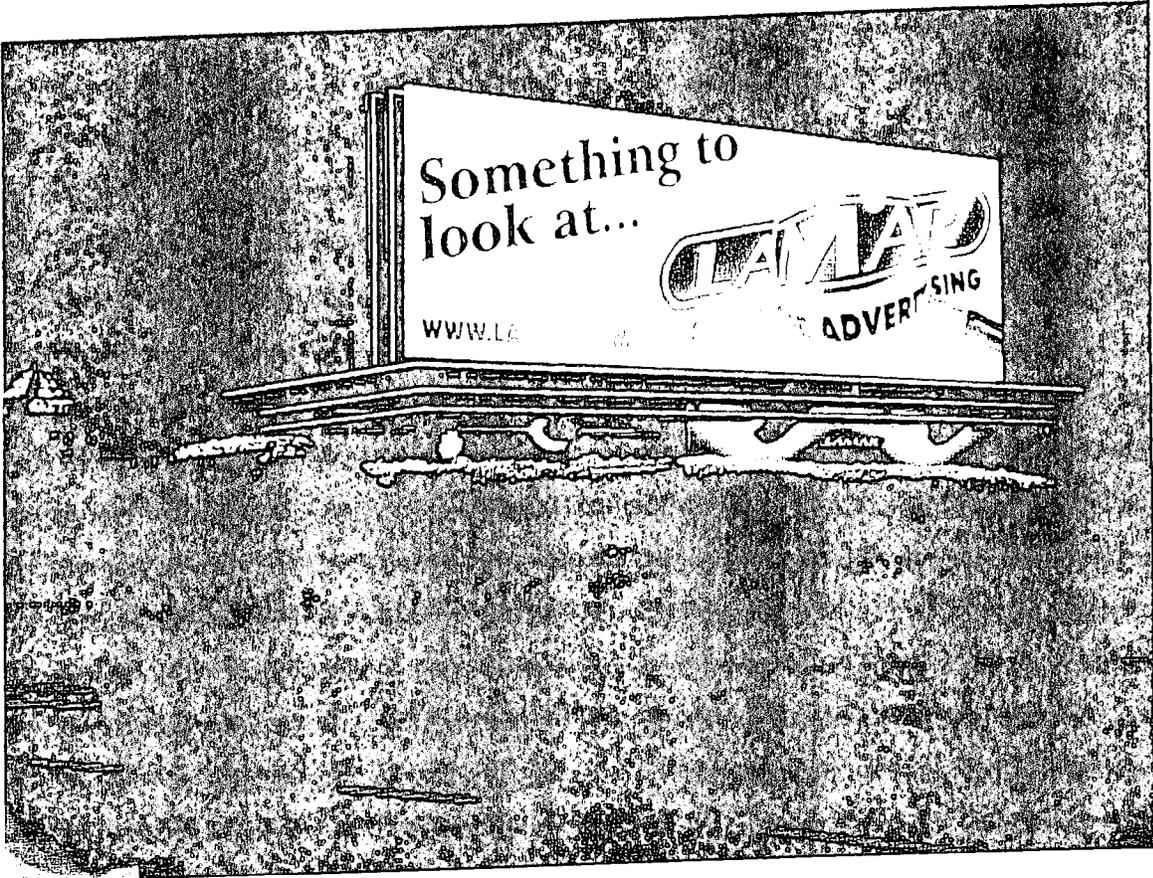
CITY OF STUART, FLORIDA

By: _____

Carol S. Waxler, Mayor

COMPOSITE EXHIBIT "C"
APPROVED CONSTRUCTION DESIGN EXAMPLES





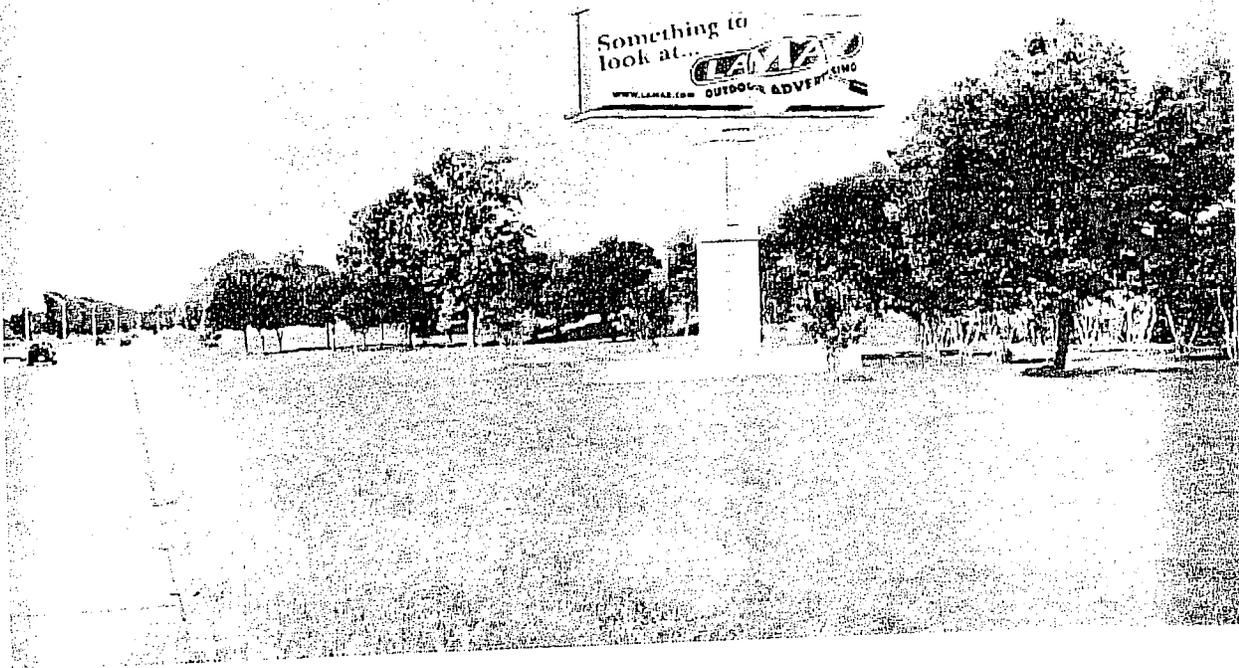
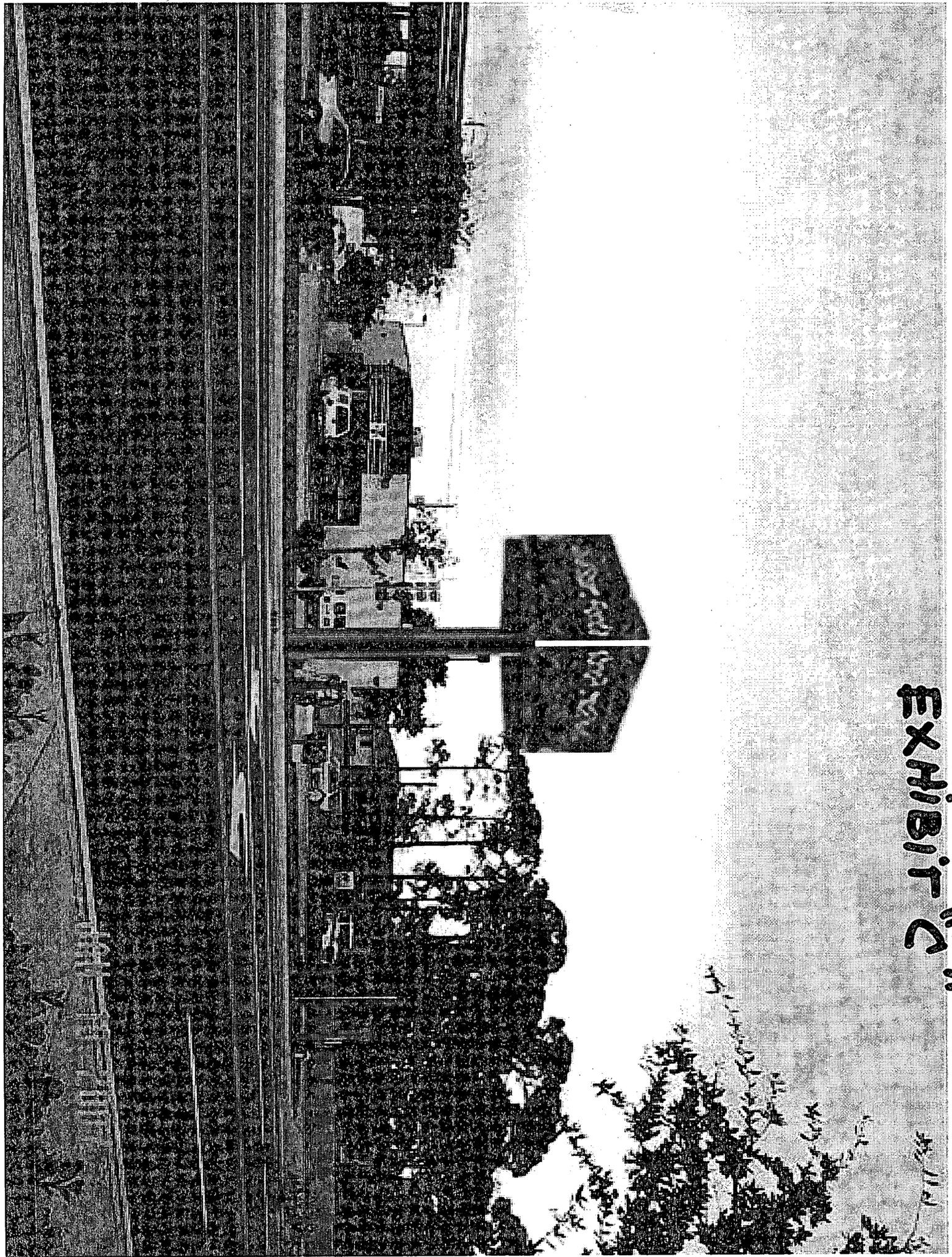




EXHIBIT "C"



White, Cherie

From: Nicoletti, Paul
Sent: Wednesday, October 03, 2007 9:41 AM
To: White, Cherie
Subject: RE: Lamar License Agr

Cherie:

We discovered that the Florida Communities Trust (FL DCA) has an encumbrance on the land that both Lamar and the City wanted to use. As a result, we are now looking for other land to located the sign on. We are still working with Lamar, but have not finalized anything. Can you figure out why the print on this replay is in yellow?

Paul

LAMAR

From: White, Cherie
Sent: Wednesday, October 03, 2007 9:25 AM
To: Nicoletti, Paul
Subject: Lamar License Agr

Paul what is happening with this?

Cheryl White, CMC, City Clerk

www.cityofstuart.com

Please Note: Florida has a broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

10/3/2007

Need Orig. All
Amended

4

**Stuart City Commission
Agenda Item Request**

Meeting date: April 9, 2007

Prepared by: T. O'Neil

Title of Item: Resolution Number 32--07. Approval of two license agreements with The Lamar Company, LLC allowing for the installation of a steel mono-pole off-premise sign on City-controlled right-of-way just north of the Roosevelt Bridge at North Fork Road and Wright Boulevard and on City-owned property at the northeast corner of SR-76 and Monterey Road; as provided for by a June 2005 Code Enforcement Settlement Agreement. (Item postponed from February 26, 2007)

Background:

Upon notification by Lamar of its intention to forego locating its north Stuart mono-pole sign on city-owned property near Baker Road in favor of a privately owned site near the base of the Roosevelt Bridge, this item was postponed by the Commission. Meanwhile, staff has determined that city-controlled right-of-way at North Fork Road and the Wright Boulevard Extension will accommodate Lamar's sign. The company has agreed to this new location. The north US-1 license agreement contained in the original agenda item has been amended accordingly. (Note: Lemar has been asked to prepare a photo-overlay depicting the north sign. This exhibit was not yet available at the time of agenda preparation. It will be distributed to Commissioners as soon as it is received).

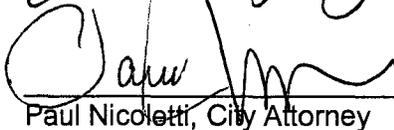
Attached documents:

- February 26, 2007 agenda item
- Resolution number 32--07

Recommended action: Approval, conditioned upon final authorization by the City Magistrate to locate the SR-76 sign.


Terry Iverson, Purchasing Manager

Date: 4-4-07


Paul Nicoletti, City Attorney

Date: 4-3-07


Dan Hudson, City Manager

Date: 4/3/07

Stuart City Commission
Agenda Item Request

Meeting date: February 26, 2007

Prepared by: T. O'Neil

Title of Item: Resolution Number 32--07. Approval of (2) two license agreements with The Lamar Company, LLC allowing for the installation of a steel mono-pole off-premise sign on City-owned property at US-1 near Baker Road and on City-owned property at the northeast corner of SR-76 and Monterey Road; as provided for by a June 2005 Code Enforcement Settlement Agreement.

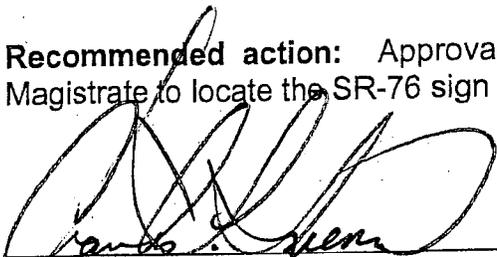
Background:

Under terms of a June, 2005 code enforcement settlement agreement, The Lamar Company agreed to dismantle all (13) thirteen of its billboard signs (26 sign faces) located within the City limits in exchange for the go-ahead to erect two electronic steel mono-pole off-premise signs. The attached 20-year agreements allow Lamar to erect a sign on City property fronting US-1 just south of Baker Road and another on City property at the northeast corner of SR-76 and Monterey Road (the 7-Eleven site). The north sign will be located on a previously cleared portion of the Haney Creek Preserve just off the US-1 right-of-way. The SR-76 sign will be placed in a landscaped area along the site's Monterey Road axis.

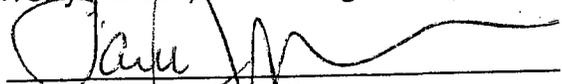
Attached documents:

- Resolution number 32--07

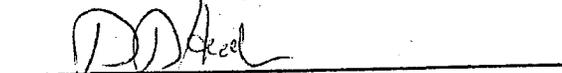
Recommended action: Approval, conditioned upon: (1) authorization by the City Magistrate to locate the SR-76 sign and (2) final approval by 7-Eleven.


Terry Iverson, Purchasing Manager

Date: 2/26/07


Paul Nicoletti, City Attorney

Date: 2-20-07


Dan Hudson, City Manager

Date: 2/20/07

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 32-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE (2) TWO LICENSES AGREEMENTS BETWEEN THE CITY OF STUART AND THE LAMAR COMPANY ALLOWING FOR THE INSTALATION OF A STEEL MONOPOLE SIGN ON CITY-CONTROLLED RIGHT-OF-WAY AT NORTH FORK ROAD AND THE WRIGHT BOULEVARD EXTENSION ~~CITY-OWNED PROPERTY ON NORTH US-1 NEAR BAKER ROAD~~ AND AT THE NORTHEAST CORNER OF SR-76 AND MONTEREY ROAD IN ACCORDANCE WITH A JUNE 2005 CODE ENFORCEMENT SETTLEMENT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

Section 1: The City Manager is hereby authorized to execute (2) two license agreements (Exhibits "A" & "B" attached) with The Lamar Company, LLC to locate a steel monopole sign on ~~City-owned property on north US-1 near Baker Road~~ City-controlled right-of way at North Fork Road and the Wright Boulevard Extension and city-owned property at the northeast corner of SR-76 and Monterey Road. A copy of each license agreement is on file in the office of the City Clerk.

Section 2: This resolution shall take effect upon adoption.

Res. 32-07

ADOPTED this day of , 2007.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a

roll call vote, the vote was as follows:

MARY HUTCHINSON, MAYOR
JEFFREY KRAUSKOPF, VICE-MAYOR
CAROL WAXLER, COMMISSIONER
MICHAEL MORTELL, COMMISSIONER
JAMES A. CHRISTIE, COMMISSIONER

YES	NO	ABSENT

ATTEST:

CHERYL WHITE
CITY CLERK

MARY L. HUTCHINSON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
CITY ATTORNEY

"EXHIBIT A"

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, hereinafter the "Agreement" is made and entered into this _____ day of _____, 2007 by the **CITY OF STUART, FLORIDA**, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and **THE LAMAR COMPANY, L.L.C.**, a Louisiana Limited Liability Company, 5551 Corporate Boulevard, Baton Rouge, LA 70808, hereinafter the "Licensee."

* * *

WHEREAS, pursuant to a June 25, 2006 Settlement Agreement between the parties, approved by City of Stuart Code Enforcement Magistrate, and attached hereto as **Exhibit "A"**, the Licensee is permitted to locate two steel monopole off-premise sign structures within the corporate limits of Stuart, Florida; and

WHEREAS, the City ~~is the owner of certain property~~ controls certain right-of-way located within the corporate limits of Stuart, Florida, described in the site plan and location map attached hereto as **Exhibit "B"**, and located ~~on the east side of U.S. Highway 1 approximately 200 feet south of the Baker Road intersection~~ at North Fork Road and the Wright Boulevard Extension (hereinafter "Subject Property"); and

WHEREAS, the Licensee has paid all fines and costs imposed by the City of Stuart Code Enforcement Magistrate and is otherwise in full compliance with the Orders issued by the City of Stuart Code Enforcement Magistrate, all in accordance with the Settlement Agreement; and

WHEREAS, the Licensee desires to locate one of the steel monopole off-premise sign structures at the northeast corner of the Subject Property as more fully described in the site plan and location map attached hereto as **Exhibit "B"**.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, **THE CITY DOES HEREBY GRANT THIS LICENSE** to the Licensee to locate, construct, repair and maintain a steel monopole off-premise sign structure (hereinafter the "Sign") on the Subject Property, including the placement of necessary structures, devices, power connections, with the right of access to and egress from the Subject Property by Licensee's employees and agents, their vehicles and equipment, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.
2. As consideration to the City for the granting of this license, the Licensee shall pay to the City the sum of \$2,875.00 \$ 2,875.⁰⁰ each month, commencing upon completion of the Sign (hereinafter "Anniversary Date"), as determined by a certificate of use issued by the City, but not later than October 1, 2007. This sum shall be paid by electronic wire transfer to the bank depository named in writing by the City, on or before the first day of each month, in advance, and shall be delinquent on the 5th day of the month. Each year thereafter, beginning on the Anniversary Date of this Agreement, the monthly license fee shall increase by 3% 2.5% per year, ~~however, at the beginning of year 10 of this Agreement either party may seek a reasonable change in the 3% escalator based upon market conditions or synchronization with the Consumer Price Index, for urbanized areas within the defined southern US region ("CPI-U South Region") published by the Bureau of Labor Statistics, U.S. Department of Labor. If the parties are unable to agree, either party may cancel the Agreement at the end of the 10th year.~~ Any fees, assessments or taxes levied against the sign and/or the footprint it occupies by shall be paid by the Licensee.
3. The initial term of this Agreement shall be 20 years from the "Anniversary Date" and maybe revoked by the City only for 1) Neglect of the Sign by the

Licensee or 2) material breach of the Settlement Agreement, or of this Agreement, as determined by a court of competent jurisdiction. The terms and conditions of the Settlement Agreement attached hereto as Exhibit "A", are made a part of this Agreement as if fully set forth herein. For the purposes of this Agreement, "Neglect" shall mean the Sign shall be in a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, and if there is no Unavoidable Delay, the City may deem the Sign to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee. "Unavoidable Delay" means acts of God, acts of public enemy, riot, insurrection, war, terrorism, archeological excavations, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the National Weather Bureau based upon a five-year average preceding the date of this Agreement), strikes, labor disturbances, delays due to proceedings under Chapters 73 or 74, Florida Statutes, restoration in connection with any of the foregoing, or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement or acts of any governmental authority.

4. Following the expiration of the initial term of this Agreement, the parties hereto expressly agree that they shall negotiate in good faith for the renewal of this Agreement and, in the event a renewal agreement is not consummated, that Licensee shall have the right of first refusal under the same terms and conditions of any agreement that may be negotiated between the City and another company for the placement of a sign on the Subject Property. Licensee's right of first refusal shall expire thirty (30) days

following receipt of written notice from the City to the Licensee that the City has negotiated, and intends to enter into, an agreement with another company for the placement of a sign on the Subject Property. In the event this Agreement terminates, or is terminated for any reason whatsoever, and a renewal agreement is not executed between the parties, Licensee shall be entitled to relocate the Sign to another location within the City pursuant to the provisions of the Settlement Agreement.

- ~~5. Licensee shall remove all exotic vegetation within a fifty (50) foot radius of the Sign and shall replant the area with low rise native vegetation of a type reasonably acceptable to the City Development Director, and shall thereafter provide reasonable maintenance of said vegetation during the term of this License, if requested by the City.~~
6. The Sign licensed herein shall be located generally in accordance with a site design plan as shown on Exhibit "B", and shall be of a size and type depicted by **Exhibit "C"**. The Sign and all related structures, equipment and materials placed upon the Subject Property by the Licensee or its agent shall remain the property of Licensee and may be removed by Licensee within a reasonable time after the expiration of the initial term of this Agreement or any extension. At the termination of this Agreement, or extension, Licensee agrees to restore the surface of the Subject Property to its original condition.
7. The sign's base and support structures shall be painted a muted green, beige or other unobtrusive color acceptable to the City.
- ~~8. Licensee shall install an access gate, reasonably acceptable to the City, in the existing fence, which shall be in close proximity to the Sign. The gate shall remain locked at all times, except when being accessed by the City or by the Licensee. A key to the gate shall be provided by the Licensee to the~~

~~City of Stuart Public Works Department, Fire/EMS Department and Police Department.~~

9. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.
10. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than One Million (\$1,000,000) Dollars per Individual, and Two Million (\$2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of the this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.
11. This Agreement is a grant by the City to locate the Sign in conformity with the Settlement Agreement, and shall not be recorded in the Public Records of Martin County, Florida or any other county or public jurisdiction. This Agreement is personal to the Licensee and may not be assigned without the consent of the City, which may not be unreasonably withheld.
12. Except as provided by the Settlement Agreement, the Licensee shall obtain all necessary building permits, occupational licenses and other approvals from governmental regulatory agencies required by law, so that it may install and operate the Sign, all of which shall be the property of Licensee.
13. Licensee agrees that it shall not permit advertising on the Sign that in any manner displays material reasonably deemed by the City Manager to be

obscene, profane, blasphemous, pornographic, or which contains content that is patently offensive to any class protected by the U.S. and Florida Constitutions, or which contains political advertising, or which tends to incite violence, or which advertises an "adult business" as that term is defined in Stuart City Code.

14. Notwithstanding the nature of this Agreement, the parties hereto expressly covenant and agree that Licensee has a vested interest in the Subject Property for the term provided herein; in the event of condemnation of the Subject Property, or any part thereof, the City grants to the Licensee the right to relocate the Sign on the remainder of the Subject Property adjoining the condemned property; and that Licensee shall be entitled to a full recovery from the condemning authority for damages and/or relocation cost.

15. The City expressly represents that it is the owner of the Subject Property; that it has full authority to enter into this Agreement; and that this Agreement has been authorized by a resolution duly adopted by the City Commission of the City of Stuart, Florida; any transfer of the Subject Property to a third party shall be subject to this Agreement; and the City shall so notify such third party and hold Licensee harmless from damages resulting from the City's failure to provide such notice.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

CITY:
CITY OF STUART, FLORIDA

LICENSEE:
THE LAMAR COMPANY, L.L.C.

DAN HUDSON
City Manager

MANAGER-MEMBER

EXHIBIT A



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 62-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SETTLEMENT AGREEMENT WITH LAMAR ADVERTISING FOR THE REMOVAL OF 13 BILLBOARDS AND REPLACEMENT OF 2 ELECTRONIC BOARDS AND ACCEPTING A \$5,000 PAYMENT IN LIEU OF FINE; PROVIDING FOR EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission hereby authorizes the Mayor and City Clerk to execute a Settlement Agreement with Lamar Advertising for the removal of 13 billboards and replacement of 2 electronic boards; and accepting a \$5000 payment in lieu of fine. A copy of the Settlement Agreement is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 10th day of April, 2006.

Resolution 62-06

Commissioner Krauskopf offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner Mortell and upon being put to a

roll call vote, the vote was as follows:

CAROL S. WAXLER, MAYOR
MARY HUTCHINSON, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MICHAEL MORTEL, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		

[Signature]
CHERYL WHITE
CITY CLERK

[Signature]
CAROL S. WAXLER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:
[Signature]
PAUL J. NICOLETTI
CITY ATTORNEY



ORIGINAL

CITY OF STUART, FLORIDA
CODE ENFORCEMENT MAGISTRATE

CITY OF STUART, FLORIDA,
Petitioner,

vs.

CASE Nos. CE 04110007, CE 04110009,
CE 04110010, CE 04110012,
CE 05110011, CE 05110030

LAMAR ADVERTISING COMPANY,
Respondent.

SETTLEMENT AGREEMENT

Petitioner, CITY OF STUART, FLORIDA, by and through its undersigned attorney and authorized public official, and Respondent, LAMAR ADVERTISING COMPANY, on behalf of all Respondents in the above cases, by and through its undersigned attorney and authorized officer, hereby jointly stipulate and agree to settle the above-referenced cases, and do hereby enter into, and execute, this Settlement Agreement for the purpose of settling all disputes existing, or which may exist, between the parties, including the pending Request for Compliance and/or code violations existing as to the Respondents who are the owners of the real properties described in **Exhibit "A"** attached hereto, and by reference made a part hereof, regarding both the off-premise sign structures which are the subject matter of the above-styled cases, and other off-premise sign structures owned by Respondent, LAMAR ADVERTISING COMPANY, which are located within the corporate limits of Stuart, Florida, and which are classified as nonconforming under the provisions of the City's Land Development Regulations, as follows:

RECITALS

1. The above-referenced cases involve off-premise sign structures owned by Respondent which were damaged as a result of hurricanes and wind damage occurring during the 2004 hurricane season and the 2005 hurricane season.

2. As a result of repair work done by Respondent on such off-premise sign structures without first obtaining permits for such repair work, Petitioner issued Requests for Compliance to Respondent, resulting in the above-referenced code enforcement cases.

3. Subsequent to the issuance of the Requests for Compliance, Petitioner and Respondent commenced settlement negotiations initially directed to the off-premise sign structures which are the subject matter of the above-referenced cases.

4. As a result of the initial negotiations between the parties relating to the off-premise sign structures which are the subject of the above-referenced cases, the parties have endeavored to address the removal of other existing off-premise sign structures owned by Respondent, within the City, which are legal nonconforming signs under the City's current Land Development Regulations.

5. The intent and purpose of this Settlement Agreement is to effectuate the removal of all existing nonconforming off-premise signs structures owned by Respondent which are located within the corporate limits of the City of Stuart, Florida, in return for, and as consideration for such removal, the issuance by Petitioner to Respondent of permits for the construction of two steel monopole off-premise sign structures as hereinafter provided.

COVENANTS AND CONDITIONS

6. The foregoing recitals and other precatory language expressed above are incorporated in, and made a part of, the covenants and conditions of this Settlement Agreement.

7. The Respondent, LAMAR ADVERTISING COMPANY represents and covenants that it has full contractual authority to remove the sign structures covered by this Agreement; or that it has obtained full authority from the owners of all the real property mentioned herein,

and from all other Respondents to the cases herein, to enter into this Settlement Agreement, and that all such owners and Respondents are fully cognizant of the terms and conditions expressed herein.

8. Respondent agrees to remove, within ninety (90) days following the issuance of the first of the two permits required under paragraph 11 of this Agreement, the off-premise sign structures involved in the above-referenced code enforcement proceedings, specifically identified and described as follows:

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 3000 feet East of US 1, eastbound and west bound	29189 and 29190	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 700 feet of Wright north of Stuart, south bound	29192	10'6x32 (336 sq. ft.)
West side of US 1 at State Road 707, north bound and south bound	29132 and 29133 and 29134 and 29135	12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.)
South side of County Road 714, .3 miles east of State Road 76 west bound and east bound	29140 and 29141	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
South side of County Road 707A, 3300 feet east of US 1, west bound and east bound	29258 and 29259 and 29189 and 29190 and	10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
South side of County Road 707A, 2700 feet east of US 1, west bound and east bound	29256 and 29257	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)

Removal of the foregoing off-premise sign structures by Respondent is: (i) done without admission of any wrongdoing, fault, or liability on the part of Respondent; (2) voluntarily agreed to by Respondent, notwithstanding the rights Respondent may have under Section 479.15(2), Fla. Stat., Section 70.20, Fla. Stat., and other related statutes and regulations

regarding the regulation of off-premise signs within the State of Florida and, (iii) for the specific purpose of, and as part of, the global settlement between the parties as to all issues regarding off-premise signs owned by Respondent within the corporate limits of Stuart, Florida, as contained in this Settlement Agreement.

9. Respondent agrees to remove, within ninety (90) days following the issuance of the second of the two permits required under paragraph 11 of this Agreement, seven off-premise signs which are not involved in any existing disputes between the parties, which are owned by Respondent and located within the corporate limits of Stuart, Florida, as follows:

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 2400 feet east of US 1, west bound and east bound	1637 and 1638	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 1.3 miles south of 707A, north bound	29127	10'6x32 (336 sq. ft.)
East side of US 1, 1.2 mile south of State Road 707A, south bound and north bound	29128 29129	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
East side of US 1, opposite River Shores(north of Stuart), north bound	1536	10'6x32 (336 sq. ft.)
East side of US 1, opposite North River Boulevard (north of Stuart), south bound	1984	10x32 (320 sq. ft.)
East side of US 1, 1500 feet north of Wright (north of Stuart), south bound	29193	10'6x32 (336 sq. ft.)
West side of US 1, 1.3 miles south of 76, north bound and south bound	3290 and 3291 3291	10'6x19'9 (207.375 sq. ft.) 10'6x19'9 (207.375 sq. ft.)

Removal of the foregoing seven off-premise sign structures by Respondent, classified as legal nonconforming signs under the City's Land Development Regulations, is: (i) being done by Respondent without admission of any wrongdoing, fault or liability on the part of Respondent; (ii) voluntarily agreed to by Respondent, notwithstanding Respondent's rights under Section

meet the following conditions: (1) has a static display lasting no less than six seconds, (2) achieves a message change with all moving parts or illumination moving or changing simultaneously over a period of three seconds or less, (3) does not display any illumination that moves, appears to move or changes in intensity during the static display period, and (4) does not display any illumination that is so intense that it causes a distraction hazard to motorists on adjacent roadways, or allows light spillage into adjacent properties, or in any way presents a nuisance to adjacent properties. One or more of the facings shall be made available to the City from time to time for the purpose of displaying public service messages or amber alerts.

c. in order to achieve positive aesthetic appearances, each structure shall be built in a manner compliant with the type of architectural design of one of the Approved Construction Design Examples attached hereto as Composite Exhibit "C."

d. Each monopole structure shall be erected only to such height as is reasonably necessary to achieve clear visibility to the facings displayed on such monopole structure, but in no event shall a structure be higher than 45 feet.

e. Each structure, and the sign facings displayed thereon, shall comply with applicable state statutes and state regulations.

12. Petitioner expressly acknowledges and agrees that the removal of the existing nonconforming off-premise sign structures owned by Lamar within the City consisting of thirteen wooden structures, displaying twenty-three (23) advertising panels substantially advances the aesthetic interests of the City as to the regulation of signage and is beneficial to the health, safety and welfare of the citizens of Stuart, Florida. Petitioner further acknowledges and agrees that replacing the thirteen (13) wooden structures with two monopole structures represents a significant advancement in the aesthetic quality and appearance of off-premise advertising structures within the City, are to be constructed in compliance with the provisions of the Florida Building Code, and thereby further advances the health, safety and welfare of the citizens of Stuart, Florida. Each of the parties hereto expressly acknowledge and agree that the consideration each is to receive from the other

hereunder is considerable and significant, without which neither party to this Agreement would become signatory hereto.

13. Following execution of this Settlement Agreement by the respective parties, and an Order approving the Settlement Agreement issued by the Magistrate, Petitioner shall dismiss, or cause the dismissal of, the above-referenced cases.

14. This Settlement Agreement is subject to review and approval by the City Commission and shall not become binding upon either party hereto until approved by the City Commission, and an appropriate order by the Magistrate. By execution hereof the City Commission expressly acknowledges, covenants and agrees that it has been fully advised by counsel of its own choosing as to all aspects and provisions of this Settlement Agreement, that it has full authority to enter into and execute this Agreement and that the City has full authority to issue the permits required hereunder.

15. Respondent by execution hereof expressly acknowledges covenants and agrees that it has full authority to execute this Settlement Agreement and full authority to perform the obligations imposed upon it hereunder.

16. Each party shall be responsible for paying its own attorney's fees and costs incurred in this proceeding.

17. In the event Respondent fails or refuses to remove the thirteen off-premise outdoor advertising structures as required in paragraphs 8 and 9 hereof, Petitioner may remove, or cause the removal of, such off-premise outdoor advertising structures, the cost of such removal to be assessed against and paid by the Respondent.

18. In the event of any litigation regarding this Agreement or any matter contemplated herein, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party, its reasonable attorney's fees and costs, whether incurred during negotiations, preparation, at trial, or upon appeal.

19. The parties hereto understand and agree that the covenants and considerations set forth in this Settlement Agreement contain the entire agreement and the whole consideration between them with regard to the matters set forth herein, and that this

Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed on this 25 day of June, 2006 by their respective officers, therein duly authorized.

WITNESSES:

LAMAR ADVERTISING COMPANY

[Signature]

[Signature]

Printed Name: Dave Henry

BY: Jim Maskas

[Signature]

ITS: VPI CM

Printed Name: Jack LLEWELLYN

CITY OF STUART, FLORIDA

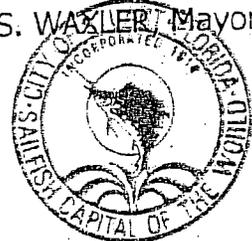
[Signature]

[Signature]

Printed Name: Cheryl White

BY: CAROL S. WAXLER, Mayor

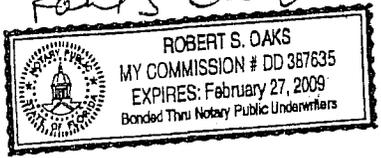
[Signature]



Printed Name: PAUL J. NICOLETTI

[Signature]

APPROVED AS TO FORM AND CONTENT CORRECTNESS
City Clerk



BY: [Signature]
Paul J. Nicoletti, City Attorney

CITY OF STUART, FLORIDA

EX

LEGAL DESCRIPTION

LOCATION

PAN

South side of County Road 707A,
3000 feet East of US 1, eastbound
and west bound 29

East side of US 1, 700 feet of Wright
north of Stuart, south bound 29

West side of US 1 at State Road 707,
north bound and south bound 29
29
29
29

South side of County Road 714, .3
miles east of State Road 76 west
bound and east bound 29
29

South side of County Road 707A,
3300 feet east of US 1, west bound
and east bound 29
29
29
29

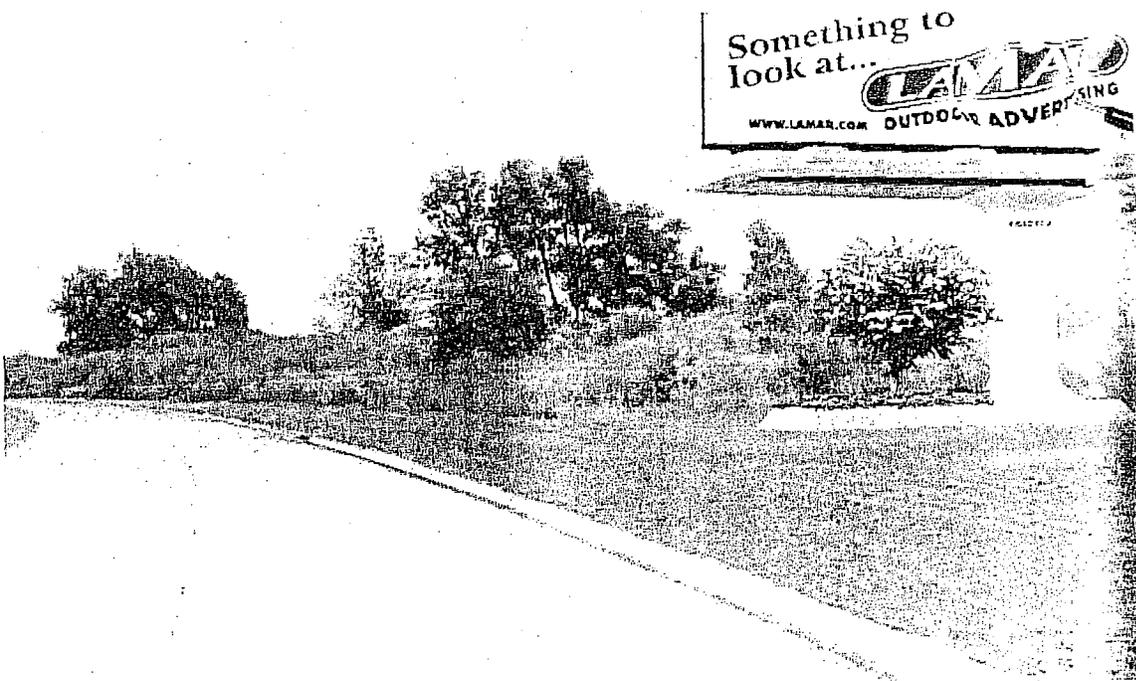
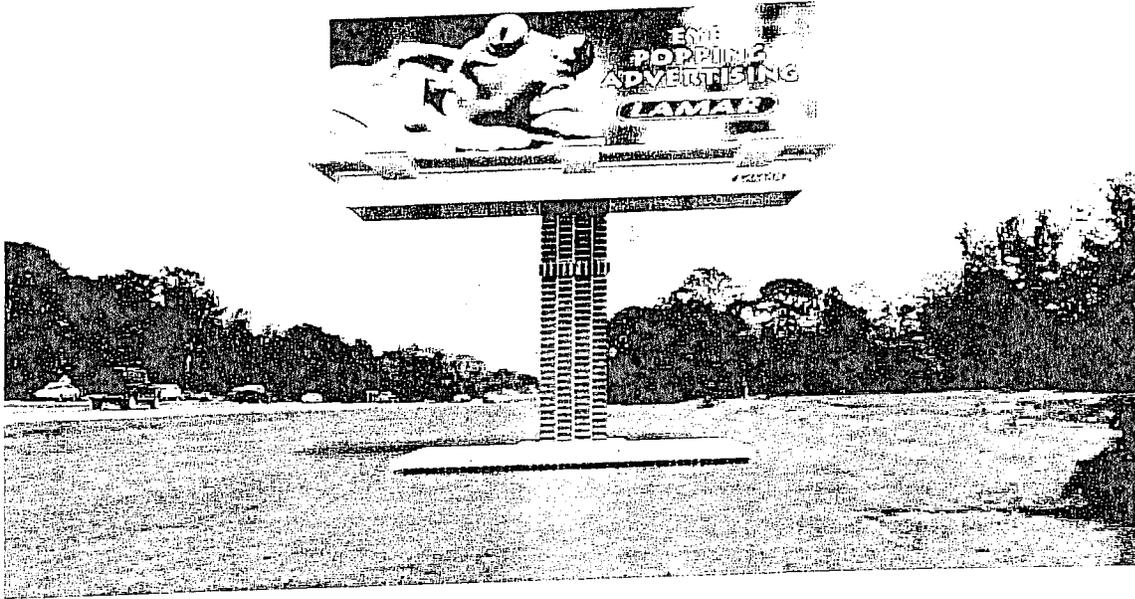
South side of County Road 707A,
2700 feet east of US 1, west
bound and east bound 29
29

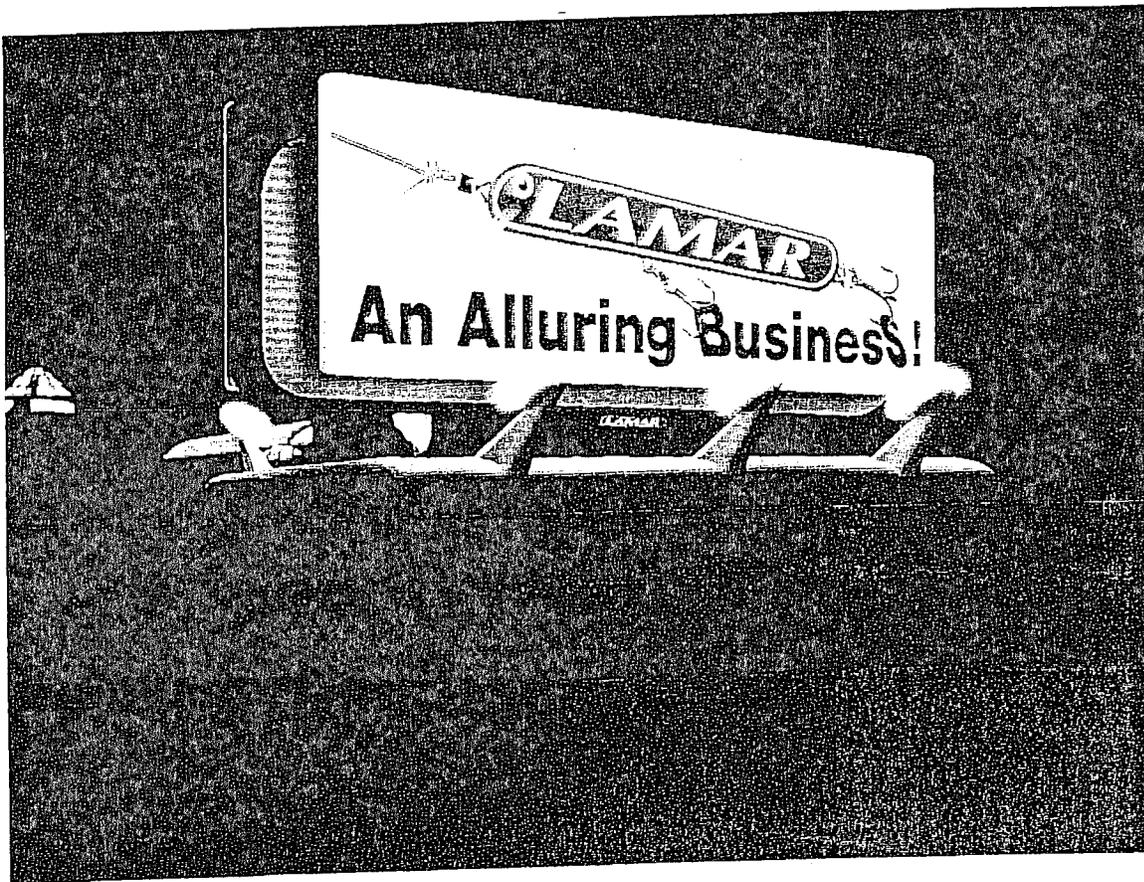
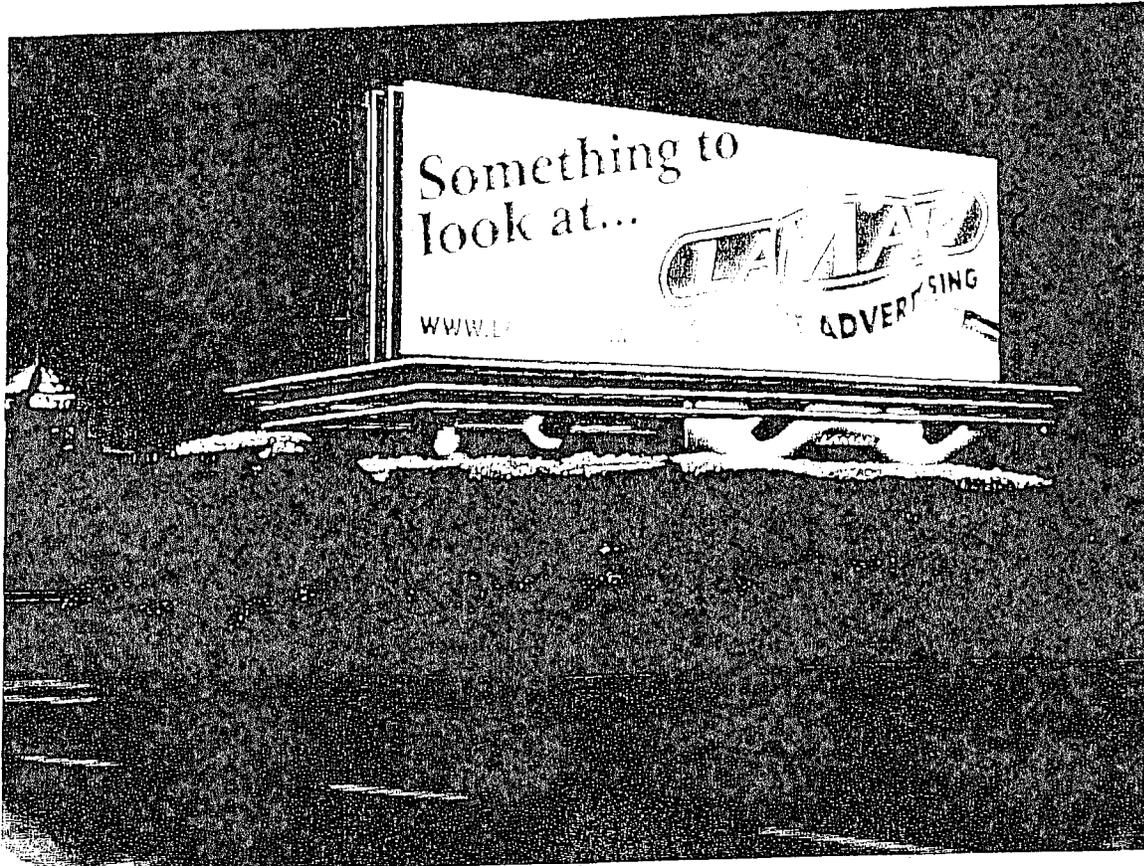
EXHIBIT "A"

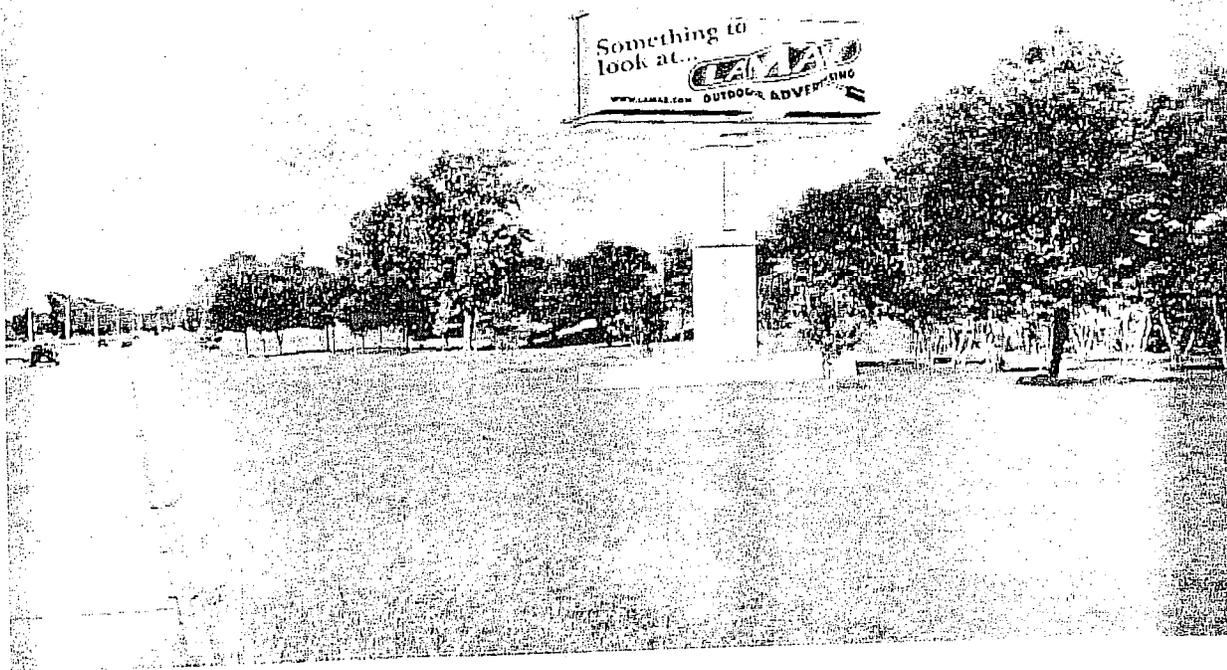
LEGAL DESCRIPTIONS OF ALL THE PROPERTIES (continued)

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 2400 feet east of US 1, west bound and east bound	1637 and 1638	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 1.3 miles south of 707A, north bound	29127	10'6x32 (336 sq. ft.)
East side of US 1, 1.2 mile south of State Road 707A, south bound and north bound	29128 29129	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
East side of US 1, opposite River Shores(north of Stuart), north bound	1536	10'6x32 (336 sq. ft.)
East side of US 1, opposite North River Boulevard (north of Stuart), south bound	1984	10x32 (320 sq. ft.)
East side of US 1, 1500 feet north of Wright (north of Stuart), south bound	29193	10'6x32 (336 sq. ft.)
West side of US 1, 1.3 miles south of 76, north bound and south bound	3290 and 3291 3291	10'6x19'9 (207.375 sq. ft.) 10'6x19'9 (207.375 sq. ft.)

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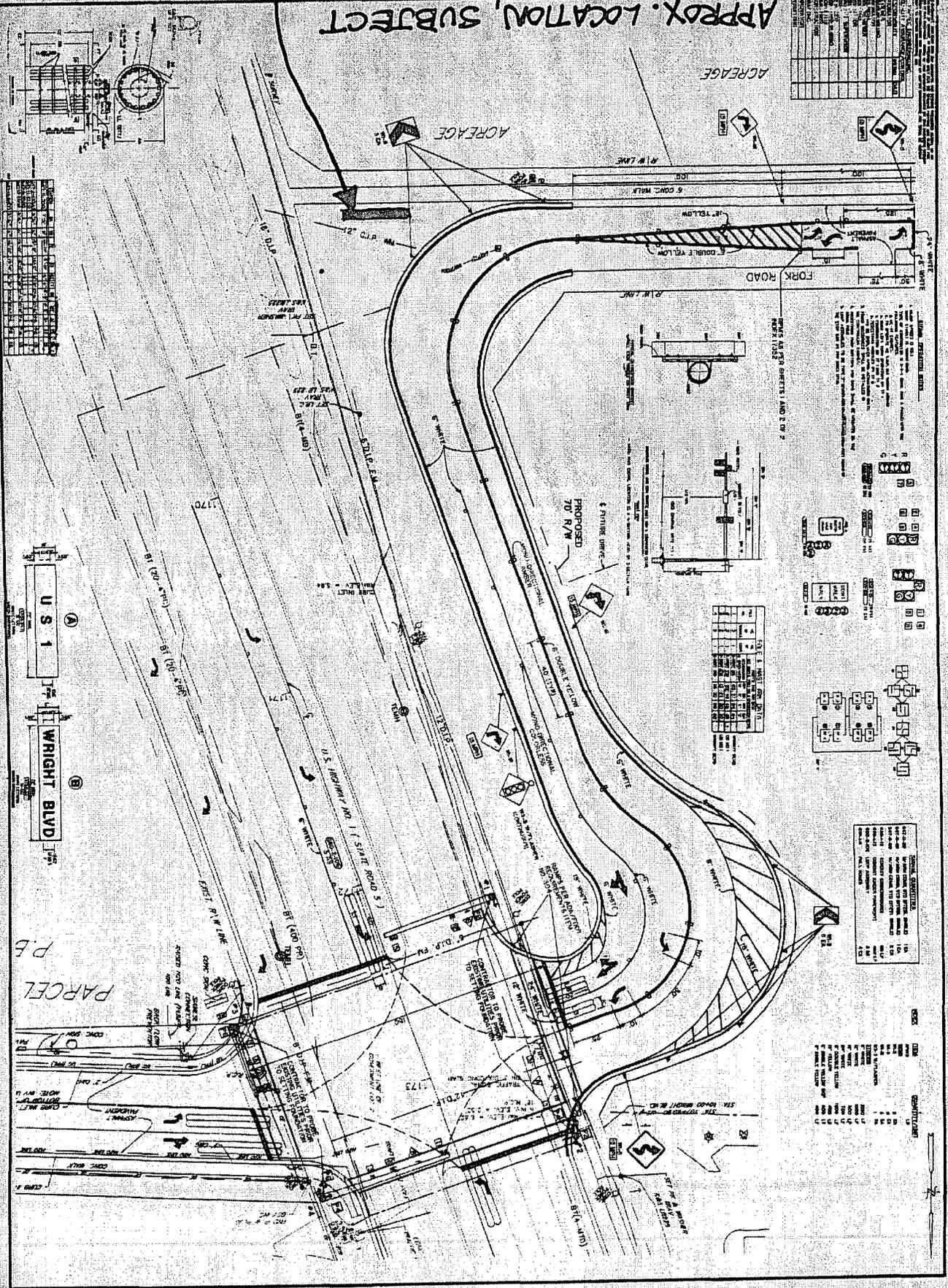








APPROX. LOCATION, SUBJECT TO FIELD APPROVAL BY CITY



NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE



PARCEL

WRIGHT BLVD EXTENSION
SIGNAL PLAN/PAVEMENT MARKING

NO.	DESCRIPTION	DATE

CAPTEC
Engineering, Inc.

1888 S.E. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34982
PHONE: (386) 386-8182
FAX: (386) 386-8186

EXHIBIT C
Type and size of
sign to be installed



"EXHIBIT B"

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, herein after the "Agreement" is made and entered into this ____ day of _____, 2007 by the **CITY OF STUART, FLORIDA**, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and **THE LAMAR COMPANY, L.L.C.**, a Louisiana Limited Liability Company, 5551 Corporate Boulevard, Baton Rouge, LA 70808, hereinafter the "Licensee."

* * *

WHEREAS, pursuant to a June 25, 2006 Settlement Agreement between the parties, approved by City of Stuart Code Enforcement Magistrate, and attached hereto as **Exhibit "A"**, the Licensee is permitted to locate two steel monopole off-premise sign structures within the corporate limits of Stuart, Florida; and

WHEREAS, the City is the owner of certain property located within the corporate limits of Stuart, Florida, described in the site plan and location map attached hereto as **Exhibit "B"**, and located at the northeast corner for SR-76 (SE Kanner Highway) and Monterey Road (hereinafter "Subject Property"); and

WHEREAS, the Licensee has paid all fines and costs imposed by the City of Stuart Code Enforcement Magistrate and is otherwise in full compliance with the Orders issued by the City of Stuart Code Enforcement Magistrate, all in accordance with the Settlement Agreement; and

WHEREAS, the Licensee desires to locate one of the steel monopole off-premise sign structures on the Subject Property as more fully described in the site plan and location map attached hereto as **Exhibit "B"**.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, **THE CITY DOES HEREBY GRANT THIS LICENSE** to the Licensee to locate, construct, repair and maintain a steel monopole off-premise sign structure (hereinafter the "Sign") on the Subject Property, including the placement of necessary structures, devices, power connections, with the right of access to and egress from the Subject Property by Licensee's employees and agents, their vehicles and equipment, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.
2. As consideration to the City for the granting of this license, the Licensee shall pay to the City the sum of ~~\$2,875.00~~ \$ 2,875.⁰⁰ each month, commencing upon completion of the Sign (hereinafter "Anniversary Date"), as determined by a certificate of use issued by the City, but not later than October 1, 2007. This sum shall be paid by electronic wire transfer to the bank depository named in writing by the City, on or before the first day of each month, in advance, and shall be delinquent on the 5th day of the month. Each year thereafter, beginning on the Anniversary Date of this Agreement, the monthly license fee shall increase by ~~3%~~ 2.5% per year. ~~however, at the beginning of year 10 of this Agreement either party may seek a reasonable change in the 3% escalator based upon market conditions or synchronization with the Consumer Price Index, for urbanized areas within the defined southern US region ("CPI-U-South Region") published by the Bureau of Labor Statistics, U.S. Department of Labor. If the parties are unable to agree, either party may cancel the Agreement at the end of the 10th year.~~ Any fees, assessments or taxes levied against the sign and/or the footprint it occupies by shall be paid by the Licensee.

3. The initial term of this Agreement shall be 20 years from the "Anniversary Date" and maybe revoked by the City only for 1) Neglect of the Sign by the Licensee or 2) material breach of the Settlement Agreement, or of this Agreement, as determined by a court of competent jurisdiction. The terms and conditions of the Settlement Agreement attached hereto as Exhibit "A", are made a part of this Agreement as if fully set forth herein. For the purposes of this Agreement, "Neglect" shall mean the Sign shall be in a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, and if there is no Unavoidable Delay, the City may deem the Sign to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee. "Unavoidable Delay" means acts of God, acts of public enemy, riot, insurrection, war, terrorism, archeological excavations, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the National Weather Bureau based upon a five-year average preceding the date of this Agreement), strikes, labor disturbances, delays due to proceedings under Chapters 73 or 74, Florida Statutes, restoration in connection with any of the foregoing, or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement or acts of any governmental authority.
4. Following the expiration of the initial term of this Agreement, the parties hereto expressly agree that they shall negotiate in good faith for the renewal of this Agreement and, in the event a renewal agreement is not consummated, that Licensee shall have the right of first refusal under the same terms and conditions of any agreement that may be negotiated

between the City and another company for the placement of a sign on the Subject Property. Licensee's right of first refusal shall expire thirty (30) days following receipt of written notice from the City to the Licensee that the City has negotiated, and intends to enter into, an agreement with another company for the placement of a sign on the Subject Property. In the event this Agreement terminates, or is terminated for any reason whatsoever, and a renewal agreement is not executed between the parties, Licensee shall be entitled to relocate the Sign to another location within the City pursuant to the provisions of the Settlement Agreement.

5. The Sign licensed herein shall be located generally in accordance with a site design plan as shown on Exhibit "B", and shall be of a size and type depicted by **Exhibit "C"**. The Sign and all related structures, equipment and materials placed upon the Subject Property by the Licensee or its agent shall remain the property of Licensee and may be removed by Licensee within a reasonable time after the expiration of the initial term of this Agreement or any extension. At the termination of this Agreement, or extension, Licensee agrees to restore the surface of the Subject Property to its original condition.
6. The sign's base and support structures shall be painted a muted green, beige or other unobtrusive color acceptable to the City.
7. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.
8. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than One Million (\$1,000,000) Dollars per Individual, and Two Million (\$2,000,000) Dollars per occurrence. A certificate of



insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of the this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.

9. This Agreement is a grant by the City to locate the Sign in conformity with the Settlement Agreement, and shall not be recorded in the Public Records of Martin County, Florida or any other county or public jurisdiction. This Agreement is personal to the Licensee and may not be assigned without the consent of the City, which may not be unreasonably withheld.
10. Except as provided by the Settlement Agreement, the Licensee shall obtain all necessary building permits, occupational licenses and other approvals from governmental regulatory agencies required by law, so that it may install and operate the Sign, all of which shall be the property of Licensee.
11. Licensee agrees that it shall not permit advertising on the Sign that in any manner displays material reasonably deemed by the City Manager to be obscene, profane, blasphemous, pornographic, or which contains content that is patently offensive to any class protected by the U.S. and Florida Constitutions, or which contains political advertising, or which tends to incite violence, or which advertises an "adult business" as that term is defined in Stuart City Code. Further, ~~Licensee agrees that it shall not permit advertising for convenience stores, convenience store chains and motor fuel sales.~~ Licensee agrees that it shall not permit advertisement of a nature objectionable and/or detrimental to the existing business occupying the site or to the merchandise offered for sale by the existing business.
12. Notwithstanding the nature of this Agreement, the parties hereto expressly covenant and agree that Licensee has a vested interest in the Subject

Property for the term provided herein; in the event of condemnation of the Subject Property, or any part thereof, the City grants to the Licensee the right to relocate the Sign on the remainder of the Subject Property adjoining the condemned property; and that Licensee shall be entitled to a full recovery from the condemning authority for damages and/or relocation cost.

13. The City expressly represents that it is the owner of the Subject Property; that it has full authority to enter into this Agreement; and that this Agreement has been authorized by a resolution duly adopted by the City Commission of the City of Stuart, Florida; any transfer of the Subject Property to a third party shall be subject to this Agreement; and the City shall so notify such third party and hold Licensee harmless from damages resulting from the City's failure to provide such notice.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

CITY:
CITY OF STUART, FLORIDA

LICENSEE:
THE LAMAR COMPANY, L.L.C.

DAN HUDSON
City Manager

MANAGER-MEMBER

EXHIBIT A



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 62-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SETTLEMENT AGREEMENT WITH LAMAR ADVERTISING FOR THE REMOVAL OF 13 BILLBOARDS AND REPLACEMENT OF 2 ELECTRONIC BOARDS AND ACCEPTING A \$5,000 PAYMENT IN LIEU OF FINE; PROVIDING FOR EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission hereby authorizes the Mayor and City Clerk to execute a Settlement Agreement with Lamar Advertising for the removal of 13 billboards and replacement of 2 electronic boards; and accepting a \$5000 payment in lieu of fine. A copy of the Settlement Agreement is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 10th day of April, 2006.

Resolution 62-06

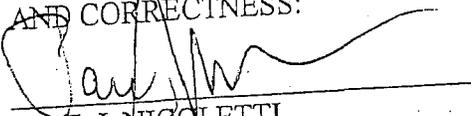
Commissioner Krauskopf offered the foregoing resolution and moved its adoption.
The motion was seconded by Commissioner Mortell and upon being put to a
roll call vote, the vote was as follows:

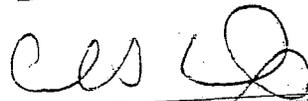
CAROL S. WAXLER, MAYOR
MARY HUTCHINSON, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MICHAEL MORTEL, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		


CHERYL WHITE
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY


CAROL S. WAXLER
MAYOR



ORIGINAL

**CITY OF STUART, FLORIDA
CODE ENFORCEMENT MAGISTRATE**

CITY OF STUART, FLORIDA,
Petitioner,

vs.

CASE Nos. CE 04110007, CE 04110009,
CE 04110010, CE 04110012,
CE 05110011, CE 05110030

LAMAR ADVERTISING COMPANY,
Respondent.

SETTLEMENT AGREEMENT

Petitioner, CITY OF STUART, FLORIDA, by and through its undersigned attorney and authorized public official, and Respondent, LAMAR ADVERTISING COMPANY, on behalf of all Respondents in the above cases, by and through its undersigned attorney and authorized officer, hereby jointly stipulate and agree to settle the above-referenced cases, and do hereby enter into, and execute, this Settlement Agreement for the purpose of settling all disputes existing, or which may exist, between the parties, including the pending Request for Compliance and/or code violations existing as to the Respondents who are the owners of the real properties described in **Exhibit "A"** attached hereto, and by reference made a part hereof, regarding both the off-premise sign structures which are the subject matter of the above-styled cases, and other off-premise sign structures owned by Respondent, LAMAR ADVERTISING COMPANY, which are located within the corporate limits of Stuart, Florida, and which are classified as nonconforming under the provisions of the City's Land Development Regulations, as follows:

RECITALS

1. The above-referenced cases involve off-premise sign structures owned by Respondent which were damaged as a result of hurricanes and wind damage occurring during the 2004 hurricane season and the 2005 hurricane season.

2. As a result of repair work done by Respondent on such off-premise sign structures without first obtaining permits for such repair work, Petitioner issued Requests for Compliance to Respondent, resulting in the above-referenced code enforcement cases.

3. Subsequent to the issuance of the Requests for Compliance, Petitioner and Respondent commenced settlement negotiations initially directed to the off-premise sign structures which are the subject matter of the above-referenced cases.

4. As a result of the initial negotiations between the parties relating to the off-premise sign structures which are the subject of the above-referenced cases, the parties have endeavored to address the removal of other existing off-premise sign structures owned by Respondent, within the City, which are legal nonconforming signs under the City's current Land Development Regulations.

5. The intent and purpose of this Settlement Agreement is to effectuate the removal of all existing nonconforming off-premise signs structures owned by Respondent which are located within the corporate limits of the City of Stuart, Florida, in return for, and as consideration for such removal, the issuance by Petitioner to Respondent of permits for the construction of two steel monopole off-premise sign structures as hereinafter provided.

COVENANTS AND CONDITIONS

6. The foregoing recitals and other precatory language expressed above are incorporated in, and made a part of, the covenants and conditions of this Settlement Agreement.

7. The Respondent, LAMAR ADVERTISING COMPANY represents and covenants that it has full contractual authority to remove the sign structures covered by this Agreement; or that it has obtained full authority from the owners of all the real property mentioned herein,

regarding the regulation of off-premise signs within the State of Florida and, (iii) for the specific purpose of, and as part of, the global settlement between the parties as to all issues regarding off-premise signs owned by Respondent within the corporate limits of Stuart, Florida, as contained in this Settlement Agreement.

9. Respondent agrees to remove, within ninety (90) days following the issuance of the second of the two permits required under paragraph 11 of this Agreement, seven off-premise signs which are not involved in any existing disputes between the parties, which are owned by Respondent and located within the corporate limits of Stuart, Florida, as follows:

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 2400 feet east of US 1, west bound and east bound	1637 and 1638	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 1.3 miles south of 707A, north bound	29127	10'6x32 (336 sq. ft.)
East side of US 1, 1.2 mile south of State Road 707A, south bound and north bound	29128 29129	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
East side of US 1, opposite River Shores(north of Stuart), north bound	1536	10'6x32 (336 sq. ft.)
East side of US 1, opposite North River Boulevard (north of Stuart), south bound	1984	10x32 (320 sq. ft.)
East side of US 1, 1500 feet north of Wright (north of Stuart), south bound	29193	10'6x32 (336 sq. ft.)
West side of US 1, 1.3 miles south of 76, north bound and south bound	3290 and 3291 3291	10'6x19'9 (207.375 sq. ft.) 10'6x19'9 (207.375 sq. ft.)

Removal of the foregoing seven off-premise sign structures by Respondent, classified as legal nonconforming signs under the City's Land Development Regulations, is: (i) being done by Respondent without admission of any wrongdoing, fault or liability on the part of Respondent; (ii) voluntarily agreed to by Respondent, notwithstanding Respondent's rights under Section

479.15(2), Fla. Stat., Section 70.20, Fla. Stat., and other applicable statutes and regulations regarding regulation of off-premise signs within the State of Florida and, (iii) for the purpose of, and as part of, the global settlement between the parties as to all issues regarding off-premise signs owned by Respondent within the corporate limits of Stuart, Florida, as contained in this Settlement Agreement.

10. As additional consideration for the issuance of the permits to Respondent for the construction of two steel monopole off-premise structures, as hereinafter provided, Respondent covenants and agrees that it will not seek judicial relief or otherwise challenge the current sign regulations contained in the Land Development Code of Stuart, Florida. In lieu of a fine, and without admission of any wrongdoing, fault or liability on the part of Respondent, the Respondent nonetheless agrees to make a payment to the City in the amount of \$5,000.00 to compensate the City for handling these cases. Said payment shall be made to the City on or before ten (10) days from the rendering of a Magistrate's Order approving this Agreement.

11. Following execution of this Settlement Agreement by the respective parties, and upon its approval by Order of the Magistrate, and upon submission of a properly filed permit application consistent with the provisions hereof, the Petitioner agrees to issue to Respondent all permits necessary or required for the construction of two steel monopole off-premise sign structures, to be located upon properties zoned for commercial (B-1, B-2, B-4 Districts only) or industrial uses within the corporate limits of Stuart, Florida, but only as provided in Exhibit "B." Each of the two steel monopole off-premise sign structures shall be constructed in accordance with the Florida Building Code, and to the extent not inconsistent with the provisions hereof the City's Land Development Code, and shall further be subject to the following restrictions:

a. each structure may display two sign facings of a size not exceeding 378 square feet.

b. each sign facing may display advertising messages that may be changed at intervals by electronic or mechanical process or by remote control, provided such facings

meet the following conditions: (1) has a static display lasting no less than six seconds, (2) achieves a message change with all moving parts or illumination moving or changing simultaneously over a period of three seconds or less, (3) does not display any illumination that moves, appears to move or changes in intensity during the static display period, and (4) does not display any illumination that is so intense that it causes a distraction hazard to motorists on adjacent roadways, or allows light spillage into adjacent properties, or in any way presents a nuisance to adjacent properties. One or more of the facings shall be made available to the City from time to time for the purpose of displaying public service messages or amber alerts.

c. in order to achieve positive aesthetic appearances, each structure shall be built in a manner compliant with the type of architectural design of one of the Approved Construction Design Examples attached hereto as Composite Exhibit "C."

d. Each monopole structure shall be erected only to such height as is reasonably necessary to achieve clear visibility to the facings displayed on such monopole structure, but in no event shall a structure be higher than 45 feet.

e. Each structure, and the sign facings displayed thereon, shall comply with applicable state statutes and state regulations.

12. Petitioner expressly acknowledges and agrees that the removal of the existing nonconforming off-premise sign structures owned by Lamar within the City consisting of thirteen wooden structures, displaying twenty-three (23) advertising panels substantially advances the aesthetic interests of the City as to the regulation of signage and is beneficial to the health, safety and welfare of the citizens of Stuart, Florida. Petitioner further acknowledges and agrees that replacing the thirteen (13) wooden structures with two monopole structures represents a significant advancement in the aesthetic quality and appearance of off-premise advertising structures within the City, are to be constructed in compliance with the provisions of the Florida Building Code, and thereby further advances the health, safety and welfare of the citizens of Stuart, Florida. Each of the parties hereto expressly acknowledge and agree that the consideration each is to receive from the other

hereunder is considerable and significant, without which neither party to this Agreement would become signatory hereto.

13. Following execution of this Settlement Agreement by the respective parties, and an Order approving the Settlement Agreement issued by the Magistrate, Petitioner shall dismiss, or cause the dismissal of, the above-referenced cases.

14. This Settlement Agreement is subject to review and approval by the City Commission and shall not become binding upon either party hereto until approved by the City Commission, and an appropriate order by the Magistrate. By execution hereof the City Commission expressly acknowledges, covenants and agrees that it has been fully advised by counsel of its own choosing as to all aspects and provisions of this Settlement Agreement, that it has full authority to enter into and execute this Agreement and that the City has full authority to issue the permits required hereunder.

15. Respondent by execution hereof expressly acknowledges covenants and agrees that it has full authority to execute this Settlement Agreement and full authority to perform the obligations imposed upon it hereunder.

16. Each party shall be responsible for paying its own attorney's fees and costs incurred in this proceeding.

17. In the event Respondent fails or refuses to remove the thirteen off-premise outdoor advertising structures as required in paragraphs 8 and 9 hereof, Petitioner may remove, or cause the removal of, such off-premise outdoor advertising structures, the cost of such removal to be assessed against and paid by the Respondent.

18. In the event of any litigation regarding this Agreement or any matter contemplated herein, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party, its reasonable attorney's fees and costs, whether incurred during negotiations, preparation, at trial, or upon appeal.

19. The parties hereto understand and agree that the covenants and considerations set forth in this Settlement Agreement contain the entire agreement and the whole consideration between them with regard to the matters set forth herein, and that this

Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed on this 25 day of June, 2006 by their respective officers, therein duly authorized.

WITNESSES:

LAMAR ADVERTISING COMPANY

[Signature]

[Signature]

Printed Name: Dave Henry

BY: Jim Maskeas

[Signature]

ITS: VPI/CM

Printed Name: Jack LLEWELLYN

CITY OF STUART, FLORIDA

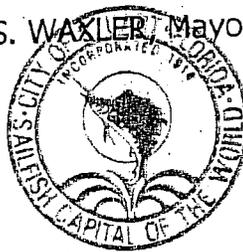
[Signature]

[Signature]

Printed Name: Cheeryl White

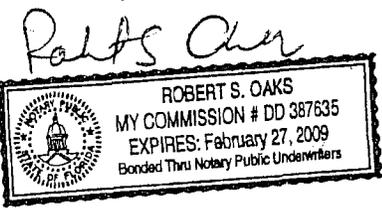
BY: CAROL S. WAXLER Mayor

[Signature]



Printed Name: PAUL J. Nicoletti

APPROVED AS TO FORM AND CORRECTNESS
City Clerk



BY: *[Signature]*
Paul J. Nicoletti, City Attorney

EXHIBIT "A"**LEGAL DESCRIPTIONS OF ALL THE PROPERTIES**

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 3000 feet East of US 1, eastbound and west bound	29189 and 29190	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 700 feet of Wright north of Stuart, south bound	29192	10'6x32 (336 sq. ft.)
West side of US 1 at State Road 707, north bound and south bound	29132 and 29133 and 29134 and 29135	12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.) 12x23 (276 sq. ft.)
South side of County Road 714, .3 miles east of State Road 76 west bound and east bound	29140 and 29141	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
South side of County Road 707A, 3300 feet east of US 1, west bound and east bound	29258 and 29259 and 29189 and 29190 and	10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
South side of County Road 707A, 2700 feet east of US 1, west bound and east bound	29256 and 29257	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)

EXHIBIT "A"

LEGAL DESCRIPTIONS OF ALL THE PROPERTIES (continued)

LOCATION	PANEL NO(S).	SIZE
South side of County Road 707A, 2400 feet east of US 1, west bound and east bound	1637 and 1638	10x32 (320 sq. ft.) 10x32 (320 sq. ft.)
East side of US 1, 1.3 miles south of 707A, north bound	29127	10'6x32 (336 sq. ft.)
East side of US 1, 1.2 mile south of State Road 707A, south bound and north bound	29128 29129	10'6x32 (336 sq. ft.) 10'6x32 (336 sq. ft.)
East side of US 1, opposite River Shores(north of Stuart), north bound	1536	10'6x32 (336 sq. ft.)
East side of US 1, opposite North River Boulevard (north of Stuart), south bound	1984	10x32 (320 sq. ft.)
East side of US 1, 1500 feet north of Wright (north of Stuart), south bound	29193	10'6x32 (336 sq. ft.)
West side of US 1, 1.3 miles south of 76, north bound and south bound	3290 and 3291 3291	10'6x19'9 (207.375 sq. ft.) 10'6x19'9 (207.375 sq. ft.)
	-	
	-	
	-	
	-	
	-	
	-	
	-	

EXHIBIT "B"

AREAS WHERE THE TWO (2) MONOPOLE SIGNS MAY BE PLACED

1. U.S.1/S.R.5, north of the Roosevelt Bridge for ¼ mile, and south of Indian Street only.
2. As otherwise mutually agreed upon by the Respondent and the City from time to time, in writing.

The above was approved by the City Commission on April 10, 2006, and subsequently accepted by Lamar Advertising Company.

LAMAR ADVERTISING CO.

By: _____
Its _____

[Handwritten signature]

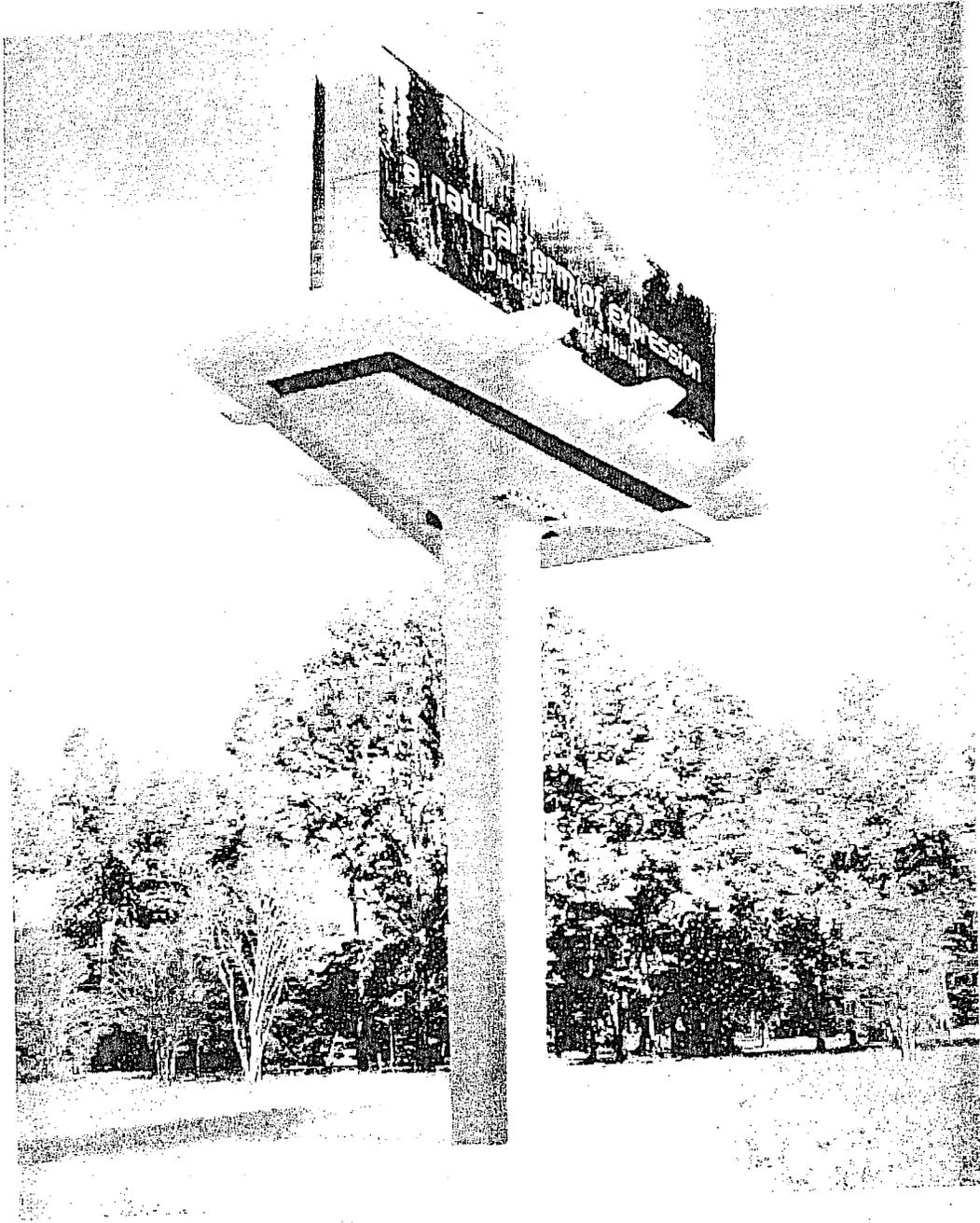
CITY OF STUART, FLORIDA

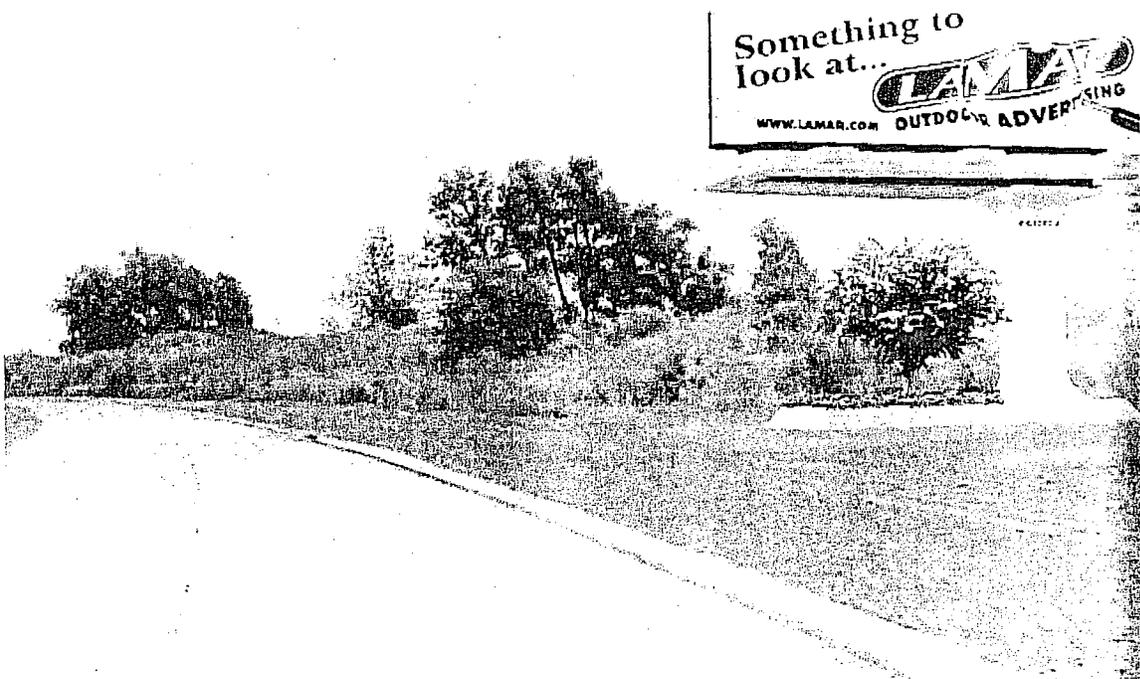
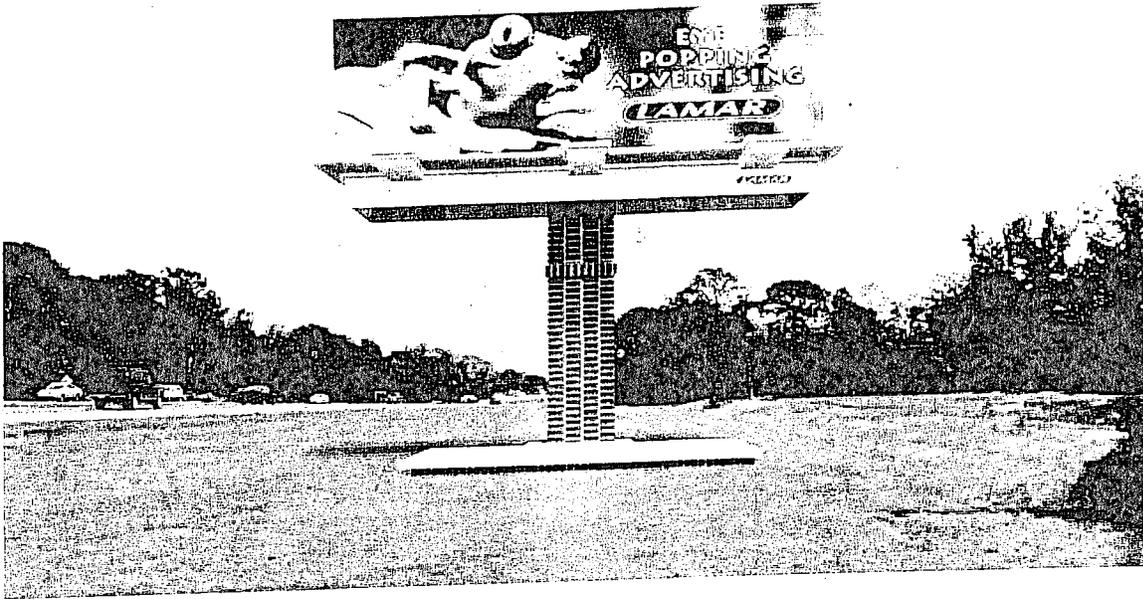
By: _____

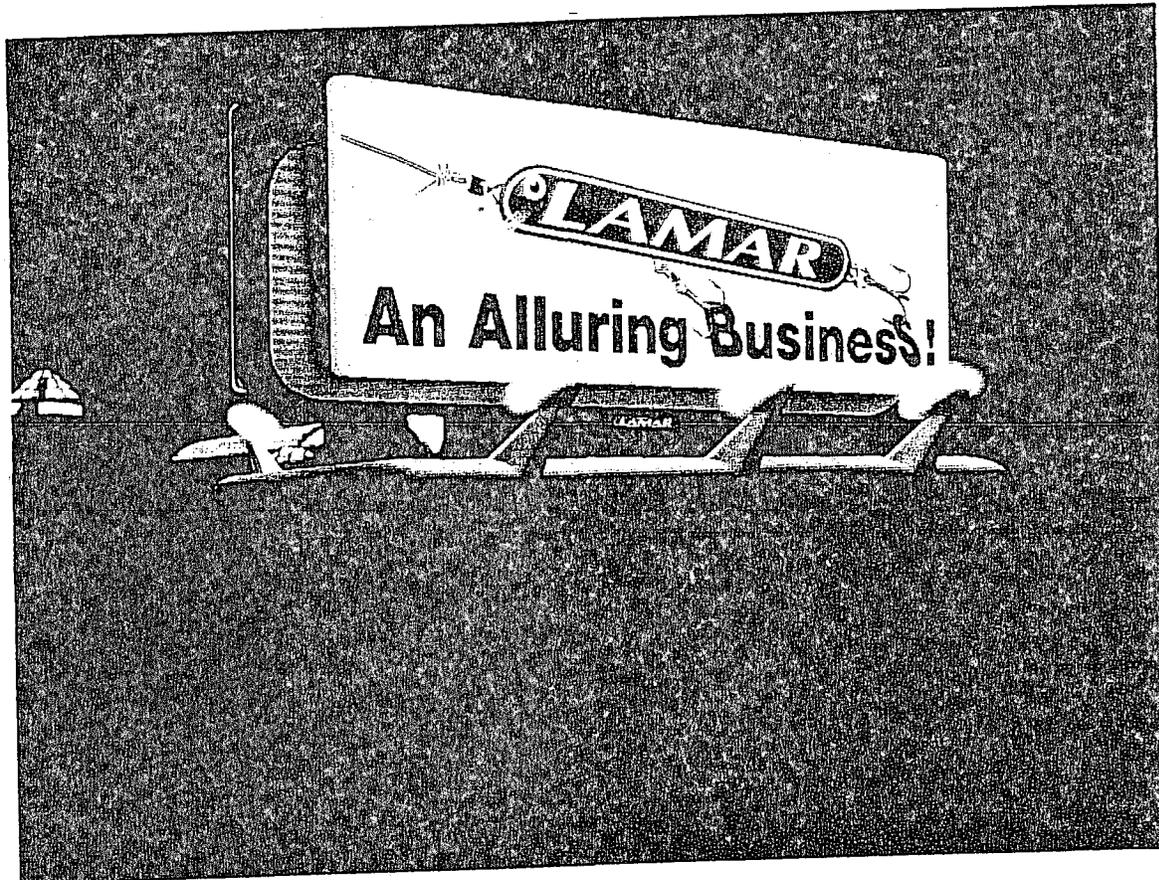
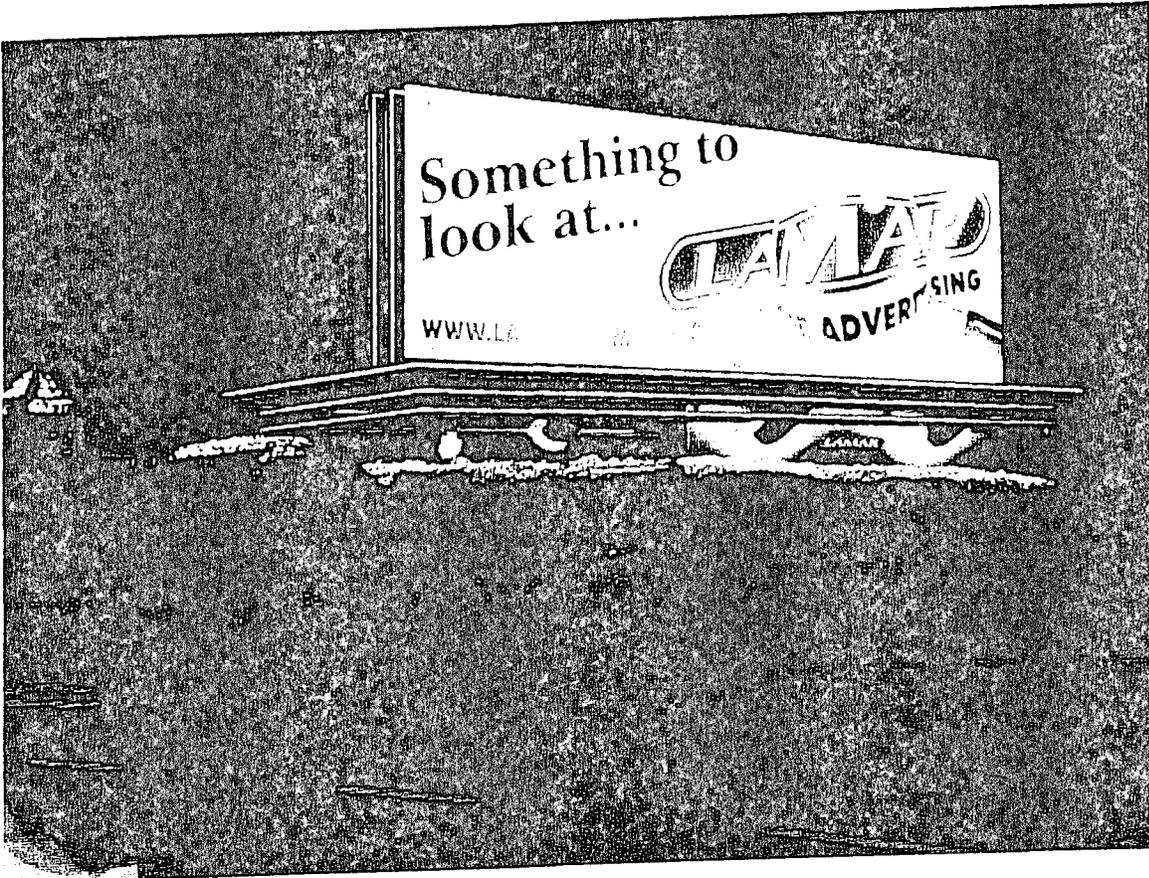
[Handwritten signature]

Carol S. Waxler, Mayor

COMPOSITE EXHIBIT "C"
APPROVED CONSTRUCTION DESIGN EXAMPLES







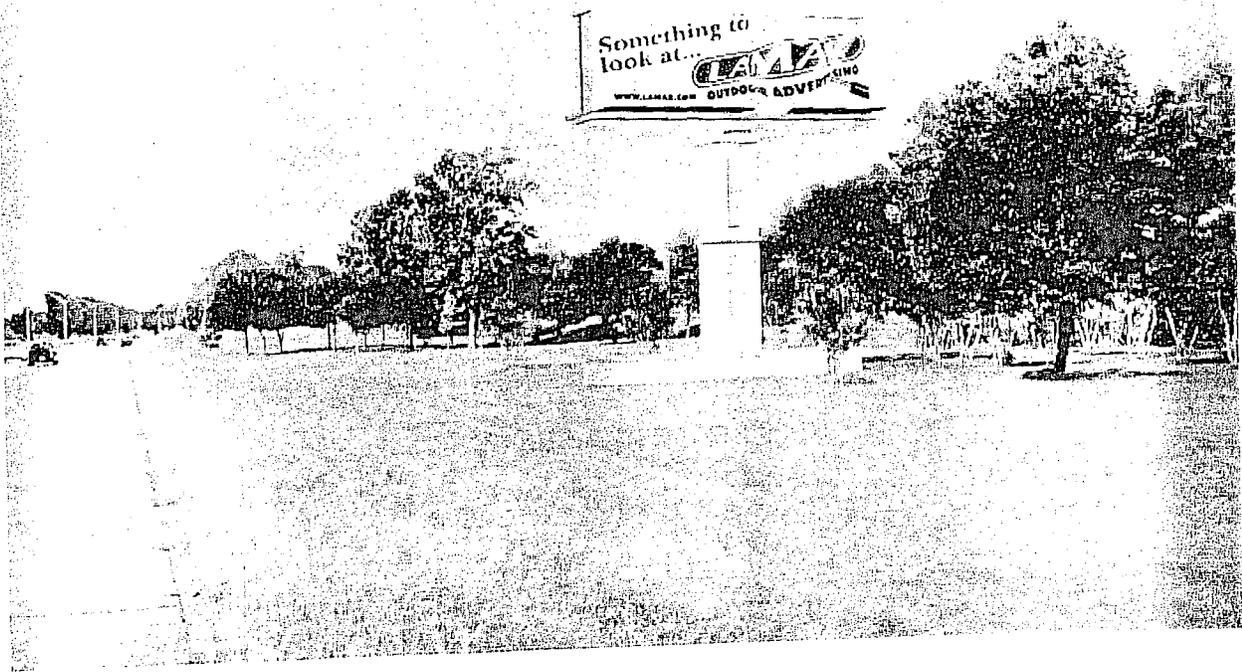
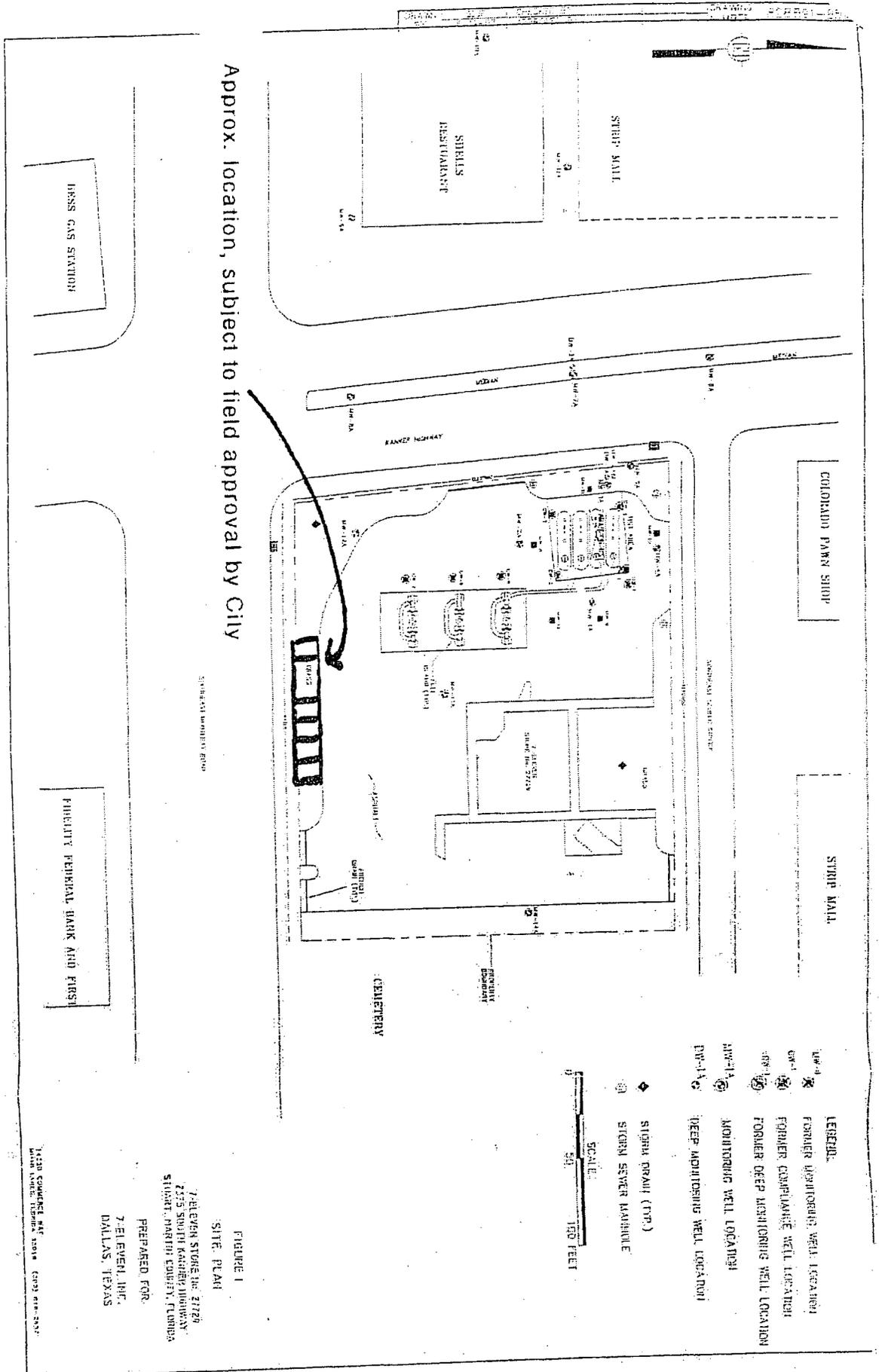




Exhibit B



Approx. location, subject to field approval by City

50' EQUAL LENGTHS PER INCH

FIGURE 1
SITE PLAN

7-EL EVEN STORE INC. 27729
 2225 SOUTH KATHERINE HIGHWAY
 SUITE 100, MARTIN COUNTY, FLORIDA

PREPARED FOR:
 7-EL EVEN, INC.
 DALLAS, TEXAS

PRESS GAS STATION

PRIORITY FEDERAL BANK AND FIRST

COLORADO PARK SHOP

STRIPLER MALL

STREETS RESTAURANT

STRIPLER MALL

CEMETERY

PRIORITY FEDERAL BANK AND FIRST

- Former Monitoring Well Location
- Former Compliance Well Location
- Former Deep Monitoring Well Location
- Monitoring Well Location
- Deep Monitoring Well Location
- Strip Drain (Top)
- Strip Sewer Manhole

SCALE: 0 50 100 FEET

1420 Commerce Ave. Suite 2002 Richardson, TX 75081
 972-342-1100
 972-342-1101

EXHIBIT C
Type and size of
sign to be installed



White, Cherie

From: White, Cherie
Sent: Friday, August 17, 2007 11:16 AM
To: Nicoletti, Paul
Subject: Lamar License Agreement

Paul: I am trying to piece the agreement together long with the action taken by the Commission for the above. A Res # 32-07 was approved by the Commission back in March, however I think action taken by the Commission at a later date unapproved that Resolution, not formally but the language changed along with the location and size ect. The approved Resolution 32-07 includes language as to the location of the signs and also included exhibits that are now wrong. When I came back from vacation I had a copy of a letter sent to Lamar, the fully executed License agreement, with no exhibits,

I need the correct exhibits for the License agreement. I think "A" is fine because it is a copy of the settlement agreement which I have, but "B" is a site plan and location map and Exhibit "C" I am not sure what C is but states in the License agreement: " and shall be the type depicted by Exhibit C". I spoke with Mary & Terry. Terry said he gave everything to Mary, Mary said to get with you, PLEASE HELP ME!!! put the package together and tell me if Res 32-07 is VOID!!!

Cheryl White, CMC, City Clerk
www.cityofstuart.com

Please Note: Florida has a broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

8/22/2007



Paul J. Nicoletti
CITY ATTORNEY

City of Stuart

121 S.W. FLAGLER AVENUE • STUART, FLORIDA 34994

TELEPHONE 772/288-5386
FAX 772/288-5316
pnicoletti@ci.stuart.fl.us

July 31, 2007

Gerald Livingstone, Esquire
Pennington, Moore, Wilkinson, Bell & Dumbar
215 South Monroe Street, 2nd Floor
Tallahassee, FL 32302-2095

Re: License Agreement

Dear Mr. Livingstone:

Enclosed please find one fully executed original License Agreement between the City of Stuart and The Lamar Company.

If you have any questions, please call me.

Sincerely,

Mary Nash
CP, CFLA to
Paul J. Nicoletti, City Attorney

encls.

CITY OF STUART, FLORIDA

LICENSE AGREEMENT -- THE LAMAR COMPANY, LLC.

(US1, SOUTH OF NW BAKER ROAD)

THIS LICENSE AGREEMENT, hereinafter the "Agreement" is made and entered into this 17th day of July, 2007 by the **CITY OF STUART, FLORIDA**, a municipal corporation of the State of Florida, 121 SW. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and **THE LAMAR COMPANY, L.L.C.**, a Louisiana Limited Liability Company, 5551 Corporate Boulevard, Baton Rouge, LA 70808, hereinafter the "Licensee."

WHEREAS, pursuant to that certain June 25, 2006 Settlement Agreement between the parties, approved by City of Stuart Code Enforcement Magistrate, and attached hereto as Exhibit "A", the Licensee is permitted to locate two steel monopole off-premise sign structures within the corporate limits of Stuart, Florida; and

WHEREAS, the City owns certain land located within the corporate limits of Stuart, Florida, described in the site plan and location map attached hereto as Exhibit "B", and located south of Baker Road on the east side of US Highway 1, (hereinafter "Subject Property"); and

WHEREAS, the Licensee has paid all fines and costs imposed by the City of Stuart Code Enforcement Magistrate and is otherwise in full compliance with the Orders issued by the City of Stuart Code Enforcement Magistrate, all in accordance with the Settlement Agreement; and

WHEREAS, the Licensee desires to locate one of the steel monopole off-premise sign structures on the Subject Property as more fully described in the site plan and location map attached hereto as Exhibit "B".

CITY OF STUART, FLORIDA
LICENSE AGREEMENT – THE LAMAR COMPANY, LLC,
(US1, SOUTH OF NW BAKER ROAD)

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the City does hereby grant this license to the Licensee to locate, construct, repair and maintain a steel monopole off-premise sign structure (hereinafter the "Sign") on the Subject Property, including the placement of necessary structures, devices, power connections, with the right of access to and egress from the Subject Property by Licensee's employees and agents, their vehicles and equipment, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.
2. As consideration to the City for the granting of this license, the Licensee shall pay to the City the sum of **\$2,875.00 each month**, commencing upon completion of the Sign (hereinafter "Anniversary Date"), as determined by a certificate of completion issued by the City, but beginning not later than October 1, 2007. This sum shall be paid to the City, on or before the first day of each month, in advance, and shall be delinquent on the 10th day of the month; provided, however, the city shall provide a thirty (30) day notice to cure prior to declaring a default for such delinquent payment, and such delinquent payment shall not constitute a default hereunder if paid within such thirty (30) day cure period. Each year thereafter, beginning on the Anniversary Date of this Agreement, the monthly license fee shall increase by **2.5 percent**, per year. Any fees, assessments or taxes levied against the sign and/or the footprint it occupies shall be paid by the Licensee.
3. The initial term of this Agreement shall be **20 years** from the "Anniversary Date" and may be revoked by the City only for 1) Neglect of the Sign by the Licensee or 2) material breach of the Settlement Agreement, or of this Agreement, as determined by a court of competent jurisdiction. The terms and conditions of the Settlement Agreement attached hereto as Exhibit "A," are made a part of this Agreement as if fully set forth herein, except to the extent that this Agreement may modify the same, in which case the terms herein shall prevail. For the purposes of this Agreement, "Neglect" shall mean

**CITY OF STUART, FLORIDA
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the Sign shall be in a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, and if there is no Unavoidable Delay, the City may deem the Sign to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee. "Unavoidable Delay" means acts of God, acts of public enemy, riot, insurrection, war, terrorism, archeological excavations, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the National Weather Bureau based upon a five-year average preceding the date of this Agreement), strikes, labor disturbances, delays due to proceedings under Chapters 73 or 74, Florida Statutes, restoration in connection with any of the foregoing, or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement or acts of any governmental authority. The parties are aware of a federal study (due in 2009) regarding the safety of electronic billboards and will cooperate with one another to abide by any changes mandated by federal or state law regarding the same.

4. Beginning at least three months prior to the expiration of the initial term of this Agreement, the parties hereto expressly agree that they shall negotiate in good faith for the renewal of this Agreement and, in the event a renewal agreement is not consummated, that Licensee shall have the right of first refusal under the same terms and conditions of any agreement that may be negotiated between the City and another company for the placement of a sign on the Subject Property. Licensee's right of first refusal shall expire thirty (30) days following receipt of written notice from the City to the Licensee that the City has negotiated, and intends to enter into, an agreement with another company for the placement of a sign on the Subject Property. In the event this Agreement terminates, or is terminated for any reason whatsoever, and a renewal agreement is not executed between the parties, Licensee shall be entitled to relocate

**CITY OF STUART, FLORIDA
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the Sign to another location within the City pursuant to the provisions of the Settlement Agreement.

5. The Sign licensed herein shall be located generally in accordance with a site design plan as shown on Exhibit "B", and shall be of a type depicted by Exhibit "C". The Sign shall not exceed 35 feet in height, but may be placed at a lower elevation where the Sign may be reasonably and readily seen by both northbound and southbound US1 traffic, and shall be equipped with remedial measures if required to control light pollution causing actual adverse impact to existing neighboring residential properties. The Sign and all related structures, equipment and materials placed upon the Subject Property by the Licensee or its agent shall remain the property of Licensee and may be removed by Licensee within a reasonable time after the expiration of the initial term of this Agreement or any extension, At the termination of this Agreement, or extension, Licensee agrees to restore the surface of the Subject Property to its original condition.

6. The sign's base and support structures shall be painted the standard brown color utilized by Lamar on its billboard mono-pole structures. Lamar shall install an access gate in the existing fence on the Subject Property with a key provided to the City. Licensee shall remove all exotic vegetation with a fifty (50') foot radius of the Sign and shall replant the area with low-rise native vegetation of a type reasonably acceptable to the City Development Director, and thereafter the City shall provide reasonable maintenance of said vegetation during the term of this License. Licensee shall pay the City up to \$500.00 per year for said maintenance. The maximum amount payable by the Licensee for vegetation maintenance shall increase by 2.5% per year.

7. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.

8. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than Two Million (\$2,000,000) Dollars per occurrence. A certificate of

**CITY OF STUART, FLORIDA
LICENSE AGREEMENT – THE LAMAR COMPANY, LLC,
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insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of the this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.

9. Except as modified herein, this Agreement is a grant by the City to locate the Sign in conformity with the Settlement Agreement, and shall not be recorded in the Public Records of Martin County, Florida or any other county or public jurisdiction. However, a mutually agreed upon Notice of License Agreement (similar to a Memorandum of Lease) may be recorded to give adequate public record notice of the License granted herein. This Agreement is personal to the Licensee and may not be assigned without the written consent of the City, which may not be unreasonably withheld.

10. City shall be entitled to use the billboard for public service, emergency messages and amber alerts. In this respect, the City may use up to 200 eight second spots per day for a total of 73,000 eight second spots per year which may be apportioned between the two digital display faces to be operated by the Licensee pursuant to this License Agreement provided, however, under no circumstances shall the City's entitlement exceed, in the total, the sum of 73,000 eight second spots annually. The City's right to use the two digital display faces shall be exercised in a manner best calculated to avoid conflict with the Licensee's advertising schedule and the City shall provide to the Licensee ample notice of such intended use with proposed advertising copy in a manner best designed to coordinate with the Licensee's advertising schedule.

11. Except as provided by the Settlement Agreement, the Licensee shall obtain all necessary building permits, local business tax receipts, and other approvals from governmental regulatory agencies required by law, so that it may install and operate the Sign, all of which shall be the property of Licensee. In the event that Licensee is unable to obtain all required governmental approvals, Licensee may cancel this License Agreement upon 30 days notice including written documentation supporting such denial. The City, acting by and through its designated officers and employees, shall, within

**CITY OF STUART, FLORIDA
LICENSE AGREEMENT – THE LAMAR COMPANY, LLC,
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SEVEN (7) business days following receipt by the City of a completed application for a permit to construct the sign structure, issue any required City permits and execute any documents required to obtain licenses, permits or approvals for such structure from other governmental regulatory agencies.

12. Licensee agrees that it shall not permit advertising on the Sign that in any manner displays material reasonably deemed by the City Manager to be obscene, profane, blasphemous, pornographic, or which contains content that is patently offensive to any class protected by the U.S. and Florida Constitutions, or which contains political advertising, or which tends to incite violence, or which advertises an "adult business" as that term is defined in Stuart City Code.

13. Notwithstanding the nature of this Agreement, the parties hereto expressly covenant and agree that Licensee has a vested interest in the Subject Property for the entire term provided herein; in the event of condemnation of the Subject Property, or any part thereof, the City grants to the Licensee the right to relocate the Sign on the remainder of the Subject Property adjoining the condemned property; and that Licensee shall be entitled to a full recovery from the condemning authority for damages and/or relocation cost,

14. The City expressly represents that it owns the Subject Property; that it has full authority to enter into this Agreement; and that this Agreement has been authorized by the City Commission of the City of Stuart, Florida on July 9, 2007; any transfer of the Subject Property to a third party shall be subject to this Agreement; and the City shall so notify such third party and hold Licensee harmless from damages resulting from the City's failure to provide such notice. Licensee and Licensee's signor below expressly represent that each has full authority to enter into this Agreement.

15. As a condition precedent to the granting of this License Agreement, and as a modification to the Settlement Agreement described herein, the parties further agree:

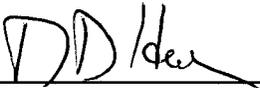
CITY OF STUART, FLORIDA
LICENSE AGREEMENT – THE LAMAR COMPANY, LLC,
(US1, SOUTH OF NW BAKER ROAD)

- a. that Licensee shall not exercise its right to obtain a permit for an electronic sign, under paragraph nine (9) of the Settlement Agreement for a period of not to exceed two years following the grant of this License, without the agreement of the City; and
- b. that Licensee will remove seven (7) billboard sign structures of Licensee's choosing prior to the issuance of the Certificate of Completion for the Sign granted herein.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

CITY:

CITY OF STUART



DAN HUDSON
City Manager

LICENSEE:

THE LAMAR COMPANY L.L.C.

By: Lamar Media Corp., its sole member

By: 

Myron Andrew LaBorde
Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2009

PRODUCER
Marsh USA, Inc. (504) 522-8541
601 Poydras Street, Suite 1850
New Orleans Louisiana 70130-6031
Attn: NewOrleans.certrequest@marsh.com

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Lamar Advertising Company
And All Subsidiaries (See Below)
Post Office Box 66338
Baton Rouge, LA 70896

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Insurance Company Of The State Of PA	19429
INSURER B: N/A	N/A
INSURER C: N/A	N/A
INSURER D: N/A	N/A
INSURER E: N/A	N/A

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6506221	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

RECEIVED
NOV 17 2009
CITY CLERK
CITY OF STUART

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER	HOU-001382611-02	CANCELLATION
City of Stuart Attn: Finance Department 121 SW Flagler Avenue Stuart, FL 34994		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert C. Hill

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INFORMATION

HOU-001382611-02

DATE (MM/DD/YY)
11/16/2009**PRODUCER**

Marsh USA, Inc. (504) 522-8541
601 Poydras Street, Suite 1850
New Orleans Louisiana 70130-6031
Attn: NewOrleans.certrequest@marsh.com

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Lamar Advertising Company
And All Subsidiaries (See Below)
Post Office Box 66338
Baton Rouge, LA 70896

INSURER F:

INSURER G:

INSURER H:

INSURER I:

TEXT

Lamar Advertising Company and all subsidiaries for which the named insured has the responsibility of providing insurance and for which coverage is not otherwise specifically provided.

CERTIFICATE HOLDER

City of Stuart
Attn: Finance Department
121 SW Flagler Avenue
Stuart, FL 34994

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Robert C. Hill

Robert C. Hill

Nash, Mary

From: O'Neil, Terry
Sent: Friday, November 13, 2009 3:02 PM
To: Nash, Mary
Cc: White, Cherie
Subject: Lamar Contact



JIM MASKAS | LAMAR ADVERTISING
VICE PRESIDENT | GENERAL MANAGER
3760 NEW TAMPA HWY | LAKELAND, FL 33815
PH: 863.686.3159 | FAX: 863.686.5028

License Agreement

shall be equipped with remedial measures if required to control light pollution causing actual adverse impact to existing neighboring properties, or if required to meet federal or state regulations.

10. The sign's base and support structures shall be finished in a muted and unobtrusive color acceptable to the City, which acceptance shall not be unreasonable withheld.
11. For the US1 Site, the City shall obtain all required permits from the South Florida Water Management District necessary to remove all exotic vegetation from the Site, and to trim all native trees necessary to provide a 500' clear "viewshed" in either direction. The City shall also be responsible for the removal of exotic plants and to see that the area is replanted with low-rise native vegetation of a type reasonably acceptable to the City Development Director. Thereafter, the City shall provide reasonable maintenance of said vegetation during the term of this License, such that the sign's visibility is preserved in accordance with the "viewshed" map attached hereto as Exhibit "A.". Licensee shall pay the City up to \$500.00 per year for said maintenance. The amount payable by the Licensee for vegetation maintenance shall increase by 2.5% per year.
12. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.
13. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than One Million (\$1,000,000) Dollars per Individual, and Two Million (\$2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of the this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.
14. Except as modified herein, this Agreement is a grant by the City to locate the Signs in conformity with the Settlement Agreement, and shall not be recorded in the Public Records of Martin County, Florida or any other county or public jurisdiction. However, a mutually agreed upon Notice of License Agreement (similar to a Memorandum of Lease) may be recorded to give adequate public record notice of the License granted herein. This Agreement is personal to the Licensee and may not be assigned without the written consent of the City, which shall not be unreasonably withheld.
15. The City shall be entitled to use each billboard face for any public service messages, or for emergency messages, such as "Amber Alerts." In this respect, the City may use up to

Cheri

CITY OF STUART
OFFICE OF THE CITY MANAGER



MEMORANDUM

TO: MAYOR AND CITY COMMISSION, DEPARTMENT DIRECTORS, ASSISTANT
DEPARTMENT DIRECTORS
FROM: DAN HUDSON, CITY MANAGER *DH*
SUBJECT: GUIDELINES FOR PUBLIC SERVICE MESSAGES ON LAMAR BILLBOARDS
DATE: 12/16/2009

The City of Stuart is allocated up to 100 eight second billboard public service messages each day in conjunction with the settlement agreement and license agreement with Lamar. I am implementing the following administrative guidelines relative to the use of the billboards for the allocated public service messages:

- All messages must be approved in advance by the City Manager or designee.
- The Police Chief or designee is specifically authorized to place time sensitive public safety announcements using a pre-formatted template.
- All messages will be communicated through the GIS/LIS Coordinator or the Police Department designee to Lamar.
- Messages will usually be limited to generic public service announcements [e.g., "Visit Historic Downtown Stuart," "Sammy Sailfish says reduce, reuse or recycle," "Shop Local"].
- NO messages advertising not-for-profit events or programs will be permitted including those which would customarily be allowed under the banner permitting system.
- Limited advertising of city sponsored events will be considered on a case by case basis.
- Messages must be very succinct due to the nature of billboard advertising. Lamar recommends no more than 7 words. This is not a limiting factor, but is based upon their experience. Generally, white lettering on a dark background is more readable.
- Messages must have attractive graphics and place the City and the local community in a positive light.
- Any department proposing an announcement should submit the request to the City Manager well in advance of the need.

Thank you in advance for your cooperation.

cc: City Attorney
GIS/LIS Coordinator

RECEIVED

DEC 16 2009

CITY CLERK
CITY OF STUART

1. pg 36 Administrative Change
2. pg 40 Res 32-07 Voided