

Holland & Knight

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May 21, 2014

VIA HAND DELIVERY and
ELECTRONIC MAIL

Mr. Julian H. Perez
Planning and Zoning Director
City of Doral
8401 NW 53rd Terrace, 2nd Floor
Doral, FL 33166

RECEIVED

City of Doral
Planning & Zoning Department

Date: 5/21/14

Project Name: Viewpoint

**Re: SDE Media LLC's Request for Assignment Pursuant to ~~the~~ City Settlement
Agreement dated July 9, 2009**

Dear Mr. Perez:

Our firm represents SDE Media LLC ("SDE Media") and Santiago D. Echemendia, individually and as a co-managing member of Viewpoint Outdoor LLC ("VP"). This letter shall serve to respectfully request, on behalf of VP and SDE Media, the City's approval of the assignment of certain rights and obligations of VP to SDE Media pursuant to the Settlement Agreement between the City of Doral and VP dated July 8, 2009 ("City Settlement Agreement") and that certain settlement agreement between Santiago Echemendia and Harkley Thornton dated January 13, 2014.

According to Section 17 of the City Settlement Agreement, VP may assign its rights and obligations to an assignee provided (a) the assignment is in writing and a copy is provided to the City, (b) VP is not in default of the City Settlement Agreement, (c) such assignment is only made to an assignee that is able to fulfill all of VP's rights and obligations; (d) the City's approval is not unreasonably withheld, conditioned, or delayed; and (e) the City's approval is granted or withheld by the City Council, in writing within 60 days of the written request for approval of the assignment. A copy of the City Settlement Agreement is attached as Exhibit A to the proposed Assignment from VP to SDE Media, which is enclosed with this letter, and for which SDE seeks the City's approval.

VP is not in default of any of the terms or provisions of the City Settlement Agreement. SDE Media is an assignee whose owner has approximately seven (7) continuous years of experience in the outdoor advertising business and thus has the experience in the outdoor advertising business that fully qualifies SDE Media to fulfill VP's rights and obligations under the City Settlement Agreement. Indeed, as you may be aware, Mr. Echemendia, the managing member of SDE Media, is a co-managing member of VP and remains, along with Harkley R.

Thornton, an equal 50% owner of that entity (which is the assignor hereunder). Accordingly, this proposed assignment is, in effect, simply a splitting of the VP assets, rights and obligations between the former co-equal members of VP to their respective designated assignee entities, so that each can move forward and build-out the allocated billboard sign structures under the City Settlement Agreement.

Please also note that since approximately 2009, Mr. Echemendia has been the co-managing member and equal 50% owner of three other outdoor advertising related limited liability companies. Accordingly, as mentioned, SDE Media is amply qualified to fulfill VP's rights and obligations under the City Settlement Agreement. Finally, in order to meet the 60-day requirement, we kindly ask that this request be heard by the City Council in June 2014.

We respectfully request your favorable review of this application and look forward to City Council approval. Should you have any questions, comments, or require additional information, please do not hesitate to phone me at 305-789-7787.

Yours very truly,

HOLLAND & KNIGHT LLP

By: _____

Juan J. Mayol, Jr.



JJM:sf

cc: Allen Pegg, Esq.
Santiago Echemendia, Esq.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is entered into effective as of January 13, 2014, by and between VIEWPOINT OUTDOOR, LLC, a Florida limited liability corporation ("Assignor") and SDE Media LLC, a Florida limited liability company, as Assignee ("Assignee").

WITNESSETH:

WHEREAS, Assignor and the City of Doral, a Florida municipal corporation (the "City"), entered into that certain Settlement Agreement effective July 8, 2009 (the "Viewpoint/City Settlement Agreement"), a copy of which is attached hereto as Exhibit "A";

WHEREAS, pursuant to the Viewpoint/City Settlement Agreement, Assignor has the right to construct twelve (12) billboard sign structures containing up to three (3) LED faces (collectively, the "Permits"), subject to the terms and conditions of the Viewpoint/City Settlement Agreement;

WHEREAS, pursuant to the Viewpoint/City Settlement Agreement, Assignor has the right to assign to Assignee all of its rights, obligations and remedies to the Permits; provided that Assignee, as to the Permits, accepts the assignment of the Permits and agrees that with respect to such Permits, Assignee shall be bound by all rights (including but not limited to all relocations rights) and obligations of Assignor under the Viewpoint/City Settlement Agreement and by the terms and conditions of the Viewpoint/City Settlement Agreement; and

WHEREAS, Assignor desires to assign to Assignee those Permits described in Exhibit "B" hereto (collectively, the "Assigned Permits"), and will use good faith efforts to secure City Commission approval; and Assignee desires to accept the assignment of the Assigned Permits, subject to the terms and conditions of the Viewpoint/City Settlement Agreement; and

WHEREAS, the parties acknowledge that said assignments must be approved by the City.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. City Commission Approval. This Assignment is made pursuant to section 17 of the Viewpoint/City Settlement Agreement, which section provides, in part, as follows:

The rights and obligations of VIEWPOINT hereunder, and of any successor in interest, are fully assignable, as provided herein, and the assignee of all such rights and obligations shall become completely responsible for the fulfillment thereof. VIEWPOINT, or such successor in interest, shall be released from any further liability or obligation hereunder immediately upon any such assignment.

- a. Any assignment of the rights and obligations of this Agreement shall be in writing, with a copy provided to the CITY.
- b. No assignment shall be valid if VIEWPOINT, or the then current successor in interest, is in default of this Agreement at the time of such assignment. VIEWPOINT may only assign the rights and obligations hereunder to an assignee that is able to fulfill VIEWPOINT's rights and obligations herein.
- c. Any such assignment shall be subject to the approval of the CITY, which approval may not be unreasonably withheld, conditioned, or delayed. Such approval may be granted by the City Council and must be granted or withheld, in writing, within 60 days of the written request for approval of the assignment. If approval of the assignment is withheld, the CITY shall provide specific information in the written denial describing the basis for the denial.

3. Assignment. In accordance with the Viewpoint/City Settlement Agreement, Assignor does hereby assign, transfer and convey to Assignee, without representation or warranty, all of Assignor's right, title and interest in and to the Assigned Permits.

4. Assumption. Assignee hereby accepts the assignment of the Assigned Permits and hereby agrees that with respect to the Assigned Permits that Assignee (i) shall be bound by the terms and conditions of the Viewpoint/City Settlement Agreement, and (ii) shall accept all of the rights and obligations of the Assignor under the Viewpoint/City Settlement Agreement.

5. Timing. Within five (5) days from the date this Assignment is executed by both parties, Assignor shall submit this Assignment to the City and request City approval in accordance with the Viewpoint/City Settlement Agreement.

6. Governing Law; Binding Effect. This Assignment shall be governed by Florida law, and construed and enforced in accordance with, the laws of the State of Florida without regard to its conflict of law principles. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Captions and Interpretation. Captions and paragraph headings are included in this Assignment for convenience of reference only and shall not be used in the interpretation of this Assignment. Unless the context requires a contrary construction, the singular shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

8. Counterparts. This Assignment may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


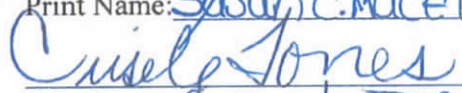
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IN WITNESS WHEREOF, this Assignment has been signed by Assignor and Assignee by their respective duly authorized representatives as of the date set forth above.

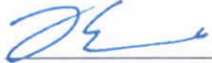
Signed sealed and delivered in the presence of:

Witnesses:


Print Name: Susan C. Macet

Print Name: Criselle Torres


ASSIGNOR:

VIEWPOINT OUTDOOR, LLC, a Florida limited liability corporation



By: 
Name: Santiago D. Echemendia
Title: Co-Managing Member
Date: 5/21/14

ASSIGNEE:

SDE Media, LLC, a Florida limited liability company

By: 
Name: Santiago D. Echemendia
Title: Managing Member
Date: May 21, 2014

Witnesses:


Print Name: Susan C. Macet

Print Name: Criselle Torres

[Signature page of Assignment and Assumption Agreement]



APPROVAL OF ASSIGNMENT AND ASSUMPTION AGREEMENT

The undersigned, on behalf of the City of Doral, a Florida municipal corporation ("City"), hereby approves, in accordance with the Viewpoint/City Settlement Agreement (as defined in the Assignment and Assumption Agreement to which this instrument is attached), the Assignment and Assumption Agreement by and between VIEWPOINT OUTDOOR, LLC, a Florida limited liability corporation, as Assignor, and SDE Media LLC, a Florida limited liability company, as Assignee, dated as of the ___ day of January, 2014.

IN WITNESS WHEREOF, the undersigned has executed this Approval of Assignment and Assumption Agreement on behalf of the City.

CITY OF DORAL:

By: [Signature]
Print Name: EDWARD A. FOJAS
Title: City Manager
Date: 7-24-14

Attest: [Signature]
Print Name: Barbara Herrera
Title: City Clerk
Date: 7-24-14

Approved as to form and correctness:

[Signature]
Print Name: Pablo Tamayo
Date: July 24, 2014

2