

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
Haydon Burns Building  
605 Suwannee Street  
Tallahassee, Florida**

**NORTHAMPTON TEI EQUITIES, LLC,**

**Petitioner,**

**DOAH CASE NO. 20-1254  
DOT CASE NO. 19-027**

**vs.**

**DEPARTMENT OF TRANSPORTATION,**

**Respondent.**

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**FINAL ORDER**

On April 19, 2019, Northampton TEI Equities, LLC (Northampton), initiated this proceeding by filing a Request for an Administrative Hearing. The request was filed in response to a Notice of Violation—Illegally Erected Sign (Notice), issued by Respondent, Florida Department of Transportation (Department). On March 5, 2020, the matter was referred to the Florida Division of Administrative Hearings (DOAH). Before the matter could be heard, the parties entered into the attached Stipulation of Settlement, resolving all issues.

**FINDINGS OF FACT**

1. On March 20, 2019, the Department issued Northampton a Notice of Violation—Illegally Erected Sign (Notice Number 3646) regarding an outdoor advertising sign on the east side of Thomasville Road, milepost 7.578, in Tallahassee, Florida (Sign). The citation noted that the Sign was in violation of Section 479.105, Florida Statutes.

2. On April 19, 2019, the Department received a Request for an Administrative Hearing challenging the Department’s Notice. The Request was assigned DOT Case No. 19-027.

3. On March 5, 2020, the Parties referred this matter to DOAH. The matter was assigned DOAH Case No. 20-1254.

4. The Department and Northampton have agreed to amicably resolve the case without the necessity of a hearing, under the terms set forth in the Stipulation of Settlement.

**CONCLUSIONS OF LAW**

The Department has jurisdiction over the subject matter of and the parties to this proceeding pursuant to Chapters 120 and 479, Florida Statutes, and Chapters 14-10 and 28-106, Florida Administrative Code.

**ORDER**

Based on the foregoing Findings of Fact and Conclusions of Law, it is

**ORDERED** that Northampton may continue to maintain the Sign as an on-premise sign pursuant to the terms set forth in the Stipulation of Settlement.

**ORDERED** that Northampton's request for an administrative hearing is **DISMISSED**. It is further

**ORDERED** that the attached Stipulation of Settlement is incorporated into this Order by reference.

**DONE AND ORDERED** this 15<sup>th</sup> day of September, 2020.



**KEVIN J. THIBAUT, P. E.**  
Secretary  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street  
Tallahassee, Florida 32399

2020 SEP 15 AM 9:30  
RECEIVED  
CLERK

**NOTICE OF RIGHT TO APPEAL**

**THIS ORDER CONSTITUTES FINAL AGENCY ACTION AND MAY BE APPEALED BY ANY PARTY PURSUANT TO SECTION 120.68, FLORIDA STATUTES, AND RULES 9.110 AND 9.190, FLORIDA RULES OF APPELLATE PROCEDURE, BY FILING A NOTICE OF APPEAL CONFORMING TO THE REQUIREMENTS OF RULE 9.110(d), FLORIDA RULES OF APPELLATE PROCEDURE, BOTH WITH THE APPROPRIATE DISTRICT COURT OF APPEAL, ACCOMPANIED BY THE APPROPRIATE FILING FEE, AND WITH THE DEPARTMENT'S CLERK OF AGENCY PROCEEDINGS, HAYDON BURNS BUILDING, 605 SUWANNEE STREET, M.S. 58, TALLAHASSEE, FLORIDA 32399-0458, WITHIN 30 DAYS OF RENDITION OF THIS ORDER.**

Copies furnished to:

David Tropin, Esq.  
Austin Hensel, Esq.  
Assistant General Counsel  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, M.S. 58  
Tallahassee, Florida 32399

Michael Green  
Outdoor Advertising Administrator  
Department of Transportation  
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**STIPULATION OF SETTLEMENT**

Northampton Shopping Center, LLC, as successor-in-interest to Northampton TEI Equities, LLC, (“Northampton”),<sup>1</sup> and the Florida Department of Transportation, (“Department”), together referred to as “Parties,” enter into this Stipulation of Settlement (“Stipulation”) and agree as follows:

**RECITALS**

Northampton owns and operates an outdoor advertising sign on the east side of Thomasville Road, milepost 7.578, in Tallahassee, Florida (“Sign”).

Northampton owns parcels 142725 P0010, 142725 P0021, and 142725 P0023 (the “Parcels”) which, excluding the outparcels, comprise the Northampton Shopping Center located

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<sup>1</sup> At the time that the Notice of Violation giving rise to this matter was issued, the three parcels of the shopping center in question were owned by three affiliated entities as tenants-in-common; Northampton TEI Equities LLC was one of those three entities. Subsequent to issuance of the Notice, the three entities consolidated their interest in the three parcels into Northampton Shopping Center LLC, which is now the sole owner of the Northampton Shopping Center. Northampton TEI Equities is one of the entities which holds a membership interest in Northampton Shopping Center LLC.

at 2910 Kerry Forest Parkway, Tallahassee, Florida. The legal description for the three parcels is attached hereto as Exhibit A.

On March 20, 2019, the Department issued a Notice of Violation—Illegally Erected Sign, notice number 3646 (“Notice”), to Northampton regarding its Sign. The Notice stated that the Sign is illegal and must be removed within 30 days absent a timely request for a hearing or information provided to the Department sufficient to resolve the violation.

On April 19, 2019, Northampton requested a hearing challenging the Department’s Notice. The Petition was assigned DOT Case No. 19-027 (“the Matter”).

On March 5, 2020, the Parties referred this matter to the Division of Administrative of Hearings (“DOAH”). The Matter was assigned DOAH Case No. 20-1254.

On January 27, 1987, the date the Northampton Planned Unit Development’s (“Northampton PUD”) charter (attached as “Exhibit B”) was approved by the Leon County Board of Commissioners, the entirety of the 260-acre tract on which the Northampton PUD was developed including Kerry Forrest Parkway, where the Sign is located, was owned and operated by a singular ownership group. The Northampton PUD is a multi-use development that includes commercial, residential, and preservation areas. Currently, Northampton has a right-of-way encroachment agreement with the City of Tallahassee along Kerry Forrest Parkway that extends to the Sign.

The Northampton PUD’s charter, as approved by the Leon County Board of Commissioners, has an express provision that allows the Sign. Specifically, “Article XI: Signs” states in relevant part:

Allowable Signs

1. One Northampton identification sign at each entrance to the development on Streets A [Kerry Forrest Parkway] and B. The sign

may include the identification of individual businesses and services within the Northampton development.

The Department and Northampton have agreed to amicably resolve this issue without the necessity of a hearing, under the terms set forth in this Stipulation of Settlement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The recitals are incorporated in and made a part of this Stipulation.
2. Northampton may continue to maintain its Sign as an on-premise sign, so long as its advertising copy is limited to the “identification of individual businesses and services within the Northampton development” and remains at the entrance of the Northampton PUD on Kerry Forrest Parkway in accordance with Article XI of the Northampton PUD’s charter. The Sign shall only continue to exist in its existing footprint and must retain its current dimensions. Maintenance includes repair or reconstruction of the Sign in case of damage or deterioration
3. If Northampton sells or transfers ownership of the Northampton Shopping Center, if Northampton or Northampton Shopping Center ceases business operations, or if Northampton relocates the Northampton Shopping Center, the Sign will no longer be considered an on-premise sign and will become subject to the permitting requirements of Chapter 479, Florida Statutes. Any subsequent owner of the Sign will be required to obtain a permit from FDOT or demonstrate entitlement to an exemption under Section 479.16, Florida Statutes. Any subsequent owner of the Sign will be subject to the terms of this Paragraph unless the lease, sale, or transfer of the Northampton Shopping Center or the Sign meets the requirements of Paragraph 4 below.
4. Northampton may not lease, transfer, or sell the Sign to any other entity unless the lease, sale, or transfer meets the following requirements: 1) the new ownership entity must comply with all terms enumerated in this Stipulation in its entirety and 2) the new ownership entity must simultaneously own the Northampton Shopping Center, the Sign, and either own or hold a lease

to the parcel of land where the Sign is located. In order for any subsequent owner of the Sign to maintain the Sign's on-premise status, in addition to complying with all of the terms enumerated in this Stipulation, subsequent owners of the Sign must simultaneously own Northampton Shopping Center, the Sign, and either lease or own the parcel of land where the Sign is located. For purposes of this Stipulation, the right of way encroachment agreement with the City of Tallahassee shall be considered a form of lease.

5. Northampton shall not erect any sign at the entrance to the Northampton PUD on Velda Dairy Road. If Northampton wishes to erect a sign at the entrance to the Northampton PUD on Velda Dairy Road it must first obtain a permit from the Department pursuant to Chapter 479, Florida Statutes, prior to erecting the sign. In the event that Northampton erects a sign at the entrance to the Northampton PUD on Velda Dairy Road without first obtaining a permit from the Department, the Department will remove the sign structure and Northampton will reimburse the Department for the entire cost of removal.

6. The Department will continue to monitor the Sign. Nothing in this Stipulation prevents the Department from taking all action available under Florida law if a new violation involving the Sign occurs. A violation shall be considered new if the sign or its ownership interest fails to comply with any of the conditions contained in this Stipulation.

7. Each Party shall bear its own costs and attorney's fees in this proceeding.

8. Northampton shall withdraw its request for an administrative hearing upon execution of this Stipulation.

9. Northampton, for itself and its attorneys, administrators, heirs, and assigns, unconditionally releases and forever discharges the State of Florida and the Department and its Secretary, agents, employees, representatives, insurers, and attorneys from any and all charges,

complaints, claims, liabilities, demands, actions, causes of actions, suits, damages, losses, and expenses of any nature, including attorney's fees and costs, whether known or unknown, whatsoever arising from any or all of the facts or circumstances which give rise to, or related to this Matter in any manner, from the beginning of time until the date of final execution of this Stipulation. This release is not intended to waive any rights Northampton has under Chapter 120 regarding any future notice of violation or other enforcement action relating to the subject sign.

10. This Stipulation may not be used to set any future precedent by any party and may not be used in any future litigation, including an administrative proceeding, except to enforce the terms of the Stipulation.

11. Northampton agrees to indemnify the Department and its Secretary, agents, employees, representatives, insurers, and attorneys ("Department and Indemnitees"), and to hold the Department and Indemnitees harmless against any loss, liability, or expense incurred without negligence or bad faith on the part of the Department and Indemnitees, arising out of or in connection with this Stipulation of Settlement, including the costs and expenses of defending the Department and Indemnitees against any claim or liability in connection with the exercise or performance of any powers or duties hereunder. This indemnification shall survive the termination of this Stipulation. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's sovereign immunity.

12. If a provision of this Stipulation of Settlement is held invalid, the remainder shall not be affected, subject to the law of severability. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

13. The parties hereto represent and warrant that terms of this Stipulation of Settlement were negotiated at arm's length, and this Stipulation of Settlement was prepared without fraud,



duress, undue influence, or coercion of any kind exerted by any of the parties upon other, and that the execution and delivery of this Stipulation of Settlement is the free and voluntary act of each party hereto.

14. The terms of this Stipulation of Settlement may not be changed, waived, discharged, or terminated orally, but only by an instrument or instruments in writing, signed by both signatories to this Stipulation (or, if the Parcels are sold or transferred, by FDOT and the current owner of the Parcels).

15. Any failure of any party to insist upon the strict performance of any terms or provisions hereof shall not be deemed to be a waiver of any of the terms and provisions thereof.

16. This document incorporates and includes all prior negotiations, correspondence, agreements, or understandings of the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Stipulation of Settlement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

17. The parties stipulate to and request entry of a final order consistent herewith.

18. The Stipulation of Settlement is contingent upon the approval of the Secretary of the Department or his authorized representative. Until such approval is received, by the issuance of a Final Order, the Department incurs no liability or obligation whatsoever pursuant to this Stipulation.

19. Each individual signing this Stipulation directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given

and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein. A signature transmitted by facsimile or as a pdf copy to electronic mail shall be treated as original for all purposes.

The parties hereto have executed the foregoing Stipulation of Settlement:

**FLORIDA DEPARTMENT OF TRANSPORTATION**

Signed this 17<sup>th</sup> day of August, 2020.

By: 

Printed: Kenneth J. Pye

**Legal Review:**

By: 

David Tropin  
Assistant General Counsel

**NORTHAMPTON SHOPPING CENTER LLC**  
as successor in interest to  
**NORTHAMPTON TEI EQUITIES, LLC.**

Signed this 18<sup>th</sup> day of August, 2020.

By: 

Title: Manager

Printed: Robert Kantor