

BILLBOARD LICENSE AGREEMENT  
BETWEEN  
BROWARD COUNTY AND  
CBS OUTDOOR, LLC

This BILLBOARD LICENSE AGREEMENT ("Agreement") is entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners ("County"), and CBS OUTDOOR, LLC, a Delaware limited liability company authorized to do business in the state of Florida ("Licensee").

W I T N E S S E T H:

WHEREAS, the County owns and operates Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida ("Airport"); and

WHEREAS, the parties acknowledge that pursuant to a Stipulated Final Judgment entered into on March 26, 2009, between Broward County and National Advertising Company d/b/a Viacom Outdoor n/k/a CBS Outdoor, LLC (the "Judgment"), Licensee has operated and maintained a billboard (such billboard, any repaired or replacement billboard, and all related facilities, improvements and appurtenances thereto, are hereinafter referred to collectively, as "Airport Billboard") on certain real property located at the Airport and described on **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, the five year term established by the Judgment for the operation and maintenance of the Airport Billboard shall end on April 30, 2014 and the parties desire to enter into this Billboard License Agreement to allow the Licensee to use, operate, and maintain the Airport Billboard at its present location for an additional five (5) license year period; and

WHEREAS, this Agreement shall establish the terms and conditions for the operation, maintenance and use of the Airport Billboard located on the property described on **Exhibit A**;

NOW THEREFORE, in consideration of the premises, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I  
RECITALS

- 1.1 The foregoing recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE II  
GRANT, RESERVATION OF RIGHT TO RELOCATE

- 2.1 The County hereby grants to Licensee the non-exclusive privilege during the "License Term" (as hereinafter defined) to install, maintain, operate, repair, replace and remove the Airport Billboard that is located on the property described on **Exhibit A**, attached hereto and made a part hereof (the "Licensed Property"), subject to the terms and conditions of this Agreement.
- 2.2 The Licensed Property shall be used by the Licensee only for the purpose of operating and maintaining an advertising billboard in accordance with the terms and conditions of this Agreement.
- 2.3 Notwithstanding anything to the contrary contained herein, the County reserves the right in its sole discretion to terminate this Agreement and require the permanent removal of the Airport Billboard from the Licensed Property when such removal is determined by the County to be necessary under any of the following "Events": (i) to accommodate any County or Airport activities, including without limitation County and tenant construction projects, or (ii) in connection with any federal, state, County, or locally-required environmental clean-up, or on account of any requirements of federal, state, County, or local laws, or (iii) in the event of any determination by the County or the Federal Aviation Administration ("FAA") or the Florida Department of Transportation ("FDOT") that the Airport Billboard is a potential obstruction to any current or projected air navigation or Airport operations. With respect to any such Event, the Airport Billboard shall be removed in its entirety from the Licensed Property by Licensee, including above ground and below ground structures and facilities, within ninety (90) calendar days following written notice ("Removal Notice") from the Broward County Aviation Department ("Aviation Department"). If removal of the Airport Billboard is required pursuant to this subsection, Licensee shall be responsible for all costs associated with the removal, including without limitation any costs of contamination assessment and remediation, and Licensee must complete the following: (i) procure all permits and perform all inspections required by regulatory agencies; (ii) demolish and remove the Airport Billboard and all debris, including the removal of all foundations and supporting structures; (iii) terminate electrical service; and (iv) restore the Licensed Property to its original condition. This Agreement shall terminate on the ninetieth (90th) calendar day following the giving of the Removal Notice; however the terms and provisions hereof shall survive the termination of this Agreement. All costs of removal of the Airport Billboard shall be at the sole expense of Licensee. County shall not be liable for any costs associated with or resulting from Licensee's failure to comply with the provisions of this Agreement.
- (a) The County and Licensee agree that as consideration for County's right to terminate this Agreement if an Event has occurred, the County shall to pay

"Just Compensation" (as established pursuant to the provisions of this Section 2.3) for any termination by County as a result of an Event. Licensee hereby waives all rights, remedies, actions and compensation that may be available pursuant to Section 70.20, Florida Statutes or available under any other law or regulation and Licensee agrees to accept payment of Just Compensation from the County in the amount established below, in lieu of any other rights, remedies, actions or compensation that may be available under Section 70.20, Florida Statutes, or under any other law or regulation.

- (b) As "Just Compensation" for the termination of this Agreement as a result of an Event, and in order to compensate Licensee for its estimated lost revenues on account of any such termination, if the County terminates this Agreement as a result of an Event, the County shall pay to Licensee the lesser of the following amounts: (i) the amount of the MAG (as established by Article XIII, below) payable by Licensee to the County for the most recent two License Years that occurred prior to the Removal Notice, or if two License Years have not elapsed under this Agreement as of the giving of the Removal Notice, then the total of the MAG for the first License Year, plus that MAG multiplied by 1.03.
- (c) The County shall pay the Just Compensation to Licensee within sixty (60) calendar days following the determination of such amount. The provisions of this Section 2.3 shall only be applicable to a termination of the License Agreement pursuant to this Section 2.3, and shall not be applicable to any other termination of this Agreement or to any other provisions of this Agreement.

- 2.4 County makes no representations or warranties whatsoever as to: (i) the condition of the Licensed Property; or (ii) whether the Licensed Property, or any part thereof, is in compliance with all applicable laws and regulations; or (iii) the permitted or available uses of the Licensed Property under all applicable laws and regulations. County makes no representations or warranties, whatsoever as to the legality, permissibility or availability of any use of the Licensed Property, which may be contemplated by the Licensee. County makes no representations or warranties concerning habitability or fitness for any particular purpose. Licensee specifically obligates itself to conduct its own due diligent investigation as to the Licensed Property and the suitability thereof for Licensee's purposes. The Licensed Property and all components thereof are hereby licensed in **"AS IS CONDITION" and "WITH ALL FAULTS."** The Licensee represents, acknowledges and agrees that it has had sufficient opportunity to inspect the Licensed Property, and all components thereof, and hereby accepts the Licensed Property, and all components thereof, in **"AS IS CONDITION" and "WITH ALL FAULTS."**

ARTICLE III  
TITLE AND RESERVATION OF TITLE:  
REMOVAL OF AIRPORT BILLBOARD

- 3.1 No right, title or interest in and to the Licensed Property described in **Exhibit A** shall vest in Licensee other than the privilege of using said Licensed Property for the express purposes and under the express terms and conditions herein set forth. It is expressly understood that the fee simple interest to the Licensed Property shall remain in the County for such use and occupation as the County, its successors or assigns, may desire to make of the Licensed Property, subject only to the rights hereby given to Licensee to install, maintain, operate, repair, replace and remove said Airport Billboard.
- 3.2 The Airport Billboard shall remain the property of Licensee and Licensee shall repair, maintain, operate, and remove and replace the Airport Billboard in accordance with the provisions of this Agreement.
- 3.3 Licensee shall remove the Airport Billboard in its entirety from the Licensed Property, including above ground and below ground structures and facilities, at its own expense by no later than the Termination Date of this Agreement. Licensee shall be responsible for all costs associated with the removal of the Airport Billboard and Licensee must complete the following by no later than the Termination Date: (i) procure all permits and perform all inspections required by regulatory agencies; (ii) demolish and remove the Airport Billboard and all debris, including the removal of all foundations and supporting structures; (iii) terminate electrical service; and (iv) restore the Licensed Property to its original condition. The removal of the Airport Billboard shall be at the sole cost and expense of Licensee.
- 3.4 Licensee shall have ingress and egress to the Licensed Property via the Airport roadways, to be used in common with other users of the Airport, provided that the County may, from time to time, substitute other suitable means of ingress and egress, so long as an alternate adequate means of ingress and egress is available. The County may, at any time, temporarily or permanently close or consent to or request the closing of any roadway or any other area at the Airport presently or hereafter used as such, so long as an alternate, adequate means of ingress and egress is made available to the Licensed Property. The Licensed Property shall not have access to any taxiway or runway at the Airport.

ARTICLE IV  
LICENSE TERM

- 4.1 The "License Term" of this Agreement shall commence on May 1, 2014 (the "Commencement Date").

- 4.2 This Agreement shall terminate, and the "Termination Date" of this Agreement shall occur, on the earlier date to occur of: (a) April 30, 2019, or (b) such other date of termination as established by applicable provisions of this Agreement.

ARTICLE V  
MAINTENANCE, OPERATION AND REPAIR OF AIRPORT BILLBOARD

- 5.1 The Airport Billboard shall be designed, constructed, installed, replaced, operated, repaired and maintained in accordance with all applicable laws, rules, regulations and codes. In connection with the construction, installation, maintenance, repair, replacement and operation of the Airport Billboard, Licensee shall be responsible for obtaining all necessary governmental permits and approvals, including but not limited to approval and permits from the Florida Department of Transportation ("FDOT"), the Federal Aviation Administration ("FAA") and the Broward County Aviation Department ("Aviation Department").
- 5.2 Prior to the commencement of construction, installation, maintenance, repair, or replacement of any facilities on the Licensed Property, Licensee shall submit to the Aviation Department for its written approval, a site plan and complete plans and specifications of the contemplated work. The plans and specifications shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings; (2) technical specifications; (3) bid documents, if applicable; (4) work schedule; (5) schedule of finishes and graphics; (6) list of fixtures and equipment; (7) certified estimate of the design, development and construction costs; and (8) such other information as may be required by the Aviation Department. Licensee must receive written approval of the Aviation Department prior to the commencement of any work on the Licensed Property. Licensee and its contractors shall conduct all operations and shall design, construct, and maintain the Airport Billboard in a careful and prudent manner, utilizing safety practices normally followed by prudent operators under similar circumstances. The Licensee shall not interfere with the operation, use and occupancy of any Airport property, including without limitation by any tenant-occupied property at the Airport. Licensee shall not interfere with any future development of any portion of any Airport property, including without limitation by any tenant-occupied property at the Airport. County shall have the right to object to anything that adversely affects the Airport, or its tenants, or any other use of the Airport. Licensee shall bear the cost of removal and replacement of any materials or objects stored or placed by Licensee or its contractors at the Licensed Property or at any other Airport location and shall repair any damage and restore the Licensed Property, or any other property used by Licensee, to its original condition.
- 5.3 The construction and operation of the Airport Billboard, including without limitation, all plans and specifications relating to the Airport Billboard, all plans for

operational safety, and all construction activities, shall conform to all applicable state, federal, County, and local statutes, ordinances, FAA Advisory Circulars, building codes, fire codes, and rules and regulations. The approval by the Aviation Department of any plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility therefore shall at all times remain with Licensee. The Airport Billboard shall comply with all requirements of the FAA and FDOT, including without limitation, height restrictions and illumination requirements, and with all other governmental agencies having jurisdiction.

The County has obtained an FAA determination dated September 6, 2008 regarding the Airport Billboard, which is attached hereto and incorporated herein as **Exhibit D** (the "FAA Determination"). The Licensee shall comply with the FAA Determination, and any subsequent correspondence or determinations from the FAA with respect to the Licensed Property and the Airport Billboard, including with respect to any contemplated maintenance, repairs, construction or other work by the Licensee at the Licensed Property.

- 5.4 Licensee shall have the right, at its sole cost, to trim, cut or remove any trees or other vegetation or any other debris from the Licensed Property which impairs the operation or maintenance of the Airport Billboard or the view thereof; provided that prior to undertaking any such actions, Licensee must: (1) obtain the prior written consent of the Aviation Department; and (2) obtain all required permits and governmental approvals. Licensee shall not be required to notify the Aviation Department regarding changes of advertising copy on the Airport Billboard, except that Licensee shall notify the Aviation Department of any equipment to be utilized to change advertising copy that will exceed the upper limit of the Airport Billboard sign.
- 5.5 In the event that the Airport Billboard is destroyed or damaged by fire or other casualty by no fault of Licensee such that advertising on either side of the Airport Billboard cannot be placed as a result of such fire or other casualty (any such event being called a "Casualty"), Licensee shall provide written notice ("Casualty Notice") of such Casualty to the Aviation Department within seventy-two (72) hours following the Casualty, which notice shall specify the nature of the Casualty. In the event of a Casualty, Licensee shall have the right, at its sole cost, to either repair the Airport Billboard or remove the Airport Billboard and install another billboard at the Licensed Property. County and Licensee agree that there shall be no extension of the License Term if Licensee repairs the Airport Billboard or installs a new billboard at the Licensed Property.

If the Casualty renders the Airport Billboard irreparable or irreplaceable, Licensee shall have the right to send a written notice of termination of this Agreement to the County. Thereafter, this Agreement shall terminate upon Licensee's completion of the following: (i) procuring all permits and performing all

inspections required by regulatory agencies; (ii) demolishing and removal of the Airport Billboard and all debris, including the removal of all foundations and supporting structures; (iii) termination of electrical service; (iv) restoration of the Licensed Property to its original condition; and (v) receive written acceptance of surrender of the Licensed Property from the Aviation Department and all of the foregoing shall be at the sole cost and expense of Licensee.

- 5.6 Licensee shall not create any obstruction or conditions which are or may become dangerous to the public.
- 5.7 Licensee shall repair promptly any damage or injury to any buildings, property or structures by reason of the exercise of the privileges granted in this Agreement, and shall repair said buildings, property and structures and restore same to a condition at least equal to that existing immediately prior to inflicting any damage or injury, at no cost whatsoever to County.
- 5.8 All brush, trimmings and other growth cut by Licensee shall be removed and disposed of by Licensee at its own cost and expense and at no cost or expense whatsoever to County.
- 5.9 County shall have the right, at any time during the License Term of this Agreement to allow County and other governmental agencies and utilities providers to install utilities, cables, and other underground installations at the Licensed Property, and Licensee shall take such steps as are necessary in order to protect the Airport Billboard in connection with any such installations. Provided Licensee is notified by the County or a utility provider of a proposed installation at the Licensed Property, Licensee shall comment in writing on the proposed installations consistent with its current standard engineering and construction specifications applicable to owners or third parties seeking to install improvements adjacent to Licensee's Airport Billboard. Licensee shall furnish the County with a copy of such current specifications with its response to said notice.
- 5.10 During any installation, maintenance, repair, removal or relocation of the Airport Billboard, Licensee will ensure that air and vehicle traffic shall be continuously maintained and that Airport operations shall not be interrupted.
- 5.11 **Licensee to Provide As-Builts.** Within one hundred twenty (120) calendar days after completion of any installation or any alteration of the Airport Billboard, Licensee shall, at its sole cost and expense, provide the Aviation Department with two complete sets of "as-built" plans and specifications, including Mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets said Department's graphic standards of the "as-constructed" or "record" plans for such improvements. The Licensed Property shall remain, free and clear of all liens, claims and encumbrances whatsoever.

ARTICLE VI  
LICENSEE CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

- 6.1 Licensee agrees to conform with and abide by such rules, regulations, and policies as may from time to time be adopted and imposed by the County with reference to installing, maintaining, operating, repairing, replacing, abandoning or removing of its Airport Billboard.

ARTICLE VII  
NOTICES

- 7.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by overnight courier with receipt acknowledgment, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. All notices, approvals and consents required hereunder must be in writing to be effective. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director of Aviation  
Broward County Aviation Department  
2200 SW 45 Street  
Suite101  
Dania Beach, Florida 33312

FOR CBS OUTDOOR, LLC:

CBS Outdoor, LLC  
2640 NW 17 Lane  
Pompano Beach, Florida 33064

ARTICLE VIII  
NON-EXCLUSIVE

- 8.1 The privilege granted to Licensee in this Agreement shall not be construed as precluding the County from providing like or similar privileges to others at the Airport or other County-owned property. This Agreement shall in no way prohibit or restrict County from itself installing or granting to other persons, firms or corporations the right: (i) to install utilities within the same Licensed Property



covered by this Agreement; and (ii) the right to install billboards and advertising at locations that are not within the Licensed Property.

ARTICLE IX  
RIGHTS CUMULATIVE

- 9.1 The rights of the County and Licensee shall be cumulative and in addition to rights otherwise provided by the statutes and laws of the State of Florida. Failure on the part of the County or Licensee to promptly exercise any such available right shall not operate nor be construed to operate as a waiver or forfeiture of any such right.

ARTICLE X  
PROVISIONS BINDING ON SUCCESSORS AND ASSIGNS

- 10.1 The provisions and terms hereof shall extend to and be binding upon the parties' successors and assigns.

ARTICLE XI  
INDEMNIFICATION

- 11.1 Licensee shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Licensee, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action, or demand, Licensee shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Director of Aviation and the County Attorney, any sums due Licensee under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE XII  
LICENSEE'S RIGHT TO ENTER;  
EMERGENCY WORK; FAA SECURITY REQUIREMENTS

- 12.1 Subject to the provisions of this Agreement, Licensee is hereby given the right to enter upon the Licensed Property (as well as the County's adjacent property, as reasonably required) at all reasonable times, for the purpose of installing, maintaining, operating, repairing, replacing and removing the Airport Billboard.
- 12.2 Notwithstanding any other provisions in this Agreement to the contrary, in the case of an emergency relating to the Airport Billboard, Licensee shall have the right, in accordance with applicable federal or state laws and regulations, to immediately commence emergency work on its facilities located at the Licensed Property. Licensee shall notify the County, and other appropriate public officials or governmental agencies, of such an emergency as soon as the emergency condition is discovered by Licensee, or Licensee learns of the emergency condition. Licensee shall coordinate responses during an emergency with County, the Aviation Department and other appropriate public officials or governmental agencies. As use herein, the term "emergency" means the imminent loss of life or property.
- 12.3 Airport Security Program and Aviation Regulations. Licensee agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Licensee, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Licensee agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that subcontractors, employees, invitees and guests observe these requirements. If required by the Aviation Department, Licensee shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Licensee, its subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, Airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Licensee agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Licensee further agrees to rectify any security deficiency or other deficiency as may be determined as such by the

County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Licensee fails to remedy any such deficiency, the County may do so at the sole cost and expense of Licensee. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency. The provisions of this Section 12.3 shall survive the expiration or any other termination of this Agreement.

- (a) Access to Security Identification Display Areas and Identification Media. The Licensee shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Licensee shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Licensee's personnel transferred from the Airport or terminated from the employ of the Licensee, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Licensee shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The Licensee shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the Licensee to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.
- (b) Operation of Vehicles on the AOA. Before the Licensee shall permit any employee of Licensee or of any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the Licensee shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Licensee or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- (c) Consent to Search/Inspection. The Licensee agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Licensee further agrees on behalf of itself and its contractors that it

shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Licensee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Licensee agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Licensee or by any contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Licensee or by any subcontractors.

### ARTICLE XIII COMPENSATION TO COUNTY

- 13.1 Licensee shall pay County annual fees ("Billboard Fees") for the non-exclusive right to construct, operate and maintain the Airport Billboard at the Licensed Property in an amount equal to the greater of twenty-five percent (25%) of annual Gross Revenues from the Airport Billboard ("Gross Revenues Portion") or a Minimum Annual Guarantee of Thirty Two Thousand Four Hundred Fifty Nine and 68/100 Dollars (\$32,459.68) (the "MAG"), together with applicable sales taxes. Licensee shall make equal monthly installment payments of the MAG to the County ("Monthly MAG Payments"), together with applicable sales taxes. The Monthly MAG Payments shall be paid in advance, without billing, on the first (1st) day of each month throughout the License Term of this Agreement, commencing on the Commencement Date.
- 13.2 The County and Licensee agree that the MAG established in 13.1, above, shall be adjusted on the first (1st) day of each "Yearly Period" (as hereinafter defined), with each such date being referred to as an "Adjustment Date." Each such adjusted MAG (together with applicable sales taxes thereon) shall be the new MAG for the succeeding Yearly Period (subject to further adjustment as provided in this Agreement). The term "Yearly Period" shall mean the period beginning on the Commencement Date and ending on the last day of the twelfth (12th) month thereafter, and each twelve-month period thereafter during the License Term.
- (a) On each Adjustment Date, the MAG shall be increased to an amount equal to the greater of either: (1) the product of the MAG paid during the immediately preceding Yearly Period multiplied by the "CPI Multiplier," as hereinafter defined; or (2) the product of the MAG paid during the immediately preceding Yearly Period multiplied by 1.03. The product of such multiplication shall be the amount of the MAG payment to be made during the next succeeding Yearly Period, commencing on the first day of each such Yearly Period. Upon determining the MAG adjustment, the Aviation Department shall advise Licensee of the new annual MAG and the Monthly MAG Payments. In no event shall any

adjusted annual MAG established be less than the total annual MAG paid during the preceding Yearly Period.

(b) The "CPI Multiplier" is a fraction, the numerator of which shall be the "CPI Index Number," as hereinafter defined, indicated for the month that is three (3) months prior to the Adjustment Date and the denominator of which shall be the CPI Index Number indicated for the month that is fifteen (15) months prior to the Adjustment Date.

(c) The "CPI Index Numbers" are the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS -UNITED STATES CITY AVERAGE - ALL ITEMS" (1982-1984 =100) ("Consumer Price Index") issued by the Bureau of Labor Statistics, United States Department of Labor. The adjustment made based upon the provisions hereof shall be made solely by County. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such Index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Agreement without further proof of authenticity. Should the Bureau of Labor Statistics cease publishing the above-described Index, then such other Index as may be published by the United States Department of Labor that most nearly approximates the discontinued Index shall be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an Index approximating the Index contemplated, then such Index as may be published by another United States governmental agency which most nearly approximates the Index first above referenced shall govern and be substituted as the Index to be used.

- 13.3 At the end of each Yearly Period during the License Term, Licensee shall provide the County with a true-up accounting report. Licensee shall have ninety (90) calendar days following the end of each Yearly Period to issue an accounting report to the Aviation Department, in the form attached hereto and made a part hereof as **Exhibit C**, showing all payments made by Licensee to the County for such Yearly Period, and all Gross Revenues from the Airport Billboard for the Yearly Period. The accounting report shall be signed by the regional real estate representative of Licensee.
- 13.4 For any Yearly Period, if requested in writing by the Aviation Department, the accounting report shall be prepared by a Certified Public Accountant in accordance with the provisions of the Codification of Statements on Auditing Standards. The accounting report shall include the following: (a) a schedule of all Gross Revenues from the Airport Billboard during the Yearly Period; (b) a statement of the MAG amount for the Yearly Period; (c) backup of all monthly Gross Revenues and agency advertising commissions; and (d) a calculation to determine the total amount of the Billboard Fees payable for the Yearly Period. By the ninetieth (90th) calendar day following the end of each Yearly Period,

Licensee shall pay to the County the balance of the Billboard Fees, if any, due to the County for the preceding Yearly Period.

- 13.5 The term "Gross Revenues" shall mean the aggregate of all charges or other fees charged by Licensee on all sales made by Licensee for advertising or other use of the Airport Billboard and all other items and revenues of every kind and character derived from, arising out of or payable on account of any business conducted by Licensee with respect to the Airport Billboard or the Licensed Property, whether for cash or credit, whether the same shall be paid or unpaid. Gross Revenues shall include all monies paid or payable to Licensee and any of its sublicensees, assignees, contractors or management companies that are derived from the Airport Billboard or the Licensed Property. Gross Revenues shall not include the following, which shall be deducted before the calculation of Gross Revenue: federal, state or municipal taxes or agency advertising commissions that are reflected in an advertising contract. In addition, Gross Revenues shall not include any sales tax collection allowance paid by the State of Florida to Licensee as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax or any taxes imposed by law which are separately stated to and paid by a customer and directly payable by Licensee to a taxing authority.
- 13.6 All payments of Billboard Fees (both Monthly MAG Payments and the Gross Revenues Portion) required to be made by Licensee hereunder shall be made payable to "Broward County," and shall be paid to the Finance Division, Broward County Aviation Department, 2200 SW 45th Street, Suite 101, Dania Beach, FL 33312, or to such other office or address as may be substituted therefore. Any Monthly MAG Payment installment or Gross Revenues Portion that is not paid within fifteen (15) calendar days following written notice that the payment is past due, shall thereafter be subject to eighteen percent (18%) interest thereon, from the date due. The acceptance by the County of any payment made after the due date shall not be construed as a waiver of any interest due hereunder.
- 13.7 Licensee shall be responsible for paying any taxes, fees or license charges that may be levied, assigned or charged by any appropriate taxing or licensing authority, related to the Airport Billboard, the Licensed Property and all revenues generated therefrom.
- 13.8 Licensee shall keep and maintain logs of all advertising agreements, and shall keep and maintain copies of all advertising agreements, invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, and all other documents pertinent to this Agreement (collectively, "books and records"). The books and records of Licensee shall, among other things, show all sales of advertising services made and all advertising services performed for cash, or credit, or otherwise, without regard to whether paid or not, all labor, overhead and all sales taxes collected, and also, the Gross Revenues of said

business, and the aggregate amount of all sales and services and orders of all the Licensee's business done upon or within the Licensed Property, or in connection with the Airport Billboard. Licensee agrees to operate its business so that a duplicate advertising agreement invoice and receipt, serially numbered, shall be issued with each sale or transaction, whether for cash, credit or otherwise or other comparable documentation acceptable to the Aviation Department. Licensee further agrees to keep its books and records in accordance with generally accepted accounting principles and agrees to maintain such other books and records as the County may request, showing Gross Revenues, sales made and services rendered for cash, credit, or otherwise. The Licensee shall keep separate books and records for its Airport operations.

- (a) Licensee's books and records shall be kept and maintained during the "Retention Period," which is defined as the greater of: (a) the required retention period of the Florida Public Records Act (Chapter 119, F.S.), if applicable; or (b) the period of time covering the License Term of this Agreement and any extensions thereof and for a period of three (3) years after the expiration or termination of this Agreement; or (c) if any audit has been initiated and audit findings have not been resolved at the end of the three (3) years, the books and records shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Licensee's records, Licensee shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Licensee. Licensee shall make all books and records required to be maintained hereunder available to the Aviation Department at the Airport, or at the corporate headquarters of Licensee, as may be directed by the Aviation Department.
- (b) The County shall have the right, upon reasonable notice to Licensee at any time during the Retention Period, to review, inspect or audit the Licensee's books and records relating to the Licensee's operations pursuant to this Agreement. In the event that any audit reflects that the Billboard Fees paid by Licensee during such year shall be less than the Billboard Fees due and owing for such year, then Licensee shall immediately pay the difference to the County with interest thereon at eighteen percent (18%) per annum from the date such additional Billboard Fees were due.
- (c) If, as a result of any audit, it is established that the Licensee has understated the Gross Revenues received by it from all operations covered by this Agreement by three percent (3%) or more (after any deductions and exclusions provided for herein) during the period covered by the audit, the entire expense of said audit shall be borne by the

Licensee. The provisions of this Section 13.8 shall survive the expiration or termination of this Agreement.

- 13.9 The Licensee shall post a security deposit with the County in an amount equal to four (4) monthly installments of the Monthly MAG Payments, plus applicable sales taxes ("Security Deposit"). The Security Deposit shall serve as security for the payment of all monies due to County and shall also secure the performance of all obligations of Licensee to the County. The Security Deposit shall be either in the form of cash or an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to the County. No interest shall be paid on said Security Deposit. In the event of any failure by Licensee to pay when due any fees or charges or upon any other failure to perform its obligations or other default under this Agreement, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down the full amount of the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Licensee shall immediately replace the Security Deposit with a new Letter of Credit or cash in the full amount of the Security Deposit required hereunder. The Aviation Department upon fourteen (14) calendar days' notice to the Licensee may require an increase in the amount of the Security Deposit to reflect any increases in the monies payable hereunder. In addition, the Aviation Department, upon fourteen (14) calendar days' notice to the Licensee, may require an increase in the amount of the Security Deposit equal to up to the MAG hereunder (plus the amount of the sales tax charge applicable thereto) because of increased obligations hereunder, or if upon a review of Licensee's payment or performance history at the Airport, the Aviation Department determines an increase should be required. The Security Deposit instrument shall provide coverage from the Commencement Date and shall be kept in full force and effect throughout the License Term of this Agreement and for a period of six (6) months thereafter.
- (a) Any cancellation of the Security Deposit instrument without the consent of the County prior to the end of the aforesaid six (6) months following termination of this Agreement shall be a default of this Agreement. Not less than one hundred twenty (120) calendar days prior to any expiration date of the Letter of Credit, Licensee shall submit evidence in form satisfactory to County that said security instrument has been renewed. A failure to renew the Letter of Credit, or to increase the amount of the Security Deposit, if required pursuant hereto, shall: (i) entitle the County to draw down the full amount of such Security Deposit; and (ii) be a default of this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to the Licensee until all obligations under this Agreement are performed and satisfied.
  - (b) Each Letter of Credit provided hereunder or under any other section or provision of this Agreement, shall be provided by a financial institution of



recognized standing authorized to do business in the State of Florida. Throughout the term of the Letter of Credit, the financial institution that has issued the Letter of Credit must maintain a relationship with a financial institution having an office in Broward, Miami-Dade, or Palm Beach County, Florida at which the Letter of Credit may be presented for drawing down, and the financial institution that has issued the Letter of Credit must have been in business with a record of successful continuous operation for at least five (5) years. Each Letter of Credit shall be in form and substance satisfactory to the County.

#### ARTICLE XIV COMPLIANCE WITH REGULATIONS

- 14.1 Licensee agrees that it will at all times comply with and abide by all laws, ordinances, rules, regulations, and tariffs of all federal, state, County and local governmental entities and agencies having jurisdiction over, and applicable to, the activities of Licensee, expressly including those dealing with environmental protection, at the sole expense of Licensee.
- 14.2 Licensee expressly acknowledges and agrees that it is responsible for the present environmental condition of the Licensed Property over which this Agreement is granted, to the extent caused by Licensee, its predecessors, servants, agents or employees.
- 14.3 Nothing herein shall relieve Licensee of its general duty to cooperate with County in ascertaining the source and containing, removing and abating any environmental condition or materials, and with respect to any environmental conditions caused by Licensee, its predecessors, servants, agents or employees, the provisions of Article 14.4 shall apply. The Aviation Department shall cooperate with Licensee with respect to Licensee's obligations pursuant to these provisions, including making public records available to Licensee in accordance with Florida law. The Aviation Department and its employees, contractors, and agents, and the federal, state, local and other County agencies, and their employees, contractors, and agents, at times in accordance with all applicable laws and regulations, shall have the right to enter the Licensed Property for the purposes of inspections, testing, sampling, examinations and audits as it deems appropriate.
- 14.4 Licensee shall at all times be responsible for any environmental condition and the associated impacts to the environment from any release caused by Licensee, or by Licensee's operations, actions or facilities (any such causes being referred to as "Licensee Impact"), whether before or after the Commencement Date of this Agreement. Any such environmental conditions and the associated impacts to the environment, shall at Licensee's sole expense, and upon demand of County or any of its agencies or any local, state, or federal regulatory agency, be

immediately contained, removed and remediated to meet the requirements of all applicable laws and regulations.

#### ARTICLE XV INSURANCE REQUIREMENTS

- 15.1 In order to insure the indemnification obligation contained above in Article XI, Licensee shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this License Agreement (unless otherwise provided), the insurance coverages set forth in the subparagraphs below, in accordance with the terms and conditions required by this Article XV. All coverage required under this Agreement shall remain in continuous force and effect at all times during the term of this Agreement.
- 15.2 Such policy or policies shall be without any deductible amount (except as may be expressly authorized herein) and shall be issued by companies authorized to do business in the State of Florida with a minimum AM Best financial rating of "A-". Licensee shall be responsible for any policy deductible. Licensee shall specifically protect Broward County and the Broward County Board of County Commissioners by naming Broward County as an additional insured under its General Liability policy, which policy will include and cover any environmental impairment, and Automobile Liability policy.
- 15.3 Commercial General Liability shall have minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and One Million and 00/100 Dollars (\$1,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy insuring bodily injury and property damage that arises from Licensee's negligence, without restrictive endorsements, as filed with the Insurance Services office and must cover for Licensee's operations and include broad form property damage, XCU, Premise and/or Operations, products and completed operations, and Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this License Agreement.

County is to be expressly included as an Additional Insured in the name of Broward County with respect to liability (General/Excess Umbrella) for operations performed for the name of the insured by independent and/or subcontractors that are hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.

- 15.4 Business Automobile Liability Insurance shall be provided in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence combined single limit for property damage and bodily injury for all automobiles being driven landside, and Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence combined single limit for property damage and bodily injury for all automobiles being driven airside. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for: owned, non-owned and hired vehicles.
- 15.5 Workers' Compensation Insurance shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Million and 00/100 Dollars (\$1,000,000.00) each accident.
- 15.6 All policies of insurance required herein, shall be evidenced by certificates of insurance, which provide County with thirty (30) calendar days prior written notice of cancellation and/or non-renewal and/or restriction. Licensee shall provide County with the required certificates of insurance prior to the commencement of this Agreement. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination of this Agreement. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this License Agreement and until all performance required hereunder is completed.
- 15.7 The aforesaid minimum limits of liability shall be reviewed from time to time by County and may be adjusted by County if County reasonably determines such adjustments are necessary to protect County's interest. When such policies or certificates have been delivered by the Licensee to the County as aforesaid and at any time or times thereafter, the County may notify the Licensee in writing that the insurance represented thereby does not conform to the provisions of this Article XV either because of the amount or because of the insurance company or for any other reason, and the Licensee shall have fifteen (15) calendar days in which to cure any such defect. Compliance with the requirements of this Article as to the carrying of insurance shall not relieve the Licensee of its liability under any other provision of this License Agreement.
- 15.8 Subrogation. Notwithstanding anything to the contrary herein, Licensee waives any right of recovery against County for any loss or damage to the extent the same is required to be covered by Licensee's insurance hereunder. Licensee shall obtain from its insurers, if possible, a waiver of any subrogation the insurer may have against County in connection with any loss or damage covered by Licensee's insurance.

- 15.9 Safety Management System ("SMS"). Licensee shall report any and all incidents which have occurred on or about its Property or which have occurred anywhere on the Airport and is related to any of its operations, to the Aviation Department's Safety Manager/Risk Manager as set forth below and cooperate with any subsequent investigations in compliance with Aviation Department's SMS projects and any other requirement as set forth by FAA's SMS final order, if applicable. All incidents shall be reported in writing to the attention of the Aviation Director at 2200 SW 45<sup>th</sup> Street, Suite 101, Dania Beach, FL 33312, within twenty-four (24) hours of its occurrence. Additionally and simultaneously, a copy of the report shall be emailed to [FLLSafety@broward.org](mailto:FLLSafety@broward.org) or any other email address as directed in writing by the Aviation Department.

ARTICLE XVI  
LICENSES, PERMITS, TAXES

- 16.1 Licensee agrees that it will obtain and keep in full force and effect all licenses, permits, and authorizations required by any federal, state, County, or local governmental authority having jurisdiction over the business or activities conducted by Licensee on the Licensed Property. Licensee agrees that it will pay any taxes that may be levied on rights or interests granted to it hereunder and on its improvements.

ARTICLE XVII  
ASSIGNMENT

- 17.1 Licensee shall not transfer, assign, pledge, mortgage, or otherwise encumber this Agreement or any rights or obligations hereunder or allow same to be assigned by operation of law or otherwise (any such action being called an "assignment") without the prior written consent of the County, which consent may be conditioned upon such additional terms and conditions as may be imposed in the reasonable discretion of the Aviation Department, acting on behalf of the County.
- 17.2 The Licensee's request for consent to an assignment shall include copies of all documentation pertaining to the assignment. In addition, the Licensee shall provide the Aviation Department with such additional information and documentation as may be reasonably requested. The factors upon which the decision on whether to grant such consent or not, shall include without limitation: (1) an assessment of whether the proposed assignee meets standards of creditworthiness; (2) whether the Licensed Property will be used only for the purposes described herein; and (3) an assessment of the ability of the proposed assignee to perform the obligations under this Agreement. In the event of any assignment, the Licensee shall not be released of any liability hereunder and the

assignee shall be required to execute a written assumption agreement, agreeing to assume all obligations and liabilities under this Agreement and to abide by all of the terms and provisions of this Agreement, which assumption agreement must be acceptable to the Aviation Department in all respects. In the event that the Licensee shall seek the County's consent to an assignment to an affiliate of the Licensee, then as a condition of such assignment, Licensee (or those persons or entities that have majority ownership of Licensee, directly or indirectly) may be required to execute an irrevocable Guaranty of Payment and Performance of this License, which shall be in form and substance satisfactory to the Aviation Department.

- 17.3 In no case will an assignment be permitted if a default shall have occurred hereunder and remain uncured.
- 17.4 An "assignment" shall include any transfer of this License by merger, consolidation or liquidation or by operation of law, or if Licensee is a corporation, any change in control of or ownership of or power to vote a majority of the outstanding voting stock of Licensee, or of any parent corporation of Licensee from the owners of such stock or those controlling the power to vote such stock on the date of this License (whether occurring as a result of a single transaction or as a result of a series of transactions), or if Licensee is a limited or a general partnership or joint venture, any transfer of an interest in the partnership or joint venture (or a transfer of an interest in a corporate general partner or corporate joint venturer) which results in a change in control (either directly or indirectly) of such partnership or joint venture from those controlling such partnership or joint venture on the date of this License (whether occurring as a result of a single transaction or as a result of a series of transactions). Notwithstanding the foregoing, a transfer of stock among current stockholders or among current stockholders and their immediate families, any transfer of stock resulting from the death of a stockholder, a transfer of partnership or joint venture interests among existing partners or among existing partners or joint venturers and their immediate families, or any transfer of such an interest resulting from the death of a partner or joint venturer, shall not be deemed an assignment for purposes of this Article. Notwithstanding the foregoing, the provisions of this Article 17.4 shall not apply to any public trades of registered stock of Licensee that occurs on a national stock exchange.
- 17.5 In the event any action specified hereunder for which consent is required shall be taken without the prior written consent of the County, then any such assignment or other action shall constitute a default of this Agreement and shall be null and void and of no force or effect as to this Agreement and in addition to all other available remedies, the County shall be entitled to immediately terminate this Agreement. Any written consent required hereunder shall not be effective unless evidenced by a written document signed by the authorized representative of the County. If the Licensee makes a request for County's consent to an assignment

pursuant to Section 17.1, above and the County does not consent to the requested assignment, then this Agreement shall thereafter terminate on the ninetieth (90th) calendar day following the issuance of County's written notice to Licensee that it does not consent to the assignment. By no later than ninety (90) calendar days following the issuance of County's written notice that it does not consent to the assignment, Licensee must complete the following: (i) procure all permits and perform all inspections required by regulatory agencies; (ii) demolish and remove the Airport Billboard and all debris, including the removal of all foundations and supporting structures; (iii) terminate electrical service; and (iv) restore the Licensed Property to its original condition. The terms and provisions hereof shall survive the termination of this Agreement. All costs of removal of the Airport Billboard shall be at the sole expense of Licensee.

ARTICLE XVIII  
JURISDICTION/VENUE/ WAIVER OF JURY TRIAL

- 18.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts or federal courts of the Seventeenth Judicial Circuit of Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, LICENSEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

ARTICLE XIX  
DEFAULT AND REMEDIES

- 19.1 If any one or more of the following events shall occur, same shall be an event of default under this License:
- (a) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Licensee, and such possession or control shall continue in effect for a period of thirty (30) calendar days; or

- (b) The Licensee shall voluntarily abandon, desert or vacate the Licensed Property or discontinue its operation at the Airport for a period of thirty (30) calendar days; or
  - (c) Any lien, claim or other encumbrance which is filed against the Licensed Property or Airport Billboard is not removed, or if the County is not adequately secured by bond or otherwise, within thirty (30) calendar days after the Licensee has received notice thereof; or
  - (d) The Licensee shall fail to pay the Billboard Fees within ten (10) calendar days following the date of written notice from County that any payments are past due; or
  - (e) The Licensee shall fail to make any other payment required hereunder when due to the County and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after notice is given to make such payments; or
  - (f) The Licensee shall take any action prohibited by Article 17 hereof without the prior written consent of the County; or
  - (g) Any business is conducted, or service is performed, or product is sold from the Licensed Property that is not specifically authorized by this Agreement, and such activity does not cease within ten (10) calendar days after receipt of notice to that effect; or
  - (h) The Licensee shall fail to keep, perform and observe each and every non-monetary promise, covenant and provision set forth in this Agreement on its part to be kept, performed or observed within thirty (30) calendar days after receipt of notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and the Licensee shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and diligently pursues such performance to completion).
- 19.2 Then upon the occurrence of any event set forth in 19.1, above, or at any time thereafter during the continuance thereof, the County may at its option immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and County may exercise any and all other remedies available to County hereunder or at law or in equity. In the event of any such termination, Licensee shall immediately quit and surrender the Licensed Property to County and shall cease operations at the Airport. Any such termination shall be without prejudice to any remedy for arrears of payments due hereunder or breach of covenant, or damages for the balance of the rent payable hereunder

through the full License Term of this Agreement, or any other damages or remedies whatsoever, including without limitation, all direct, indirect, consequential, and all other damages whatsoever.

- 19.3 In the event the Agreement is terminated pursuant to any provision of this Agreement, Licensee must: (i) procure all permits and perform all inspections required by regulatory agencies; (ii) demolish and remove the Airport Billboard and all debris, including the removal of all foundations and supporting structures; (iii) terminate electrical service; and (iv) restore the Licensed Property to its original condition. The Airport Billboard shall be removed in its entirety from the Licensed Property by Licensee, including above ground and below ground structures and facilities, within ninety (90) calendar days following written notice from the Aviation Department. The removal of the Airport Billboard shall be at the sole cost and expense of Licensee.
- 19.4 No acceptance by the County of Billboard Fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Licensee shall be deemed a waiver of any right on the part of the County to terminate this Agreement, or to exercise any other available remedies.
- 19.5 Failure by County to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the provisions of this Agreement. County and Licensee agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material provision hereof.
- 19.6 The rights of termination described above shall be in addition to any other rights provided in this Agreement and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Agreement and the exercise of any right of termination shall be without prejudice to any other such rights and remedies.

#### ARTICLE XX TERMINATION

- 20.1 In addition to termination of this Agreement pursuant to Article XIX, this Agreement may be terminated by the County upon non-use of the Licensed Property by Licensee for a period of one (1) continuous year. As used herein, "non-use of the Licensed Property" shall mean the failure to have at least one active, current advertising contract in effect for the placement of advertising on the Airport Billboard.



ARTICLE XXI  
MISCELLANEOUS

- 21.1 **No Liens or Mortgages.** The Licensed Property shall at all times remain free and clear of all mortgages, liens, claims and encumbrances whatsoever. The Licensee shall not enter into any mortgage of the Licensed Property or allow any lien, claim or encumbrance of the Licensed Property.
- 21.2 **Subordination of Agreement.** This Agreement, and all provisions hereof, is subject and subordinate to the terms and conditions of the instruments and documents under which the County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement and all provisions hereof, is subject and subordinate to any ordinances, rules or regulations which have been, or may hereafter be, adopted by the County pertaining to the Airport. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport, including, without limitation, the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, as amended. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by the County in connection with any revenue bonds issued by the County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation or assignment made at any time by County to secure any such bonds.
- 21.3 **Cooperation with County.** Licensee acknowledges that County is, or may be, subject to, or will be seeking regulatory approvals (collectively "Regulatory Approvals") consistent with its Master Plan and Part 150 Study. Licensee agrees to cooperate with County in connection with County's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, Licensee covenants and agrees: (i) to support County's efforts to obtain the Regulatory Approvals; and (ii) to execute any document(s) or instrument(s) reasonably requested by County in order to assist County in obtaining the Regulatory Approvals, provided that Licensee shall not be required to bear any expense in connection therewith and Licensee shall not be deemed an agent of County.

- 21.4 **Public Entity Crimes Act.** Licensee represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of these provisions shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities. In addition to the foregoing, Licensee further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Licensee has been placed on the convicted vendor list.
- 21.5 **Right of Flight.** The County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Licensed Property together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.
- 21.6 **Compliance with FAR Part 77.** All improvements, equipment, objects of natural growth and other obstructions on the Licensed Property shall be restricted to a height in order to comply with all applicable Federal Aviation Regulations, including but not limited to Part 77. Notwithstanding the foregoing, Licensee shall make no above grade improvements.
- 21.7 **No Hazards.** Licensee expressly agrees, for itself, its successors and assigns, to prevent any use of the Licensed Property which would interfere with or adversely affect the operation or maintenance of the Airport, or constitute a hazard to flight or aircraft.
- 21.8 **No Exclusive Rights.** Nothing herein contained shall be deemed to grant the Licensee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as codified in Title 49 USC Section 40103, et. seq., for the

conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, the Licensee shall have the right to use the Licensed Property pursuant to the provisions of this Agreement. It is expressly understood and agreed that the rights granted under this Agreement are non-exclusive.

- 21.9 **Right to Develop Airport.** The County reserves the right to further develop and improve the Airport, including but not limited to all landing areas and taxiways of the Airport, as it sees fit, regardless of the desires or views of the Licensee, and without interference or hindrance.
- 21.10 **Protection of Air Space.** Nothing contained in this Agreement shall grant to the Licensee any rights whatsoever in the air space above the Licensed Property. In that regard, the County reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to demolition or removal of structures upon the Licensed Property, together with the right to prevent the Licensee from erecting or permitting to be erected any improvement which, in the opinion of the County, would limit the usefulness of or interfere with the operations at the Airport, or constitute a hazard to aircraft.
- 22.11 **Specific Performance, Injunctive Relief.** The parties agree that in addition to all other remedies, the obligations contained in this Agreement shall be subject to the remedy of specific performance, injunctive relief, and writ of prohibition or mandamus to compel the other party to abide by the terms of this Agreement.
- 21.12 **Nondiscrimination, Equal Employment Opportunity and Americans With Disabilities Act.** To the extent required by federal law or regulations, Licensee agrees to abide by and comply with the requirements set forth on **Exhibit B**, attached hereto and made a part hereof. In addition, Licensee shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Licensee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Licensee shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- (a) Licensee's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

- (b) Licensee shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½, in performing any services pursuant to this Agreement.

- 21.13 **Independent Contractor.** Licensee is an independent contractor under this Agreement. Services provided by Licensee shall be subject to the supervision of Licensee, and such services shall not be provided by Licensee or its agents as officers, employees, or agents of the County. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 21.14 **Third Party Beneficiaries.** Neither Licensee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 21.15 **Contingency Fee.** Licensee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Licensee, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Licensee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the County shall have the right to terminate this Agreement without liability at its discretion, and to recover the full amount of such fee, commission, percentage, gift or consideration.
- 21.16 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. County and Licensee agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 21.17 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Licensee elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.
- 21.18 **Joint Preparation.** Preparation of this Agreement has been a joint effort of County and Licensee and the resulting document shall not, solely as a matter of

judicial construction, be construed more severely against one of the parties than any other.

- 21.19 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 21 of this Agreement shall prevail and be given effect.
- 21.20 **Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County and Licensee.
- 21.21 **Prior Agreements.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 21.22 **Captions.** The headings of the several articles, sections and paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof. Unless otherwise indicated, a reference herein to a paragraph, section or article shall mean a reference to the paragraph, section or article in this Agreement.
- 21.23 **Waiver of Claims.** Neither Licensee or Broward County shall be liable for any consequential damages, including without limitation any loss of anticipated profits, caused by: (i) any failure to comply with any obligations hereunder; (ii) any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof; (iii) any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same or any part thereof, from being carried out; or (iv) any change in the operation or configuration of, or any change in procedures governing the use of the Airport.
- 21.24 **Damage to Airport Facilities.** Licensee shall be responsible for any and all damage to the Airport caused by the negligence of Licensee including, but not limited to, damage to the terminal areas, roadways, and any and all areas where any activities are performed by Licensee.

- 21.25 **Survival.** Upon termination or expiration of this Agreement, Licensee and County shall remain liable for all obligations and liabilities that have accrued prior to the Termination Date, notwithstanding any provision of this Agreement to the contrary. No obligation, which accrued but has not been satisfied under any prior agreements between the parties, shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.
- 21.26 **No Recordation of Agreement.** Licensee shall not record this Agreement or any memorandum thereof in the Public Records of Broward County, Florida.
- 21.27 No commissioner, director, officer, agent or employee of County shall be charged personally or held contractually liable by or to Licensee under any term or provisions of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.
- 21.28 It is understood and agreed that this Agreement contains the entire agreement between the parties hereto.
- 21.29 All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to an article or section of this Agreement, such reference is to the article or section as a whole, including all of the paragraphs of such article or section, unless the reference is made to a particular provision of the article or section. Captions and headings used in this Agreement are for the convenience of reference of the parties and shall not be deemed to limit or in any way affect the meaning of any of the provisions of this Agreement.
- 21.30 **Dishonored Check or Draft.** In the event Licensee delivers a dishonored check or draft to the County in payment of any obligation arising under this Agreement, Licensee shall incur and pay a service charge in the amount established by the County from time to time, along with interest thereon at eighteen percent (18%) per annum from the original due date of such dishonored check or draft without further demand. In such event, the County may require that future payments be made by cashier's check or other means acceptable to the County.
- 21.31 **Late Payments and Interest.** The County shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due until the date paid on any amounts that are past due under this Agreement.

- 21.32 In the event of a breach of any of the terms or conditions of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Agreement.
- 21.33 **Binding Document.** This Agreement is binding at execution.
- 21.34 **Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached **Exhibit A ("Licensed Property")**, **Exhibit B ("Non-Discrimination Requirements")**, **Exhibit C ("Accounting Report")** and **Exhibit D ("FAA Determination")** are incorporated into and made a part of this Agreement.
- 21.35 **Multiple Originals.** Up to five (5) copies of this Agreement may be fully executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**

**BILLBOARD LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND  
CBS OUTDOOR, LLC**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and CBS OUTDOOR, LLC, signing by and through its \_\_\_\_\_.

COUNTY

ATTEST:

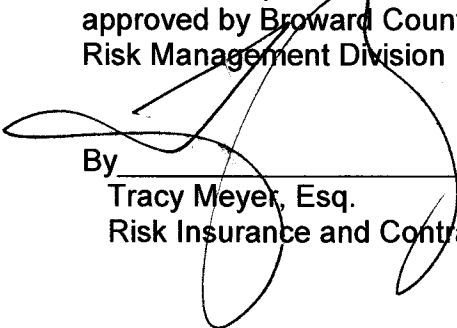
BROWARD COUNTY, by and through  
its Board of County Commissioners

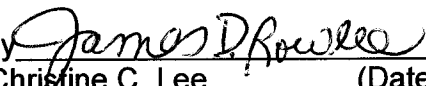
\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2014

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  \_\_\_\_\_ 4.7.14  
Tracy Meyer, Esq. (Date)  
Risk Insurance and Contracts Manager

By  \_\_\_\_\_ 4/2/14  
for Christine C. Lee (Date)  
Senior Assistant County Attorney

CCL/lg  
Billboard License Agreement  
01/13/14  
#14-071.38



**BILLBOARD LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND  
CBS OUTDOOR, LLC**

LICENSEE

CBS OUTDOOR, LLC

By: 

Print Name and Title:

Jon R. Campbell

TR UP

28<sup>th</sup> day of February, 2014

**WITNESSES:**

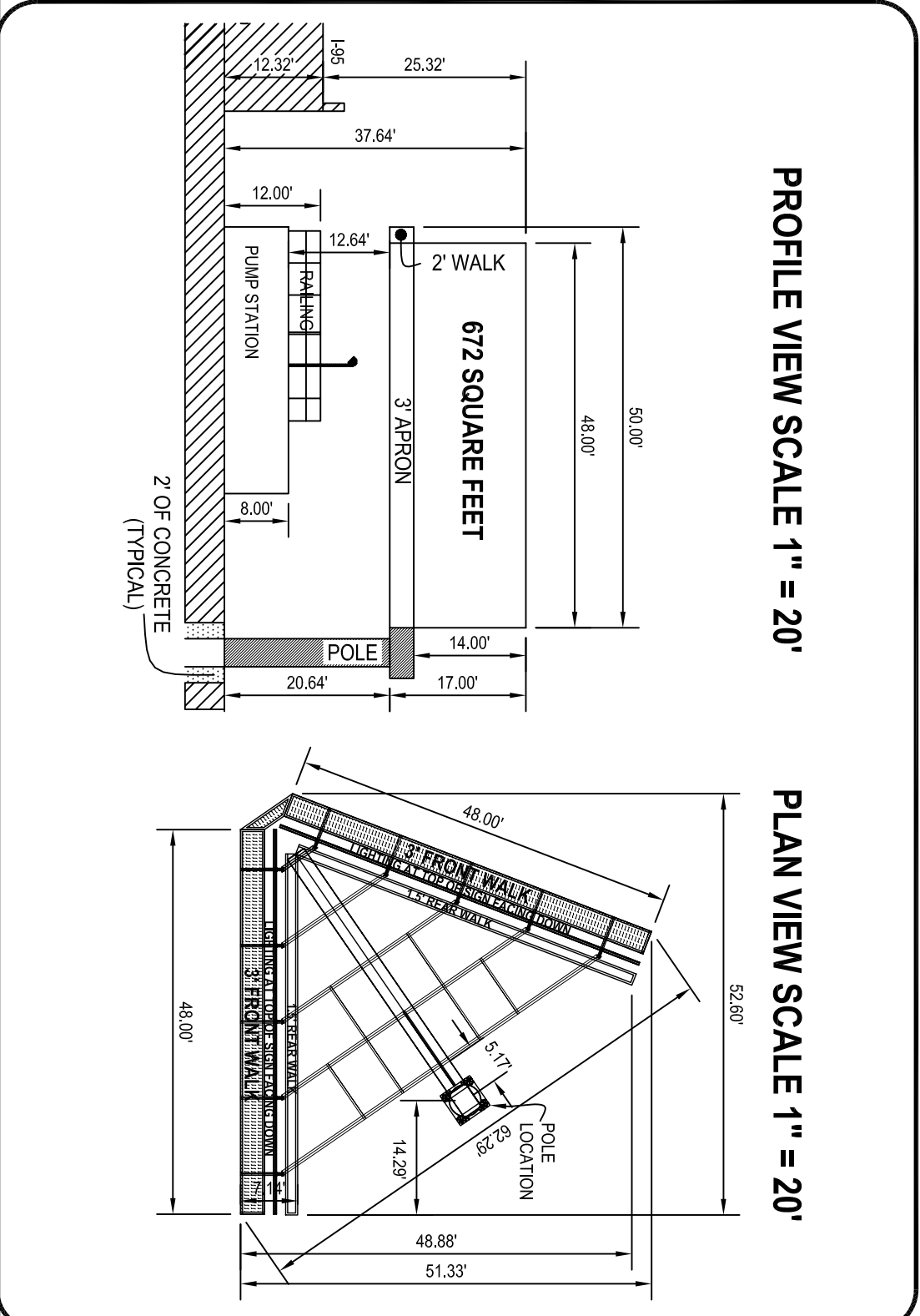
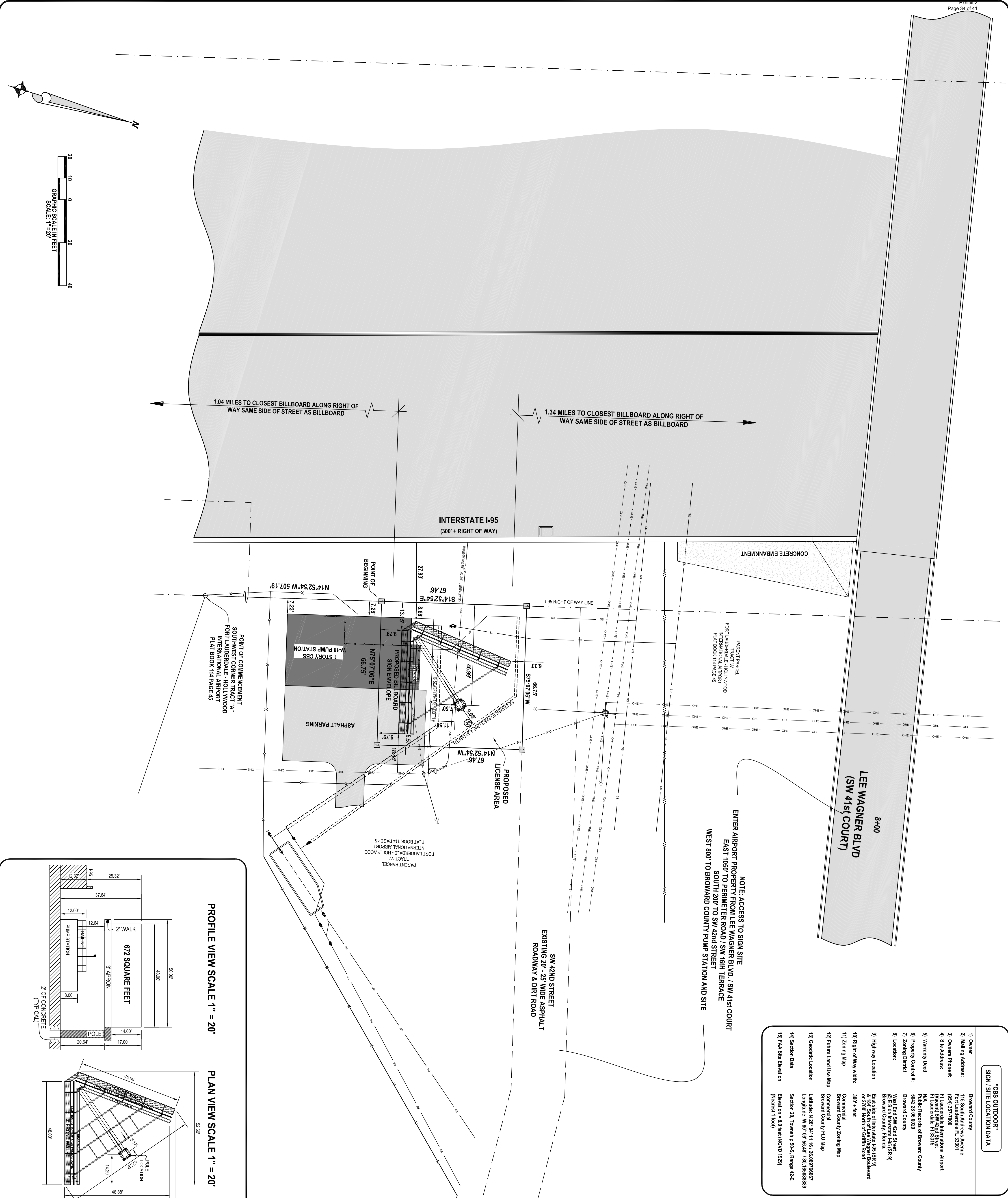
Laura W Jordan

Print Name: Laura Jordan

Casey Shea

Print Name: Casey Shea





SIGN SITE LOCATION DATA	
1) Owner:	Broward County
2) Mailing Address:	115 South Airline Avenue Fort Lauderdale, FL 33301
3) Owners Phone #:	(954) 357-7000
4) Site Address:	Fort Lauderdale International Airport (vicinity) SW 42nd Street Fort Lauderdale, FL 33315
5) Warranty Deed:	N/A
6) Property Control #:	Public Records of Broward County 5042 28 06 0020
7) Zoning District:	Broward County
8) Location:	West End SW 42nd Street @ E Side Interstate I-95 (SR 9) Broward County, Florida
9) Highway Location:	East Side of Interstate I-95 (SR 9) at SW 42nd Street, 1/4 mile or 200' North of Griffin Road
10) Right of Way width:	300' + feet
11) Zoning Map:	Commercial
12) Future Land Use Map:	Broward County Zoning Map
13) Geographic Location:	Broward County FLU Map Latitude: N 28° 04' 11.16" 28.06975687 Longitude: W 80° 07' 56.48" 80.15688889
14) Section Data:	Section 28, Township 50.S, Range 42-E
15) FPA Site Elevation:	Elevation = 8.0 feet (NGVD 1929) (Nearest 1 foot)



**LEGAL DESCRIPTION**  
A PARCEL OF LAND IN SECTION 28, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF TRACT "A", FORT LAUDERDALE - HOLLYWOOD INTERNATIONAL AIRPORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
  
COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE N14°32'54"W, ALONG THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 507.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N14°32'54"W ALONG SAID WEST LINE, A DISTANCE OF 67.46 FEET; THENCE N75°07'06"E, A DISTANCE OF 66.75 FEET; THENCE S14°32'54"E, A DISTANCE OF 67.46 FEET; THENCE S73°07'06"W, A DISTANCE OF 66.75 FEET TO THE POINT OF BEGINNING.  
  
CONTAINING IN ALL 4,503 SQUARE FEET AND/OR 0.10 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES**

- The current and expected use of the site is Commercial and meets the accuracy standards for such as required by the Florida Minimum Technical Standards per FAC chapter 61-G-17.
- The specific purpose of this survey is to provide data for permitting of a billboard sign. Notice, this sketch of survey depicts the complete limits of the legal description. For the purpose of this presentation, only the property lines and improvements adjacent to the proposed billboard have been field surveyed. This does not constitute a complete boundary survey of the overall legal description and improvements located therein.
- The overall Property contains 4,503 square feet / 0.10 acres more or less.
- Foundations, Footers and other Underground Facilities not located, unless otherwise shown.
- Encroachments as shown: Not determined for the purpose of this Survey.
- Existing easements and rights-of-way as shown hereon are per Record Plat, unless otherwise shown.
- Distances and angles / bearings shown hereon are per description and agree with the survey measurements unless otherwise specified.
- The bearing base is the North line of studied site and all other bearings are relative to the bearing base.
- No search of the Public Records by this Surveyor.
- This survey cannot be transferred or assigned, unless authorized by Daniel L. Blanton, Professional Surveyor and Mapper, PSM # 5988.
- Additions or Deletions to this sketch other than by the signing surveyor are prohibited.
- No valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

**ABBREVIATIONS**

- LB. = Licensed Business  
BLDG = Building  
CBS = Concrete Block Structure  
CONC = Concrete  
ORB = Official Record Book  
DOT = Department of Transportation  
FL = Florida  
US = United States  
SR = State Road  
POC = Point of Commencement  
POB = Point of Beginning

**LEGEND**

- Wood Power Pole  
Concrete Power Pole  
Sanitary Valve  
Guy Anchor  
Catch Basin  
Chain Link Fence  
Overhead Electric Line  
Underground Electric Line  
Underground Sewer Line

**PROPERTY CORNER & CONTROL DATA**

- 1 = Set 5/8" Iron Rod & Cap, Stamped LB 7497  
2 = Set PK Nail & Washer, Stamped LB 7497

<b>BOUNDARY SURVEY AND BILLBOARD SITE PLAN</b>		<b>PROFESSIONAL SURVEYOR &amp; MAPPER</b> FLORIDA CERTIFICATION NO. 5988	
		DANIEL L. BLANTON	
Florida Certificate LB No. 7497 41808 Rev. Sign Location 2 West Palm Beach, Florida Telephone: (772) 335-5123 Fax: (772) 335-5123 Email: DBlanton@5988.com		REFERENCE: 11445 Broward OFFICE: OLB REVISIONS: 41808 Rev. Sign Location 51508 Rev. Sign Layout 11/02/2008 Add Utility Sealings	
DATE OF SURVEY: 11/02/2006		SCALE: 1" = 20' DWG. NUMBER: 06-04-05 SHEET 1 OF 1	

I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-24, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



## EXHIBIT B NONDISCRIMINATION REQUIREMENTS

- I. During the performance of this contract, the Contractor for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:
- (a) Compliance With Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the USDOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
  - (b) Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (c) Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.
  - (d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate,

including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract, the County shall have the right to re-enter the premises as if said contract had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

- (f) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (g) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said Licensed Property described in this contract, for a purpose for which a USDOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.
- (h) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- II. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

The Contractor agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Contractor agrees that it will require its covered suborganizations to provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

The Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. The Contractor agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. The Contractor agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. The Contractor shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance

with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

Contractor shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Contractor shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to the Contractor who shall, in turn, submit same to the County for transmittal to the FAA.

- III. The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This "Provision" obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.
- IV. Contractors shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.



Original ☐ Revised ☐

Lessor: _____		Period Covering: _____	
Lease Number: _____		Division: _____	
Month	Advertiser	Monthly Revenue	Advertiser
Panel #:	Panel #:	Month	Monthly Revenue
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
Column A Total: \$0.00		Column B Total: \$0.00	

Total of Columns A and B:	\$0.00
Percentage:	0.00% \$ -
Florida State Sales Tax:	0.00% \$ -
Total Due:	\$0.00
Annual Rent	
Florida State Sales Tax:	0.00% \$ -
Additional Revenue Due	\$0.00

Approved By: _____	Prepared By: _____
Date: _____	Date: _____

6/14/2007

phxre-January 2007



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Orlando Airports District Office  
5950 Hazeltine National Dr., Suite 400  
Orlando, FL 32822-5003

Phone: (407) 812-6331  
Fax: (407) 812-6978

September 6, 2008

Mr. Kent George  
Airport Director  
Broward County Aviation Department  
100 Aviation Boulevard  
Fort Lauderdale, FL 33315

Dear Mr. George:

**RE: Fort Lauderdale International Airport; Fort Lauderdale, Florida  
Aeronautical Study 2008-ASO-576-NRA  
CBS Outdoor Billboard Installation**

The proposed change to your currently approved Airport Layout Plan (ALP) submitted by your **May 9, 2008** letter has been reviewed under the authority of Federal Aviation Regulation (FAR) Part 77 and under the requirements of the Terms and Conditions of Accepting Airport Improvement Program Grants dated March 29, 2005. This review has considered the safety and utility of aircraft operations and planned navigational aids as related to this proposal.

The proposal does not exceed any federal obstruction standard and has no effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, we have no objection to this proposal provided the following conditions are met.

- Air Traffic Manager or ATCT representative is coordinated with, invited to all meetings and any/all concerns are addressed / resolved.
- Neither permanent structure(s) nor construction equipment can shadow or block view of any airport movement area from ATCT in any way.
- Construction equipment/vehicles should be marked and lit in accordance with AC 70/7460-1.
- Airport manager issues all necessary NOTAMS.

This determination shall remain in effect until the next regular update of your ALP, or the next request for FAA approval of your ALP, whichever comes first. At that time, the facilities should be shown on the ALP either as "constructed" or "planned", whichever is appropriate. This determination is based, in part, on the foregoing description, which includes specific coordinates,



heights, frequencies and power. Any change in coordinates, heights, frequencies or use of greater power will void this determination. Any future construction or alteration, including increases in heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This is a determination with respect to the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground. In making this determination, the FAA has considered matters such as the effect the proposal would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property on the ground, and the effects that existing or proposed manmade objects (on file with the FAA) and natural objects within the affected area would have on the airport proposal.

The proposal included construction equipment including erecting a temporary crane. The crane use is approved provided the following:

- a. You comply with the requirements set forth in FAA Advisory Circular 150/5370-2E, "Operational Safety on Airports During Construction."

This determination does not include any environmental analysis or environmental approval for this proposal. All local and state requirements and/or permits must be obtained prior to construction of this proposal.

This determination does not constitute FAA approval or disapproval of the physical development involved in the proposal. It does not include approval of any lease, does not release any surplus or grant agreement acquired airport property, nor does it relieve the airport owner or the proponent of compliance with FAR, Part 155, or any other law, ordinance, or regulation of federal, state, or local government body or organization. Furthermore, the design and location of any stormwater retention/detention facilities on or near the airport must comply with FAA Advisory Circular 150/5200-33 "Hazardous Wildlife Attractants on or Near Airports", and must be approved on the ALP prior to construction, if the proposed ponds, were not included and approved in the subject Aeronautical Study.

Sincerely,

***"Original Signed By"***

Pedro J. Blanco  
Program Manager

Enclosure:  
Obstruction marking and lighting table  
Temporary crane notification guide  
cc:  
Land-Use Manager, FDOT/Central Office