

RESOLUTION No. 22-02

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN VIEWPOINT OUTDOOR OF SOUTH FLORIDA LLC AND LAMAR COMPANY, L.L.C., A LOUISIANA LIMITED LIABILITY COMPANY; ACCEPTING THE INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, ViewPoint Outdoor, LLC 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"), and

WHEREAS, pursuant to Section 17 of the City Settlement Agreement, Viewpoint may assign its rights and obligations subject to the City's consent; and

WHEREAS, ViewPoint Outdoor, LLC assigned to Viewpoint Outdoor of South Florida, LLC, a Florida limited liability company its rights to construct six (6) billboard sign structures containing up to two (2) LED faces (collectively, the "Assigned Permits"), subject to the terms and conditions of the Viewpoint/City Settlement Agreement; (the "First Assignment");

WHEREAS, pursuant to the Viewpoint/City Settlement Agreement and the First Assignment, Viewpoint Outdoor of South Florida, LLC wishes to assign its rights under the Viewpoint/City Settlement Agreement and First Assignment to the Lamar Company; and

WHEREAS, pursuant to the Viewpoint/City Settlement Agreement and the First Assignment, Viewpoint Outdoor of South Florida, LLC desires to assign the Assigned

Permits together with its rights under the Viewpoint/City Settlement Agreement and the First Assignment to the Lamar Company LLC, a Louisiana limited liability; and

WHEREAS, the Lamar Company desires to accept the assignment of the Assigned Permits, subject to the terms and conditions of the Viewpoint/City Settlement Agreement and the First Assignment; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Assignment, attached hereto as Exhibit "A", is approved.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such actions as may be necessary and appropriate to implement the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Cabral and upon being put to a vote, the vote was as follows:


| | |
|------------------------------|-----|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Digna Cabral | Yes |
| Councilman Pete Cabrera | Yes |
| Councilwoman Claudia Mariaca | Yes |
| Councilman Oscar Puig-Corve | Yes |

PASSED AND ADOPTED this 12 day of January, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Second Assignment”) is entered into effective as of _____, 2021, by and between VIEWPOINT OUTDOOR OF SOUTH FLORIDA, LLC, a Florida limited liability company (“Assignor”) and THE LAMAR COMPANY, L.L.C., a Louisiana limited liability company (“Assignee”).

WITNESSETH:

WHEREAS, ViewPoint Outdoor, LLC 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, ViewPoint Outdoor, LLC assigned to Assignor those Permits described in **Exhibit “B”** hereto (collectively, the “Assigned Permits”) effective January 13, 2014 (the “First Assignment”), a copy of which is attached hereto as **Exhibit “C”**;

WHEREAS, pursuant to the Viewpoint/City Settlement Agreement and the First Assignment, Assignor has the right to construct six (6) billboard sign structures containing up to two (2) LED faces (collectively, the “Permits”), subject to the terms and conditions of the Viewpoint/City Settlement Agreement and the First Assignment;

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

WHEREAS, Assignor desires to assign to Assignee the Assigned Permits, and will use good faith efforts to secure City Council 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 the First Assignment; 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 Council 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 here, 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 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 the First Assignment, and (ii) shall accept all of the rights and obligations of the Assignor under the Viewpoint/City Settlement Agreement and the First Assignment.

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.

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:

ASSIGNOR:

VIEWPOINT OUTDOOR OF SOUTH FLORIDA, LLC, a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____
Name: Harkley R. Thornton
Title: Member
Date: _____

ASSIGNEE:

THE LAMAR COMPANY, L.L.C., a Louisiana limited liability company

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

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 Second Assignment and Assumption Agreement by and between VIEWPOINT OUTDOOR OF SOUTH FLORIDA, LLC, a Florida limited liability corporation, as Assignor, and THE LAMAR COMPANY, L.L.C., a Louisiana limited liability company, as Assignee, dated as of the ___ day of _____, 2021.

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

CITY OF DORAL:

By: _____
Print Name: _____
Title: City Manager
Date: _____

Attest: _____
Print Name: _____
Title: City Clerk
Date: _____

Approved as to form and correctness:

Print Name: _____
Date: _____

EXHIBIT A
Viewpoint/City Settlement Agreement

**SETTLEMENT AGREEMENT BETWEEN THE CITY OF DORAL
AND VIEWPOINT OUTDOOR, LLC.**

THIS AGREEMENT is entered into this 8th day of July, 2009, by and between VIEWPOINT OUTDOOR, LLC. ("VIEWPOINT"), a Florida limited liability corporation, its successors and assigns, whose address is 265 N.E. 24th Street, Suite 501, Miami, Florida 33137 and the CITY OF DORAL, a Florida municipal corporation, whose address is 8300 N.W. 53rd Street, Suite 100, Doral, Florida 33166 ("CITY"), as follows:

RECITALS

VIEWPOINT is a sign company that has presented applications to construct 35 billboard signs for commercial and non-commercial speech at various locations throughout the CITY; and

VIEWPOINT filed a lawsuit against the CITY in U.S. District Court, VIEWPOINT. v. City of Doral, Case No. 08-22541-CIV-JORDAN/McALILEY (the "Lawsuit"), challenging the constitutionality of the CITY's former and current sign ordinances; and

VIEWPOINT and the CITY each wish to avoid the continuing expense and risk of a lawsuit; and

VIEWPOINT has agreed to withdraw all previous applications and in exchange, the CITY shall grant VIEWPOINT all necessary permits and approvals within the jurisdiction of the CITY to allow VIEWPOINT to construct twelve billboard signs along the limited access highways within the city limits of the CITY; and

The CITY is entering into this Agreement as a compromise of a disputed claim and the CITY does not admit any liability; and

The parties agree that this is a settlement of a disputed claim as to the validity of the former sign ordinance and a disputed claim as to the right of VIEWPOINT to pursue applications under the former sign ordinance, and

VIEWPOINT and the CITY each have full authority to enter into this Agreement and have followed all necessary procedures and have obtained all necessary approvals and ratifications prior to execution of this Agreement; and

This Agreement has been duly noticed and has been approved at a public hearing; and


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Both parties consider it to be in their best interests and in the interests of the citizens and property owners of the CITY to approve this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree each with the other as follows:

Section 1. Recitals. The recitals above are true and correct.

Section 2. Construction of Signs. VIEWPOINT shall be permitted to construct twelve (12) billboard sign structures, containing up to three (3) LED faces, (the "Viewpoint Signs") at locations within the current city limits of the CITY, subject to meeting applicable regulations not in conflict with this Agreement, in accordance with the following conditions:

- a. The Viewpoint Signs shall be located within 150 feet of the edge of the limited access highways, more specifically, SR 826 (Palmetto Expressway); SR 836 (Dolphin Expressway); and The Florida Turnpike, and shall be placed so as to be primarily visible from the traffic lanes on the limited access highways.
- b. The Viewpoint Signs shall have no more than two (2) sign faces.
- c. The Viewpoint Signs must meet the Florida Department of Transportation ("FDOT") permitting requirements. The size, shape and height of the Viewpoint Signs shall be in accordance with the FDOT permitting requirements and shall not exceed FDOT limitations.
- d. The shape of the Viewpoint Signs shall be back-to-back or "V" shape on a monopole base.
- e. Viewpoint Signs may be illuminated with lighting that is consistent with standard lighting used in the industry; however, no sign shall be so illuminated that it interferes with the effectiveness of or obscures an official traffic sign, device, or signal, nor shall the illumination interfere with drivers or shine directly onto adjoining property. The illumination shall not be provided by flashing lights, rotating lights or strobe lights.
- f. No Viewpoint Signs on the structures shall emit noise.
- g. Viewpoint Signs may not display words such as "Stop" or "Danger" in such a manner to appear to require stopping or to imply the presence of danger, nor may sign copy imitate official signs (such as stop signs, interstate signs, etc.).
- h. For all LEDs, the message must remain static for at least 5 seconds.
- i. No part of the sign structure, excluding the lighting mechanisms, shall be within 10 feet of any property line adjacent to the highway.
- j. The zoning for each sign structure location must be commercial, industrial, or office, or meet the criteria of unzoned commercial/industrial property as that term is defined in Florida Statutes Section 479.01(23) (2008).
- k. Each sign face on a sign structure shall be completely covered when a message is posted. If the message is smaller than the sign face's dimensions, skirting or screening shall be used to cover the balance of the sign face.
- l. For security purposes, the ladder for each pole shall begin no lower than 15 feet from the ground.


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- m. Gateway Corridors. No Viewpoint Signs shall be constructed within 1000 feet of the following intersections, hereinafter referred to as the Gateway corridors:
 - i. Dolphin Expressway & Palmetto Expressway;
 - ii. Dolphin Expressway & NW 87th Avenue;
 - iii. Dolphin Expressway & NW 107th Avenue;
 - iv. Palmetto Expressway & NW 25th Street;
 - v. Palmetto Expressway & NW 36th Street;
 - vi. Palmetto Expressway & NW 58th Street;
 - vii. The Florida Turnpike & NW 41st Street.
- n. Spacing Requirements.
 - i. No Viewpoint Sign shall be located within 1000 feet of another billboard sign on the same side of the limited access highway, facing in the same direction.
 - ii. No Viewpoint Sign shall be located within 500 feet of the property line of platted lot utilized for a residential use, as that term is defined in the City of Doral Zoning Code.
 - iii. No Viewpoint Signs shall be located adjacent to the Florida Turnpike between NW 41st Street and NW 90th Street.

Section 3. Damage or Destruction of Viewpoint Signs. All Viewpoint Signs must be maintained in a safe manner and in compliance with FDOT requirements that were in existence at the time the Viewpoint Signs were built and the Florida Building Code. Any sign that must be replaced due to damage or destruction will be re-permitted, if necessary, for the same location.

Section 4. Sign Content. VIEWPOINT shall not erect any sign advertising any establishment or business that could reasonably be characterized as providing adult entertainment, nor shall any sign contain sexually graphic materials, or contain any material that appeals to prurient interests. No sign shall contain any of the following: obscene language or language that describes sexual conduct; graphics that depict sexual conduct, human genitalia or buttocks which are not fully covered, or female breasts which are not covered below the top of the areola; or graphics which depict scenes or images which could reasonably be construed a being obscene or which appeal to prurient interests. There shall be no X-rated movies, X-rated products or X-rated services, tattoo parlors, bail bondsmen, massage parlor advertising, pawn shops, adult movie houses or adult entertainment centers placed upon any sign unless prior approval is obtained from the CITY. No advertising will be allowed to contain material which is immoral, lascivious, obscene, and indecent, in bad taste or violates community standards of decency. There shall be no alcoholic beverage advertising on any sign that is within one-quarter mile of a hospital or an elementary, middle or high school.

Section 5. Compensation. Permitting fees shall be paid as follows:

- a. The permitting fee for each of the Viewpoint Signs is \$75,000 per Viewpoint Sign, which is non-refundable except as otherwise provided in Section 5(c). \$37,500 shall be due within 10 days of the issuance of the building permit or the FDOT tag, whichever is later. The remaining \$37,500 shall be due within 10 days of the issuance of a certificate of use and occupancy.


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- b. For each Viewpoint Sign which is converted to an LED, the permitting fee for the LED conversion and/or construction shall be \$150,000, which is non-refundable except as otherwise provided in Section 5(c). \$75,000 shall be due within 10 days of the issuance of the building permit for the LED conversion. The remaining \$75,000 shall be due within 10 days of the issuance of a certificate of use and occupancy.
- c. Reduction in Permitting Fees. The permitting fees as set forth in this paragraph shall be reduced by 25% for every additional billboard sign permitted in the City which is not included in this Agreement, unless additional signs are permitted in the current City limits pursuant to an order by a court of competent jurisdiction. For example, if the City permits a total of 14 billboard signs in the City, the permitting fee for a Viewpoint Sign shall be reduced from \$75,000 to \$56,250. This provision shall apply retroactively to require the refund to Viewpoint of the amount required by the reduction in fees as set forth in this Section.
- d. Existing Billboard Signs. Section 6(c) shall not apply to the existing Clear Channel Outdoor, Inc. billboard sign located on the Palmetto Expressway North of 58th Street. Section 6(c) shall apply to all other billboard signs in the City. The parties agree that there are no other billboard signs in the current City limits.

Section 6. Approvals. The CITY shall process all necessary permits for the VIEWPOINT Signs in accordance with the amended sign ordinance as provided in Section 18 of this Agreement as follows:

- a. Viewpoint will submit an FDOT Form 575-010-04 (the "FDOT Form") to the City, which will be stamped on the date received. The City's signature on FDOT Form 575-010-04 shall constitute approval of the location of the sign, and no further approvals from the City shall be required for the location of the Viewpoint Sign. Viewpoint shall comply with all applicable building codes for construction and maintenance of the sign structures.
- b. All FDOT Forms shall be processed within 10 business days after submittal to the CITY for the approval of a location for a Viewpoint Sign,
- c. Together with the FDOT Form, VIEWPOINT shall provide the CITY with engineered drawings of the Viewpoint Sign structures, and a specific purpose survey of the property on which the sign is to be located, showing the proposed location for the sign structure.
- d. If the applicable building codes prohibit the location of a Viewpoint Sign after the FDOT form is approved by the CITY, Viewpoint shall have the right to submit a revised FDOT Form for another sign within 1000 feet of the original location, which revised FDOT Form will be deemed filed as of the date of the FDOT form for the original location.


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term if applicable, of this Agreement, VIEWPOINT shall at its cost, remove the sign structures, unless agreed otherwise in writing between the CITY and VIEWPOINT.

Section 10. Dismissal of Lawsuits. Within five days after approval of this Agreement by Resolution of the City Council, or the execution of this Agreement by the City, whichever is later, VIEWPOINT shall dismiss any and all lawsuits VIEWPOINT has filed against the CITY, with prejudice. The Notice of Dismissal shall provide that neither party retains any claims against the other party except for any claim related to enforcement of this Agreement. At the time of dismissal of the lawsuits, VIEWPOINT shall pay the CITY's attorney's fees incurred in the defense of the lawsuit.

Section 11. Authority. This Agreement shall be binding upon the parties hereto, their successors and assigns. The parties agree that there are no third party beneficiaries of this Agreement. VIEWPOINT and the CITY each have full authority to enter into this agreement and implement this agreement for all applications, locations and signs referenced herein and have followed all necessary procedures for this Agreement to be legal and binding.

Section 12. Default. VIEWPOINT shall be in default if VIEWPOINT shall fail to pay any permitting fee or otherwise comply with the terms of this Agreement.

- a. Application. Except as otherwise specifically described herein, the terms of this Agreement shall be applied separately to each completed Viewpoint Sign as if there were twelve separate agreements, one for each sign structure. Any default hereunder shall only be as to the sign structure to which the default applies and shall not affect the other sign structures.
- b. Content Default. Notwithstanding the foregoing, Viewpoint shall have two (2) days to cure a default of Section 4 of this Agreement.
- c. Notice of Default. The City shall provide notice of default to Viewpoint, upon which Viewpoint shall have 30 days to cure the alleged default. Viewpoint shall be in compliance with this Agreement if the actions necessary to cure the default are initiated within thirty (30) days of the notice by the City. The cure period shall be extended by mutual agreement of the parties.
- d. Reservation of Remedies. After the third occurrence in any calendar year of a default as set forth in this paragraph, either party may pursue all available remedies, including, but not limited to, removal of the Viewpoint Signs or specific performance of this Agreement.
- e. Breach by City. Viewpoint shall provide notice of default to the CITY, upon which the CITY shall have 30 days to cure the alleged default. The CITY shall be in compliance with this Agreement if the actions necessary to cure the default are initiated within thirty (30) days of the notice by Viewpoint. The cure period shall be extended by mutual agreement of the parties. In the event of a breach by the CITY, and after Notice opportunity to cure as set forth in this paragraph, VIEWPOINT may pursue all available remedies, including, but not limited to, specific performance of this Agreement.


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Section 13. Settlement of Claim. VIEWPOINT understands that the only reason the CITY is allowing the construction of the Viewpoint Signs described herein is for the settlement of disputed claims under the former sign ordinance and that the CITY does not admit any liability in this Settlement Agreement.

Section 14. Most Favored Nation. In the event the City shall reach a settlement with any other billboard owner, Viewpoint may elect to be governed by all terms, conditions, covenants, and restrictions contained in that settlement agreement. If Viewpoint so elects to be governed, it shall give written notification of its election to the City Attorney or his/her designee within 60 days of Viewpoint's receipt of notification of such agreement. The election shall be effective as of the date of the election and shall not be retroactive.

Section 15. Public Policy. VIEWPOINT, its successors and assigns, and the CITY, will not take any legal action to contend that this Settlement Agreement is illegal, unconstitutional or void as against public policy and both parties agree to take all actions to insure the intent of this Agreement is carried out. VIEWPOINT, its successors and assigns, and the CITY further agree to waive any rights they have under any law, federal, state or local, to challenge the conditions contained in this Agreement.

Section 16. Public Service Announcements. Viewpoint will, if space is available on LEDs, provide public, educational, and government materials display to the City within the limits of the City of Doral. Viewpoint shall be entitled to remove the City's copy as locations are sold to full-paying advertisers.

Section 17. Assignment of Agreement. 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. The CITY hereby agrees that an assignment to any of the following shall not require


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approval by the CITY and shall be valid without written approval: CBS Outdoor, Inc. its successors and wholly-owned subsidiaries; Carter Outdoor, its successors and wholly-owned subsidiaries, and ClearChannel Outdoor, Inc., its successors and wholly-owned subsidiaries. A copy of the documents assigning the rights and assuming the obligations under this Agreement shall be provided within 10 days of the execution of the documents.

Section 18. Relocation of Signs. The parties acknowledge that it is possible that VIEWPOINT may not be able to obtain all necessary approvals or permits for location(s) originally chosen by VIEWPOINT for placement of signs or that, after a sign is erected, the sign may need to be relocated because of blockage from buildings or trees, other construction issues, or causes or circumstances beyond VIEWPOINT's control. In such an event, subject to meeting applicable regulations that are not in conflict with the terms of this Agreement, VIEWPOINT shall be entitled to obtain a permit for a different location within the area bordering a limited access highway as described in Section 2 of this Agreement and to locate the sign, if not already erected, or relocate a sign that has been already erected, on such different location. The alternative location shall be a substitute for, and not in addition to, the previous location and must comply with all applicable FDOT permitting requirements, including all spacing requirements and all provisions of this Agreement.

Section 19. Force Majeure. Failure by VIEWPOINT to perform any act required of VIEWPOINT hereunder on a timely basis shall not be deemed a breach or failure to perform by VIEWPOINT, if such failure is the direct result of, or due to, revolutions, insurrections, riots, wars, acts of enemies or of terrorism, acts of God, floods, national emergency, strikes, shortage or curtailment of material, labor, transportation, or utility services, or of any labor or production difficulty, state or federal recession or depression, or any cause beyond VIEWPOINT's control or without VIEWPOINT's fault or negligence (hereinafter referred to as "force majeure"). Any time for performance of any act by VIEWPOINT shall be extended by the duration of any force majeure. The permitting fees for any sign structure shall not be due for any month in which there is no advertiser on the sign structure due to force majeure. The term of this Agreement shall be extended for the number of months during which there is no advertiser on the sign structure due to force majeure.

Section 20. Sign Ordinance Redraft. The CITY will act in good faith to draft, consider, and adopt a new sign ordinance by January, 2010. Although VIEWPOINT will have no direct role in this process, the CITY agrees to consider VIEWPOINT's comments and suggestions in arriving at the final text. VIEWPOINT agrees to compensate its attorneys for assisting the CITY to redraft its sign ordinance to the extent such assistance is requested by the CITY. Such assistance shall not exceed twenty (20) hours of attorney billing. VIEWPOINT also hereby waives any and all objection that it might have had to any conflict of interest presented by this work. If the requirements for locating and permitting billboard signs set forth in the amended ordinance are less restrictive than this Agreement, the terms of the amended ordinance shall govern.

Section 21. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof. It is the final expression of agreement between


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the parties, thus, neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers, made either prior to or simultaneous with the execution of this Agreement.

Section 22. Attorney's Fees and Costs. Each party shall bear its own attorney's fees and costs in completing the terms of this Agreement. In the event of a dispute hereunder, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

Section 23. Indemnification. VIEWPOINT shall, at its expense, defend, indemnify, and hold harmless the CITY from any cost, claim, action, liability or damage, including attorney's fees, of any kind arising from any challenge by any third party to the terms of this Agreement or resulting from the signs. VIEWPOINT agrees to defend any such action and the CITY agrees to cooperate with VIEWPOINT in such defense. VIEWPOINT agrees to add the CITY as an additional insured on any insurance obtained with regard to the sign structures.

Section 24. Notice. All notices, demands, and any other communication provided for herein shall be given in writing and shall be personally delivered, sent by United States Certified Mail, or nationally recognized overnight mail carrier, return (or delivery) receipt requested, postage prepaid and sent to the address provided in the introductory paragraph of this Agreement. Provided, however, that any party may, from time to time, give notice to the other parties of some other address to which notices to such party shall be sent, in which event notices to such party shall be sent to such address. Notice shall be deemed to be effectively given hereunder when personally delivered with certificate or affidavit of service or with proof of delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

Witness

VIEWPOINT OUTDOOR, LLC.

Elizabeth Bernardo
Elizabeth Bernardo
(Please Print or Type Name)

By: [Signature]
Santiago D. Echemendia
Its: Member

[Signature]
Marjhuva Resendiz
(Please Print or Type Name)

CITY OF DORAL
By: [Signature]
Yvonne Soler, City Manager

[Signature]
CITY

[Signature]
VIEWPOINT

Attest:

By: Barbara Herrera
Barbara Herrera, City Clerk

Approved as to Form and Legal Sufficiency:

By: [Signature]
Jimmy L. Morales, City Attorney

- e. Building permits for the Viewpoint Signs shall be processed within 30 days of the City's receipt of a complete application. If an FDOT tag has not been issued, but is required in accordance with Chapter 479 of the Florida Statutes, the building permit shall be issued with a condition that construction of the Viewpoint Sign shall not commence prior to issuance of the FDOT tag, provided the application meets all other of applicable building codes for construction and maintenance of the sign structures.
- f. The sign structures shall be subject to the City's building permitting and inspection process for structures within the CITY. The parties further agree that the CITY's ordinances shall be applied in a reasonable manner to allow erection and maintenance of the sign structures, with the understanding that the intent of this provision is to provide rules to govern the ongoing relationship between the parties and the ongoing maintenance and repair of the sign structures, but it is not the intent of this provision that the CITY's ordinances be used to prevent the erection or maintenance of the sign structures or to prevent the furtherance of the intent of this Agreement.

Section 7. Section 6 Annexation. The City has a pending application to annex all of Section 6, Township 53 South, Range 40 East (the "Section 6 Annexation Area"). If the application to annex the Section 6 Annexation Area is approved, and the City decides, after review of a traffic analysis and aesthetic study, to allow additional billboard signs in the Section 6 Annexation Area, the City shall either

- a. Reimburse Viewpoint in accordance with Section 5(c) of this Agreement, unless additional signs are permitted within the Section 6 Annexation Area pursuant to an order by a court of competent jurisdiction; OR
- b. Viewpoint shall be allowed to construct billboard signs in the Section 6 Annexation Area under the same terms and conditions of Sections 2 through 6 of this Agreement, except that the total number of signs in the Section 6 Annexation will be dictated by the results of the traffic analysis and aesthetic study.

Section 8. Pending Litigation. In order to minimize the effect of the potential construction of the 35 signs originally applied for by VIEWPOINT under the CITY's then existing sign ordinance, the CITY and VIEWPOINT agree that permits for the Viewpoint Signs described herein are the only permits that shall be issued to VIEWPOINT and that the applications previously submitted shall be permanently withdrawn, with prejudice, within ten (10) days of the execution of this Agreement. VIEWPOINT agrees that neither VIEWPOINT, nor its shareholders, directors, officers, or employees, will, either directly or indirectly, pursue any challenge to the CITY's sign ordinance.

Section 9. Term. The initial term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until the date that is 20 years after the date of the issuance of the first building permit for a Viewpoint Sign. The Viewpoint Signs shall be permitted for a period of 20 years, and all permits and approvals shall be automatically renewed for an additional 20 years, provided VIEWPOINT is not in default hereunder, unless VIEWPOINT notifies the CITY otherwise, in writing. Upon expiration of the term, or renewal


CITY


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EXHIBIT B
Assigned Permits

| | ASSET | DESCRIPTION |
|---|--|---|
| 1 | License, Permits, Structure & Bulletin Contracts | For the CSX Billboard located in Doral, Miami-Dade County, Railroad Val. Map No. GIS04446, Railroad Val. Station 68+90, Railroad Milepost SXL-42.56 |
| 2 | Lease, Permit and Structure & Bulletin Contract | For the RFFD Billboard located at: 3500 NW 77 th Court, Doral |
| 3 | Lease, Permit and Structure & Bulletin Contract | For the PSBP North Billboard located at: 2201 NW 79 th Avenue, Doral |
| 4 | Lease, Permit, Digital and Structure & Bulletin Contract | For the PSBP South Billboard located at: 7801 NW 15 th Street, Doral |
| 5 | Assignable Permits pursuant to Section 2 and 17 of the Viewpoint/City Settlement Agreement | Rights to construct two (2) additional billboard sign structures in the City of Doral, including up to one (1) LED faces, at locations within the current city limits of the City of Doral, subject to the conditions in the Viewpoint/City Settlement Agreement. |

EXHIBIT C
First Assignment

RESOLUTION NO. 14 –96

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN VIEWPOINT OUTDOOR LLC, AND VIEWPOINT OUTDOOR OF SOUTH FLORIDA LLC; ACCEPTING INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on July 8, 2009, Viewpoint Outdoor LLC (“Viewpoint”) and the City of Doral (the “City”) entered into a settlement agreement (the “City Settlement Agreement”) to settle certain litigation as between them regarding billboard sign advertising rights and conditions; and

WHEREAS, pursuant to Section 17 of the City Settlement Agreement, Viewpoint may assign its rights and obligations subject to the City’s consent; and

WHEREAS, in resolving a legal dispute between the principals of Viewpoint (case No. 48-2011-CA-011678-0), the Circuit Court of the 9th Judicial Circuit in and for Orange County approved a confidential settlement agreement (the “Viewpoint Settlement Agreement”) that, in part, divided the assets of Viewpoint amongst the principals in accordance with the Asset Distribution Chart, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference; and

WHEREAS, Harkley R. Thornton (“Thornton”) is one of the two current principals of Viewpoint, and he is also the sole managing member of Viewpoint Outdoor of South Florida, LLC, an active Florida limited liability company (“VOSF”), the corporate entity which will receive the duly divided and assigned assets of Viewpoint as Thornton’s beneficiary of the Viewpoint Settlement Agreement; and

WHEREAS, in accordance with the Viewpoint Settlement Agreement, the Circuit Court of the 9th Judicial Circuit also approved the Assignment and Assumption Agreement between Viewpoint and VOSF (the "Assignment"), attached hereto as Exhibit "B", which is incorporated herein and made a part hereof by this reference; and

WHEREAS, VOSF has represented and continues to represent to the City that VOSF can fulfill all of Viewpoint's rights and obligations under the City Settlement Agreement; and

WHEREAS, to allay any concerns that City may have with regard to the Assignment, Thornton, individually, and in his capacity as the sole managing member of VOSF and on behalf of VOSF, has offered the City an Indemnification Agreement and Covenant Not to Sue, attached hereto as Exhibit "C", which is incorporated herein and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein and made a part hereof by this reference.

Section 2. Acknowledgement. The confidential settlement of the lawsuit by and between the principals of the Viewpoint (Case No. 48-2011-CA-011678-0 in the 9th Judicial Circuit in and for Orange County) is acknowledged, and official notice is taken of that certain part of the Viewpoint Settlement Agreement known as the Asset Distribution Chart, which is attached hereto as Exhibit "A".

Section 3. Approval. The Assignment, attached hereto as Exhibit "B", is approved.

Section 4. Acceptance. The Indemnification Agreement and Covenant Not to Sue, attached hereto as Exhibit "C", is hereby accepted.

Section 5. Implementation. The City Manager and the City Attorney are hereby authorized to take such actions as may be necessary and appropriate to implement the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was moved for adoption by Councilmember Rodriguez and seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

| | |
|---|-----|
| Mayor Luigi Boria | Yes |
| Vice Mayor Christi Fraga | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |
| Councilwoman Bettina Rodriguez Aguilera | Yes |
| Councilwoman Sandra Ruiz | Yes |

PASSED and ADOPTED this 9 day of July, 2014




LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND RELIANCE OF THE CITY OF DORAL:



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE
CITY ATTORNEY

EXHIBITS



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6227
E-MAIL: mtapanes@brzoninglaw.com

RECEIVED

VIA HAND DELIVERY

June 13, 2014

Mr. Julian Perez, Director
City of Doral
Planning and Zoning Department
8401 NW 53rd Terrace
Doral, Florida 33166

City of Doral
Planning & Zoning Department

Date: 6/13/14 11:39 am

Project Name: Viewpoint

Submittal #: _____

RE: Viewpoint Outdoor, LLC's Request for Assignment pursuant to City Settlement Agreement dated July 8, 2009

Our firm represents Viewpoint Outdoor of South Florida, LLC ("Viewpoint South") and Harkley Thornton, a principal of Viewpoint Outdoor, LLC ("VP"). This shall serve to supplement our request on May 7, 2014, on behalf of VP, the City's approval of the assignment of certain rights and obligations of VP to Viewpoint South 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. Pursuant to City Attorney Gilberto Pastoriza's request on June 12, 2014, we respectfully request that: (1) the City promptly execute the enclosed FDOT Forms 575-070-04, last executed on November 21, 2013, and (2) attach and assign the newly executed FDOT Forms 575-070-04 to the City's assignment of the City Settlement Agreement to Viewpoint South to be considered by the City Council on July 9, 2014.

Should you have any questions, comments, or require additional information, please do not hesitate to phone me at (305) 377-6227.

Very truly yours,

Melissa Tapanes Llahues

Enclosures



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6227
E-MAIL: mtapanes@brzoninglaw.com

VIA HAND DELIVERY

May 7, 2014

Mr. Julian Perez, Director
City of Doral
Planning and Zoning Department
8401 NW 53rd Terrace
Doral, Florida 33166

RE: Viewpoint Outdoor, LLC's Request for Assignment pursuant to City Settlement Agreement dated July 8, 2009

Our firm represents Viewpoint Outdoor of South Florida, LLC ("Viewpoint South") and Harkley Thornton, a principal of Viewpoint Outdoor, LLC ("VP"). This letter shall serve to respectfully request, on behalf of VP, the City's approval of the assignment of certain rights and obligations of VP to Viewpoint South 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 VP's rights and obligations; (d) the City 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. See Exhibit A (City Settlement Agreement).

Enclosed, please find a copy of the written assignment from VP to Viewpoint South of those certain rights and obligations from the City Settlement Agreement of which we seek the City's approval. See Exhibit B (Assignment).

Mr. Julian Perez
May 7, 2014
Page 2

VP is not in default of any of the terms or provisions of the City Settlement Agreement. Viewpoint South is an assignee whose owners have over 25 collective years of experience developing over 500 outdoor advertising media in urban and rural markets in 16 states. The owners of Viewpoint South have the experience in the outdoor advertising business that fully qualifies them 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) 377-6227.

Very truly yours,



Melissa Tapanes Llahues

Enclosures

Cc: Harkley Thorton
Brian May
Tim Gomez
Gilberto Pastoriza, Esq.
Dan Espino, Esq.



SETTLEMENT AGREEMENT BETWEEN THE CITY OF DORAL
AND VIEWPOINT OUTDOOR, LLC.

THIS AGREEMENT is entered into this 8th day of July, 2009, by and between VIEWPOINT OUTDOOR, LLC. ("VIEWPOINT"), a Florida limited liability corporation, its successors and assigns, whose address is 265 N.E. 24th Street, Suite 501, Miami, Florida 33137 and the CITY OF DORAL, a Florida municipal corporation, whose address is 8300 N.W. 53rd Street, Suite 100, Doral, Florida 33166 ("CITY"), as follows:

RECITALS

VIEWPOINT is a sign company that has presented applications to construct 35 billboard signs for commercial and non-commercial speech at various locations throughout the CITY; and

VIEWPOINT filed a lawsuit against the CITY in U.S. District Court, VIEWPOINT v. City of Doral, Case No. 08-22541-CIV-JORDAN/McALILEY (the "Lawsuit"), challenging the constitutionality of the CITY's former and current sign ordinances; and

VIEWPOINT and the CITY each wish to avoid the continuing expense and risk of a lawsuit; and

VIEWPOINT has agreed to withdraw all previous applications and in exchange, the CITY shall grant VIEWPOINT all necessary permits and approvals within the jurisdiction of the CITY to allow VIEWPOINT to construct twelve billboard signs along the limited access highways within the city limits of the CITY; and

The CITY is entering into this Agreement as a compromise of a disputed claim and the CITY does not admit any liability; and

The parties agree that this is a settlement of a disputed claim as to the validity of the former sign ordinance and a disputed claim as to the right of VIEWPOINT to pursue applications under the former sign ordinance, and

VIEWPOINT and the CITY each have full authority to enter into this Agreement and have followed all necessary procedures and have obtained all necessary approvals and ratifications prior to execution of this Agreement; and

This Agreement has been duly noticed and has been approved at a public hearing; and


CITY


VIEWPOINT



Both parties consider it to be in their best interests and in the interests of the citizens and property owners of the CITY to approve this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree each with the other as follows:

Section 1. Recitals. The recitals above are true and correct.

Section 2. Construction of Signs. VIEWPOINT shall be permitted to construct twelve (12) billboard sign structures, containing up to three (3) LED faces, (the "Viewpoint Signs") at locations within the current city limits of the CITY, subject to meeting applicable regulations not in conflict with this Agreement, in accordance with the following conditions:

- a. The Viewpoint Signs shall be located within 150 feet of the edge of the limited access highways, more specifically, SR 826 (Palmetto Expressway); SR 836 (Dolphin Expressway); and The Florida Turnpike, and shall be placed so as to be primarily visible from the traffic lanes on the limited access highways.
- b. The Viewpoint Signs shall have no more than two (2) sign faces.
- c. The Viewpoint Signs must meet the Florida Department of Transportation ("FDOT") permitting requirements. The size, shape and height of the Viewpoint Signs shall be in accordance with the FDOT permitting requirements and shall not exceed FDOT limitations.
- d. The shape of the Viewpoint Signs shall be back-to-back or "V" shape on a monopole base.
- e. Viewpoint Signs may be illuminated with lighting that is consistent with standard lighting used in the industry; however, no sign shall be so illuminated that it interferes with the effectiveness of or obscures an official traffic sign, device, or signal, nor shall the illumination interfere with drivers or shine directly onto adjoining property. The illumination shall not be provided by flashing lights, rotating lights or strobe lights.
- f. No Viewpoint Signs on the structures shall emit noise.
- g. Viewpoint Signs may not display words such as "Stop" or "Danger" in such a manner to appear to require stopping or to imply the presence of danger, nor may sign copy imitate official signs (such as stop signs, interstate signs, etc.).
- h. For all LEDs, the message must remain static for at least 5 seconds.
- i. No part of the sign structure, excluding the lighting mechanisms, shall be within 10 feet of any property line adjacent to the highway.
- j. The zoning for each sign structure location must be commercial, industrial, or office, or meet the criteria of unzoned commercial/industrial property as that term is defined in Florida Statutes Section 479.01(23) (2008).
- k. Each sign face on a sign structure shall be completely covered when a message is posted. If the message is smaller than the sign face's dimensions, skirting or screening shall be used to cover the balance of the sign face.
- l. For security purposes, the ladder for each pole shall begin no lower than 15 feet from the ground.


CITY


VIEWPOINT

- m. Gateway Corridors. No Viewpoint Signs shall be constructed within 1000 feet of the following intersections, hereinafter referred to as the Gateway corridors:
 - i. Dolphin Expressway & Palmetto Expressway;
 - ii. Dolphin Expressway & NW 87th Avenue;
 - iii. Dolphin Expressway & NW 107th Avenue;
 - iv. Palmetto Expressway & NW 25th Street;
 - v. Palmetto Expressway & NW 36th Street;
 - vi. Palmetto Expressway & NW 58th Street;
 - vii. The Florida Turnpike & NW 41st Street.
- n. Spacing Requirements.
 - i. No Viewpoint Sign shall be located within 1000 feet of another billboard sign on the same side of the limited access highway, facing in the same direction.
 - ii. No Viewpoint Sign shall be located within 500 feet of the property line of platted lot utilized for a residential use, as that term is defined in the City of Doral Zoning Code.
 - iii. No Viewpoint Signs shall be located adjacent to the Florida Turnpike between NW 41st Street and NW 90th Street.

Section 3. Damage or Destruction of Viewpoint Signs. All Viewpoint Signs must be maintained in a safe manner and in compliance with FDOT requirements that were in existence at the time the Viewpoint Signs were built and the Florida Building Code. Any sign that must be replaced due to damage or destruction will be re-permitted, if necessary, for the same location.

Section 4. Sign Content. VIEWPOINT shall not erect any sign advertising any establishment or business that could reasonably be characterized as providing adult entertainment, nor shall any sign contain sexually graphic materials, or contain any material that appeals to prurient interests. No sign shall contain any of the following: obscene language or language that describes sexual conduct; graphics that depict sexual conduct, human genitalia or buttocks which are not fully covered, or female breasts which are not covered below the top of the areola; or graphics which depict scenes or images which could reasonably be construed as being obscene or which appeal to prurient interests. There shall be no X-rated movies, X-rated products or X-rated services, tattoo parlors, bail bondsmen, massage parlor advertising, pawn shops, adult movie houses or adult entertainment centers placed upon any sign unless prior approval is obtained from the CITY. No advertising will be allowed to contain material which is immoral, lascivious, obscene, and indecent, in bad taste or violates community standards of decency. There shall be no alcoholic beverage advertising on any sign that is within one-quarter mile of a hospital or an elementary, middle or high school.

Section 5. Compensation. Permitting fees shall be paid as follows:

- a. The permitting fee for each of the Viewpoint Signs is \$75,000 per Viewpoint Sign, which is non-refundable except as otherwise provided in Section 5(c). \$37,500 shall be due within 10 days of the issuance of the building permit or the FDOT tag, whichever is later. The remaining \$37,500 shall be due within 10 days of the issuance of a certificate of use and occupancy.


CITY



VIEWPOINT



- b. For each Viewpoint Sign which is converted to an LED, the permitting fee for the LED conversion and/or construction shall be \$150,000, which is non-refundable except as otherwise provided in Section 5(c). \$75,000 shall be due within 10 days of the issuance of the building permit for the LED conversion. The remaining \$75,000 shall be due within 10 days of the issuance of a certificate of use and occupancy.
- c. Reduction in Permitting Fees. The permitting fees as set forth in this paragraph shall be reduced by 25% for every additional billboard sign permitted in the City which is not included in this Agreement, unless additional signs are permitted in the current City limits pursuant to an order by a court of competent jurisdiction. For example, if the City permits a total of 14 billboard signs in the City, the permitting fee for a Viewpoint Sign shall be reduced from \$75,000 to \$56,250. This provision shall apply retroactively to require the refund to Viewpoint of the amount required by the reduction in fees as set forth in this Section.
- d. Existing Billboard Signs. Section 6(c) shall not apply to the existing Clear Channel Outdoor, Inc. billboard sign located on the Palmetto Expressway North of 58th Street. Section 6(c) shall apply to all other billboard signs in the City. The parties agree that there are no other billboard signs in the current City limits.

Section 6. Approvals. The CITY shall process all necessary permits for the VIEWPOINT Signs in accordance with the amended sign ordinance as provided in Section 18 of this Agreement as follows:

- a. Viewpoint will submit an FDOT Form 575-010-04 (the "FDOT Form") to the City, which will be stamped on the date received. The City's signature on FDOT Form 575-010-04 shall constitute approval of the location of the sign, and no further approvals from the City shall be required for the location of the Viewpoint Sign. Viewpoint shall comply with all applicable building codes for construction and maintenance of the sign structures.
- b. All FDOT Forms shall be processed within 10 business days after submittal to the CITY for the approval of a location for a Viewpoint Sign,
- c. Together with the FDOT Form, VIEWPOINT shall provide the CITY with engineered drawings of the Viewpoint Sign structures, and a specific purpose survey of the property on which the sign is to be located, showing the proposed location for the sign structure.
- d. If the applicable building codes prohibit the location of a Viewpoint Sign after the FDOT form is approved by the CITY, Viewpoint shall have the right to submit a revised FDOT Form for another sign within 1000 feet of the original location, which revised FDOT Form will be deemed filed as of the date of the FDOT form for the original location.


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- e. Building permits for the Viewpoint Signs shall be processed within 30 days of the City's receipt of a complete application. If an FDOT tag has not been issued, but is required in accordance with Chapter 479 of the Florida Statutes, the building permit shall be issued with a condition that construction of the Viewpoint Sign shall not commence prior to issuance of the FDOT tag, provided the application meets all other of applicable building codes for construction and maintenance of the sign structures.
- f. The sign structures shall be subject to the City's building permitting and inspection process for structures within the CITY. The parties further agree that the CITY's ordinances shall be applied in a reasonable manner to allow erection and maintenance of the sign structures, with the understanding that the intent of this provision is to provide rules to govern the ongoing relationship between the parties and the ongoing maintenance and repair of the sign structures, but it is not the intent of this provision that the CITY's ordinances be used to prevent the erection or maintenance of the sign structures or to prevent the furtherance of the intent of this Agreement.

Section 7. Section 6 Annexation. The City has a pending application to annex all of Section 6, Township 53 South, Range 40 East (the "Section 6 Annexation Area"). If the application to annex the Section 6 Annexation Area is approved, and the City decides, after review of a traffic analysis and aesthetic study, to allow additional billboard signs in the Section 6 Annexation Area, the City shall either

- a. Reimburse Viewpoint in accordance with Section 5(c) of this Agreement, unless additional signs are permitted within the Section 6 Annexation Area pursuant to an order by a court of competent jurisdiction; OR
- b. Viewpoint shall be allowed to construct billboard signs in the Section 6 Annexation Area under the same terms and conditions of Sections 2 through 6 of this Agreement, except that the total number of signs in the Section 6 Annexation will be dictated by the results of the traffic analysis and aesthetic study.

Section 8. Pending Litigation. In order to minimize the effect of the potential construction of the 35 signs originally applied for by VIEWPOINT under the CITY's then existing sign ordinance, the CITY and VIEWPOINT agree that permits for the Viewpoint Signs described herein are the only permits that shall be issued to VIEWPOINT and that the applications previously submitted shall be permanently withdrawn, with prejudice, within ten (10) days of the execution of this Agreement. VIEWPOINT agrees that neither VIEWPOINT, nor its shareholders, directors, officers, or employees, will, either directly or indirectly, pursue any challenge to the CITY's sign ordinance.

Section 9. Term. The initial term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until the date that is 20 years after the date of the issuance of the first building permit for a Viewpoint Sign. The Viewpoint Signs shall be permitted for a period of 20 years, and all permits and approvals shall be automatically renewed for an additional 20 years, provided VIEWPOINT is not in default hereunder, unless VIEWPOINT notifies the CITY otherwise, in writing. Upon expiration of the term, or renewal


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term if applicable, of this Agreement, VIEWPOINT shall at its cost, remove the sign structures, unless agreed otherwise in writing between the CITY and VIEWPOINT.

Section 10. Dismissal of Lawsuits. Within five days after approval of this Agreement by Resolution of the City Council, or the execution of this Agreement by the City, whichever is later, VIEWPOINT shall dismiss any and all lawsuits VIEWPOINT has filed against the CITY, with prejudice. The Notice of Dismissal shall provide that neither party retains any claims against the other party except for any claim related to enforcement of this Agreement. At the time of dismissal of the lawsuits, VIEWPOINT shall pay the CITY's attorney's fees incurred in the defense of the lawsuit.

Section 11. Authority. This Agreement shall be binding upon the parties hereto, their successors and assigns. The parties agree that there are no third party beneficiaries of this Agreement. VIEWPOINT and the CITY each have full authority to enter into this agreement and implement this agreement for all applications, locations and signs referenced herein and have followed all necessary procedures for this Agreement to be legal and binding.

Section 12. Default. VIEWPOINT shall be in default if VIEWPOINT shall fail to pay any permitting fee or otherwise comply with the terms of this Agreement.

- a. Application. Except as otherwise specifically described herein, the terms of this Agreement shall be applied separately to each completed Viewpoint Sign as if there were twelve separate agreements, one for each sign structure. Any default hereunder shall only be as to the sign structure to which the default applies and shall not affect the other sign structures.
- b. Content Default. Notwithstanding the foregoing, Viewpoint shall have two (2) days to cure a default of Section 4 of this Agreement.
- c. Notice of Default. The City shall provide notice of default to Viewpoint, upon which Viewpoint shall have 30 days to cure the alleged default. Viewpoint shall be in compliance with this Agreement if the actions necessary to cure the default are initiated within thirty (30) days of the notice by the City. The cure period shall be extended by mutual agreement of the parties.
- d. Reservation of Remedies. After the third occurrence in any calendar year of a default as set forth in this paragraph, either party may pursue all available remedies, including, but not limited to, removal of the Viewpoint Signs or specific performance of this Agreement.
- e. Breach by City. Viewpoint shall provide notice of default to the CITY, upon which the CITY shall have 30 days to cure the alleged default. The CITY shall be in compliance with this Agreement if the actions necessary to cure the default are initiated within thirty (30) days of the notice by Viewpoint. The cure period shall be extended by mutual agreement of the parties. In the event of a breach by the CITY, and after Notice opportunity to cure as set forth in this paragraph, VIEWPOINT may pursue all available remedies, including, but not limited to, specific performance of this Agreement.


CITY


VIEWPOINT



Section 13. Settlement of Claim. VIEWPOINT understands that the only reason the CITY is allowing the construction of the Viewpoint Signs described herein is for the settlement of disputed claims under the former sign ordinance and that the CITY does not admit any liability in this Settlement Agreement.

Section 14. Most Favored Nation. In the event the City shall reach a settlement with any other billboard owner, Viewpoint may elect to be governed by all terms, conditions, covenants, and restrictions contained in that settlement agreement. If Viewpoint so elects to be governed, it shall give written notification of its election to the City Attorney or his/her designee within 60 days of Viewpoint's receipt of notification of such agreement. The election shall be effective as of the date of the election and shall not be retroactive.

Section 15. Public Policy. VIEWPOINT, its successors and assigns, and the CITY, will not take any legal action to contend that this Settlement Agreement is illegal, unconstitutional or void as against public policy and both parties agree to take all actions to insure the intent of this Agreement is carried out. VIEWPOINT, its successors and assigns, and the CITY further agree to waive any rights they have under any law, federal, state or local, to challenge the conditions contained in this Agreement.

Section 16. Public Service Announcements. Viewpoint will, if space is available on LEDs, provide public, educational, and government materials display to the City within the limits of the City of Doral. Viewpoint shall be entitled to remove the City's copy as locations are sold to full-paying advertisers.

Section 17. Assignment of Agreement. 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. The CITY hereby agrees that an assignment to any of the following shall not require


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approval by the CITY and shall be valid without written approval: CBS Outdoor, Inc. its successors and wholly-owned subsidiaries; Carter Outdoor, its successors and wholly-owned subsidiaries, and ClearChanel Outdoor, Inc., its successors and wholly-owned subsidiaries. A copy of the documents assigning the rights and assuming the obligations under this Agreement shall be provided within 10 days of the execution of the documents.

Section 18. Relocation of Signs. The parties acknowledge that it is possible that VIEWPOINT may not be able to obtain all necessary approvals or permits for location(s) originally chosen by VIEWPOINT for placement of signs or that, after a sign is erected, the sign may need to be relocated because of blockage from buildings or trees, other construction issues, or causes or circumstances beyond VIEWPOINT's control. In such an event, subject to meeting applicable regulations that are not in conflict with the terms of this Agreement, VIEWPOINT shall be entitled to obtain a permit for a different location within the area bordering a limited access highway as described in Section 2 of this Agreement and to locate the sign, if not already erected, or relocate a sign that has been already erected, on such different location. The alternative location shall be a substitute for, and not in addition to, the previous location and must comply with all applicable FDOT permitting requirements, including all spacing requirements and all provisions of this Agreement.

Section 19. Force Majeure. Failure by VIEWPOINT to perform any act required of VIEWPOINT hereunder on a timely basis shall not be deemed a breach or failure to perform by VIEWPOINT, if such failure is the direct result of, or due to, revolutions, insurrections, riots, wars, acts of enemies or of terrorism, acts of God, floods, national emergency, strikes, shortage or curtailment of material, labor, transportation, or utility services, or of any labor or production difficulty, state or federal recession or depression, or any cause beyond VIEWPOINT's control or without VIEWPOINT's fault or negligence (hereinafter referred to as "force majeure"). Any time for performance of any act by VIEWPOINT shall be extended by the duration of any force majeure. The permitting fees for any sign structure shall not be due for any month in which there is no advertiser on the sign structure due to force majeure. The term of this Agreement shall be extended for the number of months during which there is no advertiser on the sign structure due to force majeure.

Section 20. Sign Ordinance Redraft. The CITY will act in good faith to draft, consider, and adopt a new sign ordinance by January, 2010. Although VIEWPOINT will have no direct role in this process, the CITY agrees to consider VIEWPOINT's comments and suggestions in arriving at the final text. VIEWPOINT agrees to compensate its attorneys for assisting the CITY to redraft its sign ordinance to the extent such assistance is requested by the CITY. Such assistance shall not exceed twenty (20) hours of attorney billing. VIEWPOINT also hereby waives any and all objection that it might have had to any conflict of interest presented by this work. If the requirements for locating and permitting billboard signs set forth in the amended ordinance are less restrictive than this Agreement, the terms of the amended ordinance shall govern.

Section 21. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof. It is the final expression of agreement between


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the parties, thus, neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers, made either prior to or simultaneous with the execution of this Agreement.

Section 22. Attorney's Fees and Costs. Each party shall bear its own attorney's fees and costs in completing the terms of this Agreement. In the event of a dispute hereunder, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

Section 23. Indemnification. VIEWPOINT shall, at its expense, defend, indemnify, and hold harmless the CITY from any cost, claim, action, liability or damage, including attorney's fees, of any kind arising from any challenge by any third party to the terms of this Agreement or resulting from the signs. VIEWPOINT agrees to defend any such action and the CITY agrees to cooperate with VIEWPOINT in such defense. VIEWPOINT agrees to add the CITY as an additional insured on any insurance obtained with regard to the sign structures.

Section 24. Notice. All notices, demands, and any other communication provided for herein shall be given in writing and shall be personally delivered, sent by United States Certified Mail, or nationally recognized overnight mail carrier, return (or delivery) receipt requested, postage prepaid and sent to the address provided in the introductory paragraph of this Agreement. Provided, however, that any party may, from time to time, give notice to the other parties of some other address to which notices to such party shall be sent, in which event notices to such party shall be sent to such address. Notice shall be deemed to be effectively given hereunder when personally delivered with certificate or affidavit of service or with proof of delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

Witness

VIEWPOINT OUTDOOR, LLC.

Elizabeth Bernarde

By: [Signature]

Santiago D. Echemendia

Elizabeth Bernarde
(Please Print or Type Name)

Its: Member

CITY OF DORAL

[Signature]
Yvonne Resendiz
(Please Print or Type Name)

By: [Signature]

Yvonne Soler, City Manager

[Signature]
CITY

[Signature]
VIEWPOINT

[Signature] [Signature]

Attest:

By: Barbara Herrera
Barbara Herrera, City Clerk

Approved as to Form and Legal Sufficiency:

By: Jimmy L. Morales
Jimmy L. Morales, City Attorney

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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 VIEWPOINT OUTDOOR OF SOUTH FLORIDA, 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 and obligations under the Viewpoint/City Settlement Agreement; provided that Assignee, accepts the assignment and agrees that 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 and other rights and obligation of the Viewpoint/Settlement Agreement not otherwise assigned (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

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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.

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:

Anne M Juergensen
Print Name: Anne M Juergensen

Robin L Moore
Print Name: Robin L Moore

Anne M Juergensen
Print Name: Anne M Juergensen

Robin L Moore
Print Name: Robin L Moore

ASSIGNOR:

VIEWPOINT OUTDOOR, LLC, a Florida limited liability corporation

By: Harkley R. Thornton
Name: Harkley R. Thornton
Title: Co-Managing Member
Date: 4/30/14

ASSIGNEE:

Viewpoint Outdoor of South Florida, LLC, a Florida limited liability company

By: Harkley R. Thornton
Name: Harkley R. Thornton
Title: Member
Date: 4/30/14

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 Viewpoint Outdoor of South Florida, 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: _____
Print Name: _____
Title: City Manager
Date: _____

Attest: _____
Print Name: _____
Title: City Clerk
Date: _____

Approved as to form and correctness:

Print Name: _____
Date: _____

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EXHIBIT A

SETTLEMENT AGREEMENT BETWEEN THE CITY OF DORAL
AND VIEWPOINT OUTDOOR, LLC.

THIS AGREEMENT is entered into this 8th day of July, 2009, by and between VIEWPOINT OUTDOOR, LLC. ("VIEWPOINT"), a Florida limited liability corporation, its successors and assigns, whose address is 265 N.E. 24th Street, Suite 501, Miami, Florida 33137 and the CITY OF DORAL, a Florida municipal corporation, whose address is 8300 N.W. 53rd Street, Suite 100, Doral, Florida 33166 ("CITY"), as follows:

RECITALS

VIEWPOINT is a sign company that has presented applications to construct 35 billboard signs for commercial and non-commercial speech at various locations throughout the CITY; and

VIEWPOINT filed a lawsuit against the CITY in U.S. District Court, VIEWPOINT v. City of Doral, Case No. 08-22541-CIV-JORDAN/McALILEY (the "Lawsuit"), challenging the constitutionality of the CITY's former and current sign ordinances; and

VIEWPOINT and the CITY each wish to avoid the continuing expense and risk of a lawsuit; and

VIEWPOINT has agreed to withdraw all previous applications and in exchange, the CITY shall grant VIEWPOINT all necessary permits and approvals within the jurisdiction of the CITY to allow VIEWPOINT to construct twelve billboard signs along the limited access highways within the city limits of the CITY; and

The CITY is entering into this Agreement as a compromise of a disputed claim and the CITY does not admit any liability; and

The parties agree that this is a settlement of a disputed claim as to the validity of the former sign ordinance and a disputed claim as to the right of VIEWPOINT to pursue applications under the former sign ordinance, and

VIEWPOINT and the CITY each have full authority to enter into this Agreement and have followed all necessary procedures and have obtained all necessary approvals and ratifications prior to execution of this Agreement; and

This Agreement has been duly noticed and has been approved at a public hearing; and


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Both parties consider it to be in their best interests and in the interests of the citizens and property owners of the CITY to approve this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree each with the other as follows:

Section 1. Recitals. The recitals above are true and correct.

Section 2. Construction of Signs. VIEWPOINT shall be permitted to construct twelve (12) billboard sign structures, containing up to three (3) LED faces, (the "Viewpoint Signs") at locations within the current city limits of the CITY, subject to meeting applicable regulations not in conflict with this Agreement, in accordance with the following conditions:

- a. The Viewpoint Signs shall be located within 150 feet of the edge of the limited access highways, more specifically, SR 826 (Palmetto Expressway); SR 836 (Dolphin Expressway); and The Florida Turnpike, and shall be placed so as to be primarily visible from the traffic lanes on the limited access highways.
- b. The Viewpoint Signs shall have no more than two (2) sign faces.
- c. The Viewpoint Signs must meet the Florida Department of Transportation ("FDOT") permitting requirements. The size, shape and height of the Viewpoint Signs shall be in accordance with the FDOT permitting requirements and shall not exceed FDOT limitations.
- d. The shape of the Viewpoint Signs shall be back-to-back or "V" shape on a monopole base.
- e. Viewpoint Signs may be illuminated with lighting that is consistent with standard lighting used in the industry; however, no sign shall be so illuminated that it interferes with the effectiveness of or obscures an official traffic sign, device, or signal, nor shall the illumination interfere with drivers or shine directly onto adjoining property. The illumination shall not be provided by flashing lights, rotating lights or strobe lights.
- f. No Viewpoint Signs on the structures shall emit noise.
- g. Viewpoint Signs may not display words such as "Stop" or "Danger" in such a manner to appear to require stopping or to imply the presence of danger, nor may sign copy imitate official signs (such as stop signs, interstate signs, etc.).
- h. For all LEDs, the message must remain static for at least 5 seconds.
- i. No part of the sign structure, excluding the lighting mechanisms, shall be within 10 feet of any property line adjacent to the highway.
- j. The zoning for each sign structure location must be commercial, industrial, or office, or meet the criteria of unzoned commercial/industrial property as that term is defined in Florida Statutes Section 479.01(23) (2008).
- k. Each sign face on a sign structure shall be completely covered when a message is posted. If the message is smaller than the sign face's dimensions, skirting or screening shall be used to cover the balance of the sign face.
- l. For security purposes, the ladder for each pole shall begin no lower than 15 feet from the ground.


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- m. Gateway Corridors. No Viewpoint Signs shall be constructed within 1000 feet of the following intersections, hereinafter referred to as the Gateway corridors:
 - i. Dolphin Expressway & Palmetto Expressway;
 - ii. Dolphin Expressway & NW 87th Avenue;
 - iii. Dolphin Expressway & NW 107th Avenue;
 - iv. Palmetto Expressway & NW 25th Street;
 - v. Palmetto Expressway & NW 36th Street;
 - vi. Palmetto Expressway & NW 58th Street;
 - vii. The Florida Turnpike & NW 41st Street.
- n. Spacing Requirements.
 - i. No Viewpoint Sign shall be located within 1000 feet of another billboard sign on the same side of the limited access highway, facing in the same direction.
 - ii. No Viewpoint Sign shall be located within 500 feet of the property line of platted lot utilized for a residential use, as that term is defined in the City of Doral Zoning Code.
 - iii. No Viewpoint Signs shall be located adjacent to the Florida Turnpike between NW 41st Street and NW 90th Street.

Section 3. Damage or Destruction of Viewpoint Signs. All Viewpoint Signs must be maintained in a safe manner and in compliance with FDOT requirements that were in existence at the time the Viewpoint Signs were built and the Florida Building Code. Any sign that must be replaced due to damage or destruction will be re-permitted, if necessary, for the same location.

Section 4. Sign Content. VIEWPOINT shall not erect any sign advertising any establishment or business that could reasonably be characterized as providing adult entertainment, nor shall any sign contain sexually graphic materials, or contain any material that appeals to prurient interests. No sign shall contain any of the following: obscene language or language that describes sexual conduct; graphics that depict sexual conduct, human genitalia or buttocks which are not fully covered, or female breasts which are not covered below the top of the areola; or graphics which depict scenes or images which could reasonably be construed as being obscene or which appeal to prurient interests. There shall be no X-rated movies, X-rated products or X-rated services, tattoo parlors, bail bondsmen, massage parlor advertising, pawn shops, adult movie houses or adult entertainment centers placed upon any sign unless prior approval is obtained from the CITY. No advertising will be allowed to contain material which is immoral, lascivious, obscene, and indecent, in bad taste or violates community standards of decency. There shall be no alcoholic beverage advertising on any sign that is within one-quarter mile of a hospital or an elementary, middle or high school.

Section 5. Compensation. Permitting fees shall be paid as follows:

- a. The permitting fee for each of the Viewpoint Signs is \$75,000 per Viewpoint Sign, which is non-refundable except as otherwise provided in Section 5(c). \$37,500 shall be due within 10 days of the issuance of the building permit or the FDOT tag, whichever is later. The remaining \$37,500 shall be due within 10 days of the issuance of a certificate of use and occupancy.


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- b. For each Viewpoint Sign which is converted to an LED, the permitting fee for the LED conversion and/or construction shall be \$150,000, which is non-refundable except as otherwise provided in Section 5(c). \$75,000 shall be due within 10 days of the issuance of the building permit for the LED conversion. The remaining \$75,000 shall be due within 10 days of the issuance of a certificate of use and occupancy.
- c. Reduction in Permitting Fees. The permitting fees as set forth in this paragraph shall be reduced by 25% for every additional billboard sign permitted in the City which is not included in this Agreement, unless additional signs are permitted in the current City limits pursuant to an order by a court of competent jurisdiction. For example, if the City permits a total of 14 billboard signs in the City, the permitting fee for a Viewpoint Sign shall be reduced from \$75,000 to \$56,250. This provision shall apply retroactively to require the refund to Viewpoint of the amount required by the reduction in fees as set forth in this Section.
- d. Existing Billboard Signs. Section 6(c) shall not apply to the existing Clear Channel Outdoor, Inc. billboard sign located on the Palmetto Expressway North of 58th Street. Section 6(c) shall apply to all other billboard signs in the City. The parties agree that there are no other billboard signs in the current City limits.

Section 6. Approvals. The CITY shall process all necessary permits for the VIEWPOINT Signs in accordance with the amended sign ordinance as provided in Section 18 of this Agreement as follows:

- a. Viewpoint will submit an FDOT Form 575-010-04 (the "FDOT Form") to the City, which will be stamped on the date received. The City's signature on FDOT Form 575-010-04 shall constitute approval of the location of the sign, and no further approvals from the City shall be required for the location of the Viewpoint Sign. Viewpoint shall comply with all applicable building codes for construction and maintenance of the sign structures.
- b. All FDOT Forms shall be processed within 10 business days after submittal to the CITY for the approval of a location for a Viewpoint Sign,
- c. Together with the FDOT Form, VIEWPOINT shall provide the CITY with engineered drawings of the Viewpoint Sign structures, and a specific purpose survey of the property on which the sign is to be located, showing the proposed location for the sign structure.
- d. If the applicable building codes prohibit the location of a Viewpoint Sign after the FDOT form is approved by the CITY, Viewpoint shall have the right to submit a revised FDOT Form for another sign within 1000 feet of the original location, which revised FDOT Form will be deemed filed as of the date of the FDOT form for the original location.


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- e. Building permits for the Viewpoint Signs shall be processed within 30 days of the City's receipt of a complete application. If an FDOT tag has not been issued, but is required in accordance with Chapter 479 of the Florida Statutes, the building permit shall be issued with a condition that construction of the Viewpoint Sign shall not commence prior to issuance of the FDOT tag, provided the application meets all other of applicable building codes for construction and maintenance of the sign structures.
- f. The sign structures shall be subject to the City's building permitting and inspection process for structures within the CITY. The parties further agree that the CITY's ordinances shall be applied in a reasonable manner to allow erection and maintenance of the sign structures, with the understanding that the intent of this provision is to provide rules to govern the ongoing relationship between the parties and the ongoing maintenance and repair of the sign structures, but it is not the intent of this provision that the CITY's ordinances be used to prevent the erection or maintenance of the sign structures or to prevent the furtherance of the intent of this Agreement.

Section 7. Section 6 Annexation. The City has a pending application to annex all of Section 6, Township 53 South, Range 40 East (the "Section 6 Annexation Area"). If the application to annex the Section 6 Annexation Area is approved, and the City decides, after review of a traffic analysis and aesthetic study, to allow additional billboard signs in the Section 6 Annexation Area, the City shall either

- a. Reimburse Viewpoint in accordance with Section 5(c) of this Agreement, unless additional signs are permitted within the Section 6 Annexation Area pursuant to an order by a court of competent jurisdiction; OR
- b. Viewpoint shall be allowed to construct billboard signs in the Section 6 Annexation Area under the same terms and conditions of Sections 2 through 6 of this Agreement, except that the total number of signs in the Section 6 Annexation will be dictated by the results of the traffic analysis and aesthetic study.

Section 8. Pending Litigation. In order to minimize the effect of the potential construction of the 35 signs originally applied for by VIEWPOINT under the CITY's then existing sign ordinance, the CITY and VIEWPOINT agree that permits for the Viewpoint Signs described herein are the only permits that shall be issued to VIEWPOINT and that the applications previously submitted shall be permanently withdrawn, with prejudice, within ten (10) days of the execution of this Agreement. VIEWPOINT agrees that neither VIEWPOINT, nor its shareholders, directors, officers, or employees, will, either directly or indirectly, pursue any challenge to the CITY's sign ordinance.

Section 9. Term. The initial term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until the date that is 20 years after the date of the issuance of the first building permit for a Viewpoint Sign. The Viewpoint Signs shall be permitted for a period of 20 years, and all permits and approvals shall be automatically renewed for an additional 20 years, provided VIEWPOINT is not in default hereunder, unless VIEWPOINT notifies the CITY otherwise, in writing. Upon expiration of the term, or renewal


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term if applicable, of this Agreement, VIEWPOINT shall at its cost, remove the sign structures, unless agreed otherwise in writing between the CITY and VIEWPOINT.

Section 10. Dismissal of Lawsuits. Within five days after approval of this Agreement by Resolution of the City Council, or the execution of this Agreement by the City, whichever is later, VIEWPOINT shall dismiss any and all lawsuits VIEWPOINT has filed against the CITY, with prejudice. The Notice of Dismissal shall provide that neither party retains any claims against the other party except for any claim related to enforcement of this Agreement. At the time of dismissal of the lawsuits, VIEWPOINT shall pay the CITY's attorney's fees incurred in the defense of the lawsuit.

Section 11. Authority. This Agreement shall be binding upon the parties hereto, their successors and assigns. The parties agree that there are no third party beneficiaries of this Agreement. VIEWPOINT and the CITY each have full authority to enter into this agreement and implement this agreement for all applications, locations and signs referenced herein and have followed all necessary procedures for this Agreement to be legal and binding.

Section 12. Default. VIEWPOINT shall be in default if VIEWPOINT shall fail to pay any permitting fee or otherwise comply with the terms of this Agreement.

- a. Application. Except as otherwise specifically described herein, the terms of this Agreement shall be applied separately to each completed Viewpoint Sign as if there were twelve separate agreements, one for each sign structure. Any default hereunder shall only be as to the sign structure to which the default applies and shall not affect the other sign structures.
- b. Content Default. Notwithstanding the foregoing, Viewpoint shall have two (2) days to cure a default of Section 4 of this Agreement.
- c. Notice of Default. The City shall provide notice of default to Viewpoint, upon which Viewpoint shall have 30 days to cure the alleged default. Viewpoint shall be in compliance with this Agreement if the actions necessary to cure the default are initiated within thirty (30) days of the notice by the City. The cure period shall be extended by mutual agreement of the parties.
- d. Reservation of Remedies. After the third occurrence in any calendar year of a default as set forth in this paragraph, either party may pursue all available remedies, including, but not limited to, removal of the Viewpoint Signs or specific performance of this Agreement.
- e. Breach by City. Viewpoint shall provide notice of default to the CITY, upon which the CITY shall have 30 days to cure the alleged default. The CITY shall be in compliance with this Agreement if the actions necessary to cure the default are initiated within thirty (30) days of the notice by Viewpoint. The cure period shall be extended by mutual agreement of the parties. In the event of a breach by the CITY, and after Notice opportunity to cure as set forth in this paragraph, VIEWPOINT may pursue all available remedies, including, but not limited to, specific performance of this Agreement.


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Section 13. Settlement of Claim. VIEWPOINT understands that the only reason the CITY is allowing the construction of the Viewpoint Signs described herein is for the settlement of disputed claims under the former sign ordinance and that the CITY does not admit any liability in this Settlement Agreement.

Section 14. Most Favored Nation. In the event the City shall reach a settlement with any other billboard owner, Viewpoint may elect to be governed by all terms, conditions, covenants, and restrictions contained in that settlement agreement. If Viewpoint so elects to be governed, it shall give written notification of its election to the City Attorney or his/her designee within 60 days of Viewpoint's receipt of notification of such agreement. The election shall be effective as of the date of the election and shall not be retroactive.

Section 15. Public Policy. VIEWPOINT, its successors and assigns, and the CITY, will not take any legal action to contend that this Settlement Agreement is illegal, unconstitutional or void as against public policy and both parties agree to take all actions to insure the intent of this Agreement is carried out. VIEWPOINT, its successors and assigns, and the CITY further agree to waive any rights they have under any law, federal, state or local, to challenge the conditions contained in this Agreement.

Section 16. Public Service Announcements. Viewpoint will, if space is available on LEDs, provide public, educational, and government materials display to the City within the limits of the City of Doral. Viewpoint shall be entitled to remove the City's copy as locations are sold to full-paying advertisers.

Section 17. Assignment of Agreement. 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. The CITY hereby agrees that an assignment to any of the following shall not require


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approval by the CITY and shall be valid without written approval; CBS Outdoor, Inc. its successors and wholly-owned subsidiaries; Carter Outdoor, its successors and wholly-owned subsidiaries, and ClearCharm Outdoor, Inc., its successors and wholly-owned subsidiaries. A copy of the documents assigning the rights and assuming the obligations under this Agreement shall be provided within 10 days of the execution of the documents.

Section 18. Relocation of Signs. The parties acknowledge that it is possible that VIEWPOINT may not be able to obtain all necessary approvals or permits for location(s) originally chosen by VIEWPOINT for placement of signs or that, after a sign is erected, the sign may need to be relocated because of blockage from buildings or trees, other construction issues, or causes or circumstances beyond VIEWPOINT's control. In such an event, subject to meeting applicable regulations that are not in conflict with the terms of this Agreement, VIEWPOINT shall be entitled to obtain a permit for a different location within the area bordering a limited access highway as described in Section 2 of this Agreement and to locate the sign, if not already erected, or relocate a sign that has been already erected, on such different location. The alternative location shall be a substitute for, and not in addition to, the previous location and must comply with all applicable FDOT permitting requirements, including all spacing requirements and all provisions of this Agreement.

Section 19. Force Majeure. Failure by VIEWPOINT to perform any act required of VIEWPOINT hereunder on a timely basis shall not be deemed a breach or failure to perform by VIEWPOINT, if such failure is the direct result of, or due to, revolutions, insurrections, riots, wars, acts of enemies or of terrorism, acts of God, floods, national emergency, strikes, shortage or curtailment of material, labor, transportation, or utility services, or of any labor or production difficulty, state or federal recession or depression, or any cause beyond VIEWPOINT's control or without VIEWPOINT's fault or negligence (hereinafter referred to as "force majeure"). Any time for performance of any act by VIEWPOINT shall be extended by the duration of any force majeure. The permitting fees for any sign structure shall not be due for any month in which there is no advertiser on the sign structure due to force majeure. The term of this Agreement shall be extended for the number of months during which there is no advertiser on the sign structure due to force majeure.

Section 20. Sign Ordinance Redraft. The CITY will act in good faith to draft, consider, and adopt a new sign ordinance by January, 2010. Although VIEWPOINT will have no direct role in this process, the CITY agrees to consider VIEWPOINT's comments and suggestions in arriving at the final text. VIEWPOINT agrees to compensate its attorneys for assisting the CITY to redraft its sign ordinance to the extent such assistance is requested by the CITY. Such assistance shall not exceed twenty (20) hours of attorney billing. VIEWPOINT also hereby waives any and all objection that it might have had to any conflict of interest presented by this work. If the requirements for locating and permitting billboard signs set forth in the amended ordinance are less restrictive than this Agreement, the terms of the amended ordinance shall govern.

Section 21. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof. It is the final expression of agreement between


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the parties, thus, neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers, made either prior to or simultaneous with the execution of this Agreement.

Section 22. Attorney's Fees and Costs. Each party shall bear its own attorney's fees and costs in completing the terms of this Agreement. In the event of a dispute hereunder, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

Section 23. Indemnification. VIEWPOINT shall, at its expense, defend, indemnify, and hold harmless the CITY from any cost, claim, action, liability or damage, including attorney's fees, of any kind arising from any challenge by any third party to the terms of this Agreement or resulting from the signs. VIEWPOINT agrees to defend any such action and the CITY agrees to cooperate with VIEWPOINT in such defense. VIEWPOINT agrees to add the CITY as an additional insured on any insurance obtained with regard to the sign structures.

Section 24. Notice. All notices, demands, and any other communication provided for herein shall be given in writing and shall be personally delivered, sent by United States Certified Mail, or nationally recognized overnight mail carrier, return (or delivery) receipt requested, postage prepaid and sent to the address provided in the introductory paragraph of this Agreement. Provided, however, that any party may, from time to time, give notice to the other parties of some other address to which notices to such party shall be sent, in which event notices to such party shall be sent to such address. Notice shall be deemed to be effectively given hereunder when personally delivered with certificate or affidavit of service or with proof of delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

Witness

VIEWPOINT OUTDOOR, LLC.

Elizabeth Bernardo
Elizabeth Bernardo
(Please Print or Type Name)

By: [Signature]
Santiago D. Echehendia
Its: Member

[Signature]
Yvonne Soler
(Please Print or Type Name)

CITY OF DORAL
By: [Signature]
Yvonne Soler, City Manager

[Signature]
CITY

[Signature]
VIEWPOINT

[Signature]

Attest:

By: Barbara Herrera
Barbara Herrera, City Clerk

Approved as to Form and Legal Sufficiency:

By: Jimmy L. Morales
Jimmy L. Morales, City Attorney

City
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EXHIBIT B
VIEWPOINT TO VIEWPOINT SOUTH

| | ASSET | DESCRIPTION |
|---|--|--|
| 1 | License, Permits, Structure & Bulletin Contracts | For the CSX Billboard located in Doral, Miami-Dade County, Railroad Val. Map No. GIS04446, Railroad Val. Station 68+90, Railroad Milepost SXL-42.56 |
| 2 | Lease, Permit and Structure & Bulletin Contract | For the RFRD Billboard located at: 3500 NW 77th Court, Doral |
| 3 | Assignable Permits pursuant to Section 2 and 17 of the Viewpoint/City Settlement Agreement | Rights to construct four (4) additional billboard sign structures in the City of Doral, including up to two (2) LED faces, at locations within the current city limits of the City of Doral, subject to the conditions in the Viewpoint/City Settlement Agreement. |

HRT

FLORIDA DEPARTMENT OF TRANSPORTATION

575-070-04
RIGHT OF WAY
OGC - 02/09

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor, LLC
Sign is: existing proposed
County: Miami-Dade Municipality, if applicable: Doral
Highway Name & Number: Palmetto Expy/SR826
Sign location description: Approx 3022' South of NW 25th PSBP South
Parcel ID#: 35-3034-003-0010

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial
Current zoning of parcel (from Land Development Regulations): Industrial

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Julian H. Perez, AICP, CFM Telephone #: 305 593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

Julian H. Perez 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM-Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
- Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

Julian H. Perez 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM-Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Subject to the relocation of the sign located at Folio No. 30-3034-000-0033, CSX Transport

DAE

reflect differing levels of intensity based on location in Doral. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Office and Residential (OR)* - Uses allowed in this category include a mixture of both professional and clerical offices, hotels, motels and residential uses. The maximum density allowed is 16 units per gross residential acre. This density limit may be exceeded on the 70 acre OR parcel located directly west of the lake in Section 8 where up to 1,250 dwelling units may be constructed pursuant to a voluntary covenant provided by the landowner to Miami-Dade County in 2005. When residential uses are mixed with office uses, the overall scale and intensity shall be no greater than that which would be approved if the parcel was a parcel in either office only or residential use only, whichever is higher. Within the OR category, retail and service uses designed to primarily serve on-site businesses and residents may be integrated within a project in an amount not to exceed 10 percent of the total floor area. The use mix for the entire OR future land use category is anticipated to be within the following range: office/hotel/motel 60 % -95%, and residential 5% - 40%. Building height is limited to no more than eight (8) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Industrial* - This category allows industries, manufacturing operations, warehouses, mini-warehouses, office buildings, showrooms, distribution centers, merchandise marts, utility maintenance yards, utility plants, public facilities, hospitals, medical buildings, hotels, convention facilities, restaurants, banks, university and college facilities, hotels, and similar uses. No rock quarrying or ancillary uses are allowed in I. Within the I category, retail and service uses may be integrated within a project (land under unified control) in an amount not to exceed 15 percent of the total floor area. Building height is limited to the width of the public right-of-way fronting the subject property and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Restricted Industrial (RI)* - Areas designated "RI" are parcels where the range of uses and design of facilities are governed by special groundwater protection regulations. This category primarily affects wellfield protection areas designated in Chapter 24 of the Miami-Dade County Code. Building height is limited to no more than four (4) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited

FLORIDA DEPARTMENT OF TRANSPORTATION

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor LLC
Sign is: existing proposed
County: Miami-Dade Municipality, if applicable: City of Doral
Highway Name & Number: Palmetto/Expy / SR826
Sign location description: approx 3022' SW of HW 25th
Parcel ID#: 35-3034-003-0010

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial
Current zoning of parcel (from Land Development Regulations): Industrial

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Nathan Kogon Telephone #: (305) 593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

[Signature] Date: 11/21/13
Signature of Local Government Official

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

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[Signature] Date: 11/21/13
Signature of Local Government Official

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

11

Subject to relocation of sign located at file 30-3070-000-0033,
CSX Transpoto.

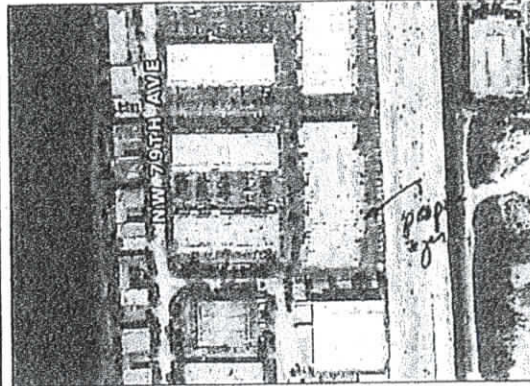
[Handwritten mark]



MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
PROPERTY SEARCH SUMMARY REPORT

Carlos Lopez-Cantera
Property Appraiser

| | |
|--|---|
| Property Information: | |
| Folio | 35-3034-003-0010 |
| Property Address | 7801 NW 15 ST |
| Owner Name(s) | PSBP INDUSTRIAL LLC |
| Mailing Address | 8216 NW 14 ST MIAMI FL 33126-1502 |
| Primary Zone | 7000 INTENSIVE USE |
| Use Code | 4132 LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING |
| Beds/Baths/Half | 0/0/0 |
| Floors | 1 |
| Living Units | 0 |
| Adj. Sq. Footage | 233,872 |
| Lot Size | 513,885 SQFT |
| Year Built | 1980 |
| Full Legal Description | MIAMI INTL COMMERCE CNTR SEC 3 PB 115-71 TR H LESS PORT LYG IN R/W LOT SIZE 513885 SQ FT F/A/J 30-3034-003-0010 COC 21943-1997 12 2003 0 |
| Assessment Information: | |
| | Current Previous Previous 2 |
| Year | 2013 2012 2011 |
| Land Value | \$0,680,505 \$0,680,505 \$0,680,505 |
| Building Value | \$7,519,495 \$4,826,090 \$5,521,495 |
| Market Value | \$14,200,000 \$11,606,595 \$12,202,000 |
| Assessed Value | \$12,767,254 \$11,606,595 \$12,202,000 |
| Benefits Information: | |
| | Current Previous Previous 2 |
| Benefit | Type 2013 2012 2011 |
| Non-Homestead Caps | Assessment Reduction \$1,432,746 \$0 \$0 |
| Note: not all benefits are applicable to all Taxable Values (ie County, School Board, City, Regional). | |



Aerial Photography 2012

| | | | |
|-----------------------------------|-----------------------|-----------------------|---|
| Taxable Value Information: | | | |
| | Current | Previous | Previous 2 |
| Year | 2013 | 2012 | 2011 |
| | Exemption/ Taxable | Exemption/ Taxable | Exemption/ Taxable |
| County | \$0/\$12,767,254 | \$0/\$11,606,595 | \$0/\$12,202,000 |
| School Board | \$0/\$14,200,000 | \$0/\$11,606,595 | \$0/\$12,202,000 |
| City | \$0/\$12,767,254 | \$0/\$11,606,595 | \$0/\$12,202,000 |
| Regional | \$0/\$12,767,254 | \$0/\$11,606,595 | \$0/\$12,202,000 |
| Sale Information: | | | |
| Date | Amount | OR Book-Page | Qualification Code |
| 12/01/2003 | \$184,600,000 | 21943-1997 | Qual on DOS, but significant ply change since |

Disclaimer:

The Office of the Property Appraiser and Miami-Dade County are continually editing and updating the tax roll and GIS data to reflect the latest property information and GIS positional accuracy. No warranties, expressed or implied, are provided for data and the positional or thematic accuracy of the data herein, its use, or its interpretation. Although this website is periodically updated, this information may not reflect the data currently on file at Miami-Dade County's systems of record. The Property Appraiser and Miami-Dade County assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any information provided herein. See Miami-Dade County full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>.

Property information inquiries, comments, and suggestions email: pawebmail@miamidade.gov

GIS inquiries, comments, and suggestions email: gis@miamidade.gov

Generated on: Thu Oct 10 2013

FLORIDA DEPARTMENT OF TRANSPORTATION

576-070-04
RIGHT OF WAY
OGC - 0209

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor, LLC
Sign is: existing proposed
County: Miami Dade Municipality, if applicable: Doral
Highway Name & Number: Palmetto/ SR 826
Sign location description: Approx 500' South of NW 25th Street/ 7750 NW 25th Street extended stay
Parcel ID#: 35-3034-043-0030

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Business
Current zoning of parcel (from Land Development Regulations): Industrial Commercial

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Julian H. Perez, AICP, CFM Telephone #: 305-593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

Julian H. Perez 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM - Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

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Julian H. Perez 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM - Planning and Zoning Director
Printed Name and Title

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→ Subject To GATEWAY Spacing Modification JP DAE

The following criteria must be met in order to achieve the TND land use designation:

Site must be under single-ownership, cannot be located adjacent to Estate Density Residential areas and must be comprised of at least 40 contiguous gross acres;

Public parks must be provided on-site equal to at least 50 percent the City's parks level-of-service standard;

Civic uses, such as meeting halls, schools, day care centers and cultural facilities must comprise at least 2 percent of the developed area;

Business, office and light industrial uses not vertically mixed with residential cannot comprise greater than 50 percent of the gross land area; and

Site must have an internal public spine road system and be connected to a minimum of two (2) separate external public roads.

* *Business* - This category accommodates the full range of sales service activities including retail, wholesale, personal and professional services, commercial and professional offices, hotels, motels, hospitals, theaters, medical buildings, nursing homes, entertainment and cultural facilities, amusement and commercial recreation establishments. Building height is limited to no more than six (6) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking. In the Business land use strip immediately west of the Miami-Dade County Resource Recovery Facility along (theoretical) NW 102nd Avenue, uses that exhibit 24-hour site usage such as hotels, motels, hospitals, and nursing homes are not allowed.

* *Office (O)* – This category accommodates corporate, commercial and professional offices, hotels, medical buildings, and entertainment and cultural facilities. Five (5) percent of the floor area of Office parcels may contain retail and services uses. The maximum height allowed in this category is 14 stories and landscaped open space must comprise a minimum of 15% of a project site. Office parcels may be approved city-wide, including the mixed use opportunity areas, and must exhibit the same level of community design excellence and connectivity to surrounding areas as required in the DMU and CMU areas. The new City Land Development Code should establish office zoning categories that

FLORIDA DEPARTMENT OF TRANSPORTATION

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor LLC
Sign is: existing proposed
County: Miami-Dade Municipality, if applicable: City of Doral
Highway Name & Number: Palmetto Expy / SR 826
Sign location description: Approx. 500' South of NW 25th Street / 7750 NW 25th Street
Parcel ID#: 35-3034-043-0030

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Business
Current zoning of parcel (from Land Development Regulations): Industrial Commercial
Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Nathan Kogon Telephone #: (305) 593-6630

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Signature of Local Government Official _____ Date _____

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

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Nathan Kogon _____
Signature of Local Government Official Date 11/21/13

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

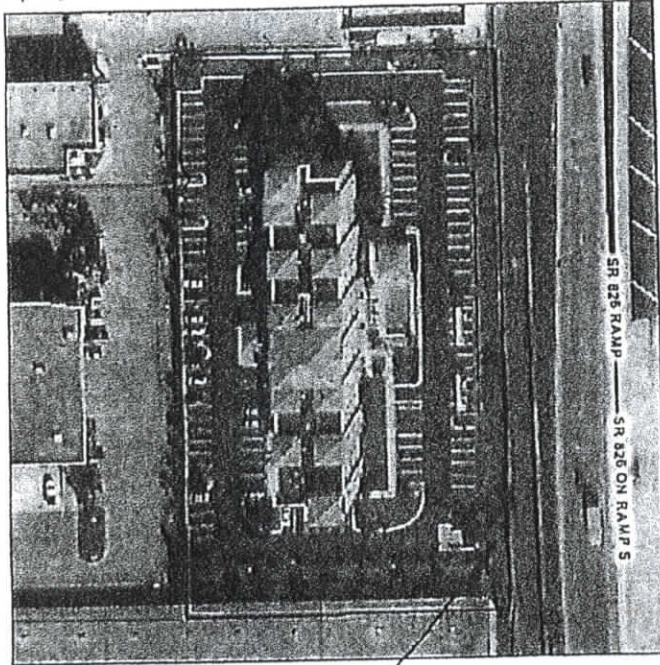
NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

SUBJECT TO GATEWAY SPACING MODIFICATIONS

miamidade.gov



Property Information Map



Digital Orthophotography - 2007

0 49 ft

This map was created on 1/5/2010 12:00:08 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



PROPOSED SIGN

Summary Details:

| | |
|------------------|--|
| Folio No.: | 35-3034-043-0030 |
| Property: | 7750 NW 25 ST |
| Mailing Address: | BRE ESA P PORTFOLIO LLC C/O EXTENDED STAY- PROPERTY TAX 100 DUNBAR ST SPARTANBURG SC 29306 |

Property Information:

| | |
|--------------------|--|
| Primary Zone: | 7300 INDUSTRIAL- HEAVY |
| CLUC: | 0021 HOTEL |
| Beds/Baths: | 0/0 |
| Floors: | 1 |
| Living Units: | 0 |
| Adj Sq Footage: | 54,029 |
| Lot Size: | 2 ACRES |
| Year Built: | 2002 |
| Legal Description: | PARK AT MICC PB 157- 25 T-20506 TRACT C LOT SIZE 2.44 AC M/L FAU 30-3034-029-0010 & 0011 OR 19576-2647 0301 1 |

Assessment Information:

| Year: | 2009 | 2008 |
|-----------------|-------------|-------------|
| Land Value: | \$2,444,578 | \$2,444,578 |
| Building Value: | \$4,212,164 | \$4,254,711 |
| Market Value: | \$6,656,742 | \$6,699,289 |
| Assessed Value: | \$6,656,742 | \$6,699,289 |

Tableable Value Information:

| Year: | 2009 | 2008 |
|------------------|--|--|
| Taxing Authority | Applied Exemption/ Taxable Value: | Applied Exemption/ Taxable Value: |
| Regional: | \$0/ \$6,656,742 | \$0/ \$6,699,289 |
| County: | \$0/ \$6,656,742 | \$0/ \$6,699,289 |
| City: | \$0/ \$6,656,742 | \$0/ \$6,699,289 |
| School Board: | \$0/ \$6,656,742 | \$0/ \$6,699,289 |

Sale Information:

| | |
|---------------------------------------|---|
| Sale Date: | 7/2005 |
| Sale Amount: | \$0 |
| Sale OR: | 25507-4879 |
| Sales Qualification Description: | Sales which are disqualified as a result of examination of the deed |
| View Additional Sales | |

FLORIDA DEPARTMENT OF TRANSPORTATION

575-070-04
RIGHT OF WAY
OGC - 02/09

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor, LLC
Sign is: existing proposed
County: Miami Dade Municipality, if applicable: Doral
Highway Name & Number: Palmetto/ SR 826
Sign location description: Approx 1007' south of NW 75th Street PBSP North
Parcel ID#: 35-3034-014-0010

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial
Current zoning of parcel (from Land Development Regulations): Industrial

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Julian H. Perez, AICP, CFM Telephone #: 305-593-6630

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Signature of Local Government Official Date

Julian H. Perez, AICP, CFM - Planning and Zoning Director
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FLORIDA DEPARTMENT OF TRANSPORTATION

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To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor LLC
Sign is: existing proposed
County: Miami-Dade Municipality, if applicable: City of Doral
Highway Name & Number: Palmetto/Expy / SR826
Sign location description: approx 1007' South of New 7512 St.
Parcel ID#: 35-3034-014-0010

To be completed by appropriate zoning official:

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[Signature] Date 11/21/13
Signature of Local Government Official

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

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Signature of Local Government Official

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

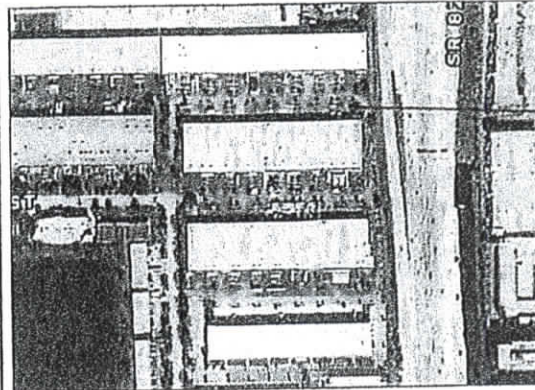
NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

[Handwritten mark]



MIAMI-DADE COUNTY
 OFFICE OF THE PROPERTY APPRAISER
 PROPERTY SEARCH SUMMARY REPORT
 Carlos Lopez-Centora
 Property Appraiser

| Property Information: | | | | |
|--|--|--------------|--------------|-----|
| Folio | 35-3034-014-0010 | | | |
| Property Address | 2201 NW 79 AVE | | | |
| Owner Name(s) | PSBP INDUSTRIAL LLC | | | |
| Mailing Address | 8216 NW 14 ST MIAMI FL 33120-1502 | | | |
| Primary Zone | 7600 INTENSIVE USE | | | |
| Use Code | 4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE | | | |
| Beds/Baths/Half | 0/0/0 | | | |
| Floors | 2 | | | |
| Living Units | 0 | | | |
| Adj. Sq. Footage | 431,239 | | | |
| Lot Size | 928,175 SQFT | | | |
| Year Built | 1990 | | | |
| Full Legal Description | MIAMI INTL COMMERCE CTR SEC 12 PB 134-75 TRACT 12-A LESS BEG 246.63FTW & 740.87FTS CONT 1240.58FT TH W44.40FT NWLY 1242.28FT E80.02FT TO POB LOT SIZE 928175 SQ FT F/A/U 30-3034-014-0010 COC 21843-1997 12 2003 6 | | | |
| Assessment Information: | | | | |
| | Current | Previous | Previous 2 | |
| Year | 2013 | 2012 | 2011 | |
| Land Value | \$11,138,100 | \$11,138,100 | \$11,138,100 | |
| Building Value | \$13,861,900 | \$8,909,655 | \$4,372,900 | |
| Market Value | \$25,000,000 | \$20,047,755 | \$15,511,000 | |
| Assessed Value | \$20,328,000 | \$18,480,000 | \$15,511,000 | |
| Benefits Information: | | | | |
| | Current | Previous | Previous 2 | |
| Benefit | 2013 | 2012 | 2011 | |
| Non-Homestead Caps | Assessment Reduction | \$4,672,000 | \$1,567,755 | \$0 |
| Note: not all benefits are applicable to all Taxable Values (ie County, School Board, City, Regional). | | | | |



Approved JF

Aerial Photography 2012

| Taxable Value Information: | | | |
|----------------------------|-----------------------|-----------------------|---|
| | Current | Previous | Previous 2 |
| Year | 2013 | 2012 | 2011 |
| | Exemption/ Taxable | Exemption/ Taxable | Exemption/ Taxable |
| County | \$0/\$20,328,000 | \$0/\$18,480,000 | \$0/\$15,511,000 |
| School Board | \$0/\$25,000,000 | \$0/\$20,047,755 | \$0/\$15,511,000 |
| City | \$0/\$20,328,000 | \$0/\$18,480,000 | \$0/\$15,511,000 |
| Regional | \$0/\$20,328,000 | \$0/\$18,480,000 | \$0/\$15,511,000 |
| Sale Information: | | | |
| Date | Amount | OR Book-Page | Qualification Code |
| 12/01/2003 | \$194,600,000 | 21843-1997 | Qual on DOS, but significant phy change since |

Disclaimer:

The Office of the Property Appraiser and Miami-Dade County are continually editing and updating the tax roll and GIS data to reflect the latest property information and GIS positional accuracy. No warranties, expressed or implied, are provided for data and the positional or thematic accuracy of the data herein, its use, or its interpretation. Although this website is periodically updated, this information may not reflect the data currently on file at Miami-Dade County's systems of record. The Property Appraiser and Miami-Dade County assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any information provided herein. See Miami-Dade County full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>.

Property information inquiries, comments, and suggestions email: pawebmail@miamidade.gov

GIS inquiries, comments, and suggestions email: gis@miamidade.gov

Generated on: Thu Oct 10 2013

[Signature] 10/10/2013

FLORIDA DEPARTMENT OF TRANSPORTATION

575-070-04
RIGHT OF WAY
DGC - 02/09

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor, LLC
Sign is: existing proposed
County: Miami Dade Municipality, if applicable: Doral
Highway Name & Number: Palmetto/ SR 826
Sign location description: Approx 2007' south of NW 75th Street PBSP Middle
Parcel ID#: 35-3034-006-0010

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial
Current zoning of parcel (from Land Development Regulations): Industrial

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Julian H. Perez, AICP, CFM Telephone #: 305-593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM - Planning and Zoning Director
Printed Name and Title


NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
- Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM - Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

reflect differing levels of intensity based on location in Doral. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Office and Residential (OR)* - Uses allowed in this category include a mixture of both professional and clerical offices, hotels, motels and residential uses. The maximum density allowed is 16 units per gross residential acre. This density limit may be exceeded on the 70 acre OR parcel located directly west of the lake in Section 8 where up to 1,250 dwelling units may be constructed pursuant to a voluntary covenant provided by the landowner to Miami-Dade County in 2005. When residential uses are mixed with office uses, the overall scale and intensity shall be no greater than that which would be approved if the parcel was a parcel in either office only or residential use only, whichever is higher. Within the OR category, retail and service uses designed to primarily serve on-site businesses and residents may be integrated within a project in an amount not to exceed 10 percent of the total floor area. The use mix for the entire OR future land use category is anticipated to be within the following range: office/hotel/motel 60 % -95%, and residential 5% - 40%. Building height is limited to no more than eight (8) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Industrial* - This category allows industries, manufacturing operations, warehouses, mini-warehouses, office buildings, showrooms, distribution centers, merchandise marts, utility maintenance yards, utility plants, public facilities, hospitals, medical buildings, hotels, convention facilities, restaurants, banks, university and college facilities, hotels, and similar uses. No rock quarrying or ancillary uses are allowed in I. Within the I category, retail and service uses may be integrated within a project (land under unified control) in an amount not to exceed 15 percent of the total floor area. Building height is limited to the width of the public right-of-way fronting the subject property and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Restricted Industrial (RI)* - Areas designated "RI" are parcels where the range of uses and design of facilities are governed by special groundwater protection regulations. This category primarily affects wellfield protection areas designated in Chapter 24 of the Miami-Dade County Code. Building height is limited to no more than four (4) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited

FLORIDA DEPARTMENT OF TRANSPORTATION

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor LLC
Sign is: existing proposed
County: Miami-Dade Municipality, if applicable: City of Doral
Highway Name & Number: Palmetto/Expy / SR826
Sign location description: approx 2017, South of HW 25th St
Parcel ID#: 35-3034-006-0010

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial
Current zoning of parcel (from Land Development Regulations): Industrial
Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Nathan Kogon Telephone #: (305) 593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

Nathan Kogon Signature of Local Government Official Date 11/21/13

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
- Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

Nathan Kogon Signature of Local Government Official Date 11/21/13

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

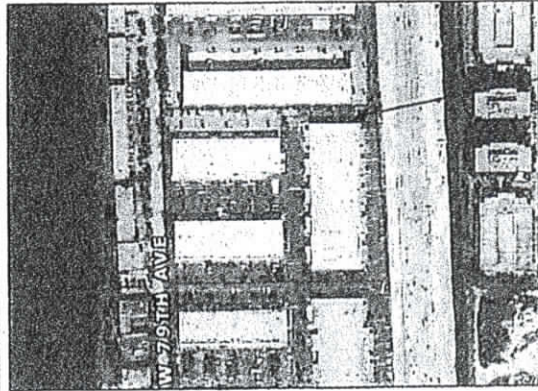
NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.



**MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
PROPERTY SEARCH SUMMARY REPORT**

*Carlos Lopez-Cantera
Property Appraiser*

| | |
|--------------------------------|---|
| Property Information: | |
| Folio | 35-3034-000-0010 |
| Property Address | 1701 NW 79 AVE |
| Owner Name(s) | PSBP INDUSTRIAL LLC |
| Mailing Address | 8216 NW 14 ST MIAMI FL 33128 -1502 |
| Primary Zone | 7600 INTENSIVE USE |
| Use Code | 0037 WAREHOUSE OR STORAGE |
| Beds/Baths/Half | 0/0/0 |
| Floors | 1 |
| Living Units | 0 |
| Adj. Sq. Footage | 235,886 |
| Lot Size | 12.08 ACRES |
| Year Built | 1982 |
| Legal Description | MIAMI INTL COMMERCE CNTR SEC 6 PB 119-35 TR T LESS BEG 246.63FTW & 1981.45FTS OF NE COR OF SEC CONT S600.46FT TH NWLY600.61FT E5.25FT TP POB |
| Assessment Information: | |
| | Current Previous |
| Year | 2012 2011 |
| Land Value | \$6,844,071 \$6,844,071 |
| Building Value | \$8,455,929 \$5,445,929 |
| Market Value | \$15,300,000 \$12,290,000 |
| Assessed Value | \$14,850,000 \$12,200,000 |
| Exemption Information: | |
| | Current Previous |
| Year | 2012 2011 |
| Homestead | \$0 \$0 |
| 2nd Homestead | \$0 \$0 |
| Senior | \$0 \$0 |
| Veteran Disability | \$0 \$0 |
| Civilian Disability | \$0 \$0 |
| Widow(er) | \$0 \$0 |



Aerial Photography 2012

| | | | |
|-----------------------------------|-------------------|------------------|--------------------|
| Taxable Value Information: | | | |
| | Current | | Previous |
| Year | 2012 | 2011 | |
| | Exemption/Taxable | | Exemption/Taxable |
| County | \$0/\$14,850,000 | \$0/\$12,290,000 | |
| School Board | \$0/\$15,300,000 | \$0/\$12,290,000 | |
| City | \$0/\$14,850,000 | \$0/\$12,200,000 | |
| Regional | \$0/\$14,850,000 | \$0/\$12,290,000 | |
| Sale Information: | | | |
| Date | Amount | OR Book-Page | Qualification Code |
| 12/2003 | \$194,600,000 | 21943-1997 | Other disqualified |

Disclaimer:

The Office of the Property Appraiser and Miami-Dade County are continually editing and updating the tax roll and GIS data to reflect the latest property information and GIS positional accuracy. No warranties, expressed or implied, are provided for data and the positional or thematic accuracy of the data herein, its use, or its interpretation. Although this website is periodically updated, this information may not reflect the data currently on file at Miami-Dade County's systems of record. The Property Appraiser and Miami-Dade County assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any information provided herein. See Miami-Dade County full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>.

Property information inquiries, comments, and suggestions email: pawebmail@miamidade.gov

GIS inquiries, comments, and suggestions email: gis@miamidade.gov

Generated on: Tue Apr 16 2013

<http://gisweb.miamidade.gov/PropertySearch/printMap.htm>

4/16/2013

FLORIDA DEPARTMENT OF TRANSPORTATION

676-070 04
RIGHT OF WAY
OGC - 0209

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor, LLC
Sign is: existing proposed
County: Miami-Dade Municipality, if applicable: Doral
Highway Name & Number: Florida Turnpike
Sign location description: Approx 670' south of NW 41st Street - Public Storage Turnpike
Parcel ID#: 35-3030-031-0020

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial (Restrictive Industrial)
Current zoning of parcel (from Land Development Regulations): Industrial (Industrial Restrictive)

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Julian H. Perez, AICP, CFM Telephone #: 305 593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

Julian H. Perez 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
- Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

Julian H. Perez 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

→ Subject to Gateway Spacing Modification

DAE

reflect differing levels of intensity based on location in Doral. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Office and Residential (OR)* - Uses allowed in this category include a mixture of both professional and clerical offices, hotels, motels and residential uses. The maximum density allowed is 16 units per gross residential acre. This density limit may be exceeded on the 70 acre OR parcel located directly west of the lake in Section 8 where up to 1,250 dwelling units may be constructed pursuant to a voluntary covenant provided by the landowner to Miami-Dade County in 2005. When residential uses are mixed with office uses, the overall scale and intensity shall be no greater than that which would be approved if the parcel was a parcel in either office only or residential use only, whichever is higher. Within the OR category, retail and service uses designed to primarily serve on-site businesses and residents may be integrated within a project in an amount not to exceed 10 percent of the total floor area. The use mix for the entire OR future land use category is anticipated to be within the following range: office/hotel/motel 60 % -95%, and residential 5% - 40%. Building height is limited to no more than eight (8) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Industrial* - This category allows industries, manufacturing operations, warehouses, mini-warehouses, office buildings, showrooms, distribution centers, merchandise marts, utility maintenance yards, utility plants, public facilities, hospitals, medical buildings, hotels, convention facilities, restaurants, banks, university and college facilities, hotels, and similar uses. No rock quarrying or ancillary uses are allowed in I. Within the I category, retail and service uses may be integrated within a project (land under unified control) in an amount not to exceed 15 percent of the total floor area. Building height is limited to the width of the public right-of-way fronting the subject property and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Restricted Industrial (RI)* - Areas designated "RI" are parcels where the range of uses and design of facilities are governed by special groundwater protection regulations. This category primarily affects wellfield protection areas designated in Chapter 24 of the Miami-Dade County Code. Building height is limited to no more than four (4) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited

to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Institutional and Public Facility (IPF)* - The IPF category allows major community institutional uses, public facilities and utilities, including hospitals, non-profit medical facilities, universities and colleges, regional water-supply, wastewater and solid waste utility facilities, religious institutions, governmental offices and facilities, public schools, police and fire stations and libraries. Building height in the IPF category is limited to no more than six (6) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

Public and non-profit Institutional projects, greater than 10 acres in size, located in a self-contained, master-planned setting may include adult living facilities for the elderly as an accessory use not to exceed 25% of the gross area of the project site.

* *Public Parks and Recreation (PPR)* - This land use category includes all public parks, developed (with recreational facilities) and undeveloped. Related and ancillary facilities are also allowed such as community centers, typical public recreational facilities, meeting rooms and office/storage space for parks administration and operation. Certain commercial activities ancillary to recreational uses and related to the resources of the park, such as boat supply stores, fuel docks, or tennis and golf clubhouses are also permitted. Other commercial recreation, entertainment or cultural uses may also be considered for approval in the PPR category if they would enhance the quality, utility or enjoyment of the site and its natural, historical or archeological resources and facilities. The floor area ratio for ancillary commercial, administrative, recreation, cultural and entertainment buildings shall not exceed 0.2.

* *Private Parks and Open Space (PPOS)* - The PPOS category identifies private parks and open space areas, including private membership golf courses, cemeteries, and golf-oriented resorts. Privately owned golf courses open to the public are also contained in this category. Golf courses are allowed to have ancillary uses such as clubhouses, pro shops, other recreational facilities, administrative offices, maintenance facilities, meeting rooms, lounge, small gift shop, private restaurant (owner-operated only) and ballrooms. Golf-oriented resorts in this category may also include hospitality facilities reasonably related to the resort use such as health spas and hotel rooms. The floor area ratio for ancillary uses and hospitality facilities shall not exceed 0.25.

FLORIDA DEPARTMENT OF TRANSPORTATION

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor LLC
Sign is: existing proposed
County: Miami-Dade Municipality, if applicable: City of Doral
Highway Name & Number: Florida Turnpike
Sign location description: Approx 670' South of NW 41st
Parcel ID#: 35-3030-031-0020

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial
Current zoning of parcel (from Land Development Regulations): Industrial

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Nathan Kogon Telephone #: (305) 593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

Signature of Local Government Official _____ Date _____
Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
- Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

Nathan Kogon _____ Date 11/21/13
Signature of Local Government Official
Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

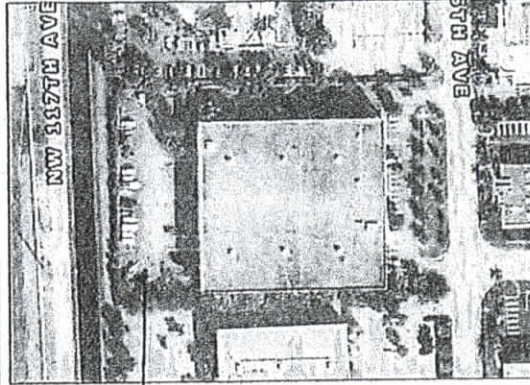
SUBJECT TO GATEWAY SPACING MODIFICATION



**MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
PROPERTY SEARCH SUMMARY REPORT**

*Carlos Lopez-Cantora
Property Appraiser*

| | | | |
|--------------------------------|---|-------------|------|
| Property Information: | | | |
| Folio | 35-3030-031-0020 | | |
| Property Address | 3900 NW 115 AVE | | |
| Owner Name(s) | PUBLIC STORAGE PICKUP & DELIVERY C/O DEPT-PT-FL-29199 | | |
| Mailing Address | P O BOX 25025 GLENDALE CA 91201 | | |
| Primary Zone | 7700 INDUSTRIAL - RESTRICTED | | |
| Use Code | 4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE | | |
| Beds/Baths/Half | 0/0/0 | | |
| Floors | 3 | | |
| Living Units | 0 | | |
| Adj. Sq. Footage | 159,456 | | |
| Lot Size | 135,032 SQFT | | |
| Year Built | 1998 | | |
| Full Legal Description | MIAMI INTL BUSINESS PARK SEC 2 PB 151-49 T-19886 LOT 2 BLK 3 LOT SIZE 135032 SQ FT FAU 30-3030-001-0010 0011 0012 & 0080 OR 17907-0583 1297 1 F/A/U 30-3030-031-0020 | | |
| Assessment Information: | | | |
| Year | 2013 | 2012 | |
| Land Value | \$1,620,384 | \$1,500,000 | |
| Building Value | \$8,379,616 | \$6,750,000 | |
| Market Value | \$10,000,000 | \$8,250,000 | |
| Assessed Value | \$10,000,000 | \$8,250,000 | |
| Benefits Information: | | | |
| Benefit | Type | 2013 | 2012 |



| | | | |
|-----------------------------------|-----------------------|-----------------------|--|
| Taxable Value Information: | | | |
| Year | 2013 | 2012 | |
| | Exemption/ Taxable | Exemption/ Taxable | |
| County | \$0/\$10,000,000 | \$0/\$8,250,000 | |
| School Board | \$0/\$10,000,000 | \$0/\$8,250,000 | |
| City | \$0/\$10,000,000 | \$0/\$8,250,000 | |
| Regional | \$0/\$10,000,000 | \$0/\$8,250,000 | |
| Sale Information: | | | |
| Date | Amount | OR Book-Page | Qualification Code |
| 12/01/1997 | \$1,040,600 | 17907-0583 | 2008 and prior year sales; Qual by exam of deed |

Disclaimer:

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Property information inquiries, comments, and suggestions email: pawebmail@miamidadade.gov

GIS inquiries, comments, and suggestions email: gis@miamidadade.gov

Generated on: Wed Nov 20 2013

FLORIDA DEPARTMENT OF TRANSPORTATION

575-070-04
RIGHT OF WAY
OGC - 02/09

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor, LLC
Sign is: existing proposed
County: Miami Dade Municipality, if applicable: Doral
Highway Name & Number: Florida Turnpike/SR 91
Sign location description: Approx 160' North of NW 25th Street Carroll Turnpike
Parcel ID#: 35-3030-000-0010

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: ~~Industrial~~ (Institutional Public Facility)
Current zoning of parcel (from Land Development Regulations): ~~Industrial~~ (Institutional Public Facility)

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Julian H. Perez, AICP, CFM Telephone #: 305-593-6033

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM - Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

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- Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

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 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM - Planning and Zoning Director
Printed Name and Title

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to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Institutional and Public Facility (IPF)* - The IPF category allows major community institutional uses, public facilities and utilities, including hospitals, non-profit medical facilities, universities and colleges, regional water-supply, wastewater and solid waste utility facilities, religious institutions, governmental offices and facilities, public schools, police and fire stations and libraries. Building height in the IPF category is limited to no more than six (6) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

Public and non-profit Institutional projects, greater than 10 acres in size, located in a self-contained, master-planned setting may include adult living facilities for the elderly as an accessory use not to exceed 25% of the gross area of the project site.

* *Public Parks and Recreation (PPR)* - This land use category includes all public parks, developed (with recreational facilities) and undeveloped. Related and ancillary facilities are also allowed such as community centers, typical public recreational facilities, meeting rooms and office/storage space for parks administration and operation. Certain commercial activities ancillary to recreational uses and related to the resources of the park, such as boat supply stores, fuel docks, or tennis and golf clubhouses are also permitted. Other commercial recreation, entertainment or cultural uses may also be considered for approval in the PPR category if they would enhance the quality, utility or enjoyment of the site and its natural, historical or archeological resources and facilities. The floor area ratio for ancillary commercial, administrative, recreation, cultural and entertainment buildings shall not exceed 0.2.

* *Private Parks and Open Space (PPOS)* - The PPOS category identifies private parks and open space areas, including private membership golf courses, cemeteries, and golf-oriented resorts. Privately owned golf courses open to the public are also contained in this category. Golf courses are allowed to have ancillary uses such as clubhouses, pro shops, other recreational facilities, administrative offices, maintenance facilities, meeting rooms, lounge, small gift shop, private restaurant (owner-operated only) and ballrooms. Golf-oriented resorts in this category may also include hospitality facilities reasonably related to the resort use such as health spas and hotel rooms. The floor area ratio for ancillary uses and hospitality facilities shall not exceed 0.25.

FLORIDA DEPARTMENT OF TRANSPORTATION

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor LLC
Sign is: existing proposed
County: Miami-Dade Municipality, if applicable: City of Doral
Highway Name & Number: Florida Turnpike / SR 91
Sign location description: Approx. 160' North of NW 25th Street
Parcel ID#: 35-3030-000-0010

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial
Current zoning of parcel (from Land Development Regulations): Industrial

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Nathan Kogon Telephone #: (305) 593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

[Signature] Date: 11/21/13
Signature of Local Government Official

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:
 Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
 Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
 Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

[Signature] Date: 11/21/13
Signature of Local Government Official

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

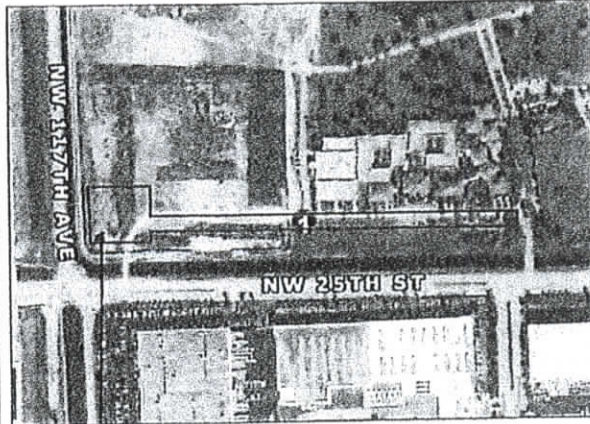
2



MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
PROPERTY SEARCH SUMMARY REPORT

Carlos Lopez-Cantera
Property Appraiser

| | | | | |
|--|--|----------|------------|----------|
| Property Information: | | | | |
| Folio | 35-3030-000-0010 | | | |
| Property Address | | | | |
| Owner Name(s) | COLEMAN F CARROLL | | | |
| Mailing Address | 6301 BISCAYNE BLVD MIAMI FL 33138-6284 | | | |
| Primary Zone | 8900 INTERIM-AWAIT SPECIFIC ZO | | | |
| Use Code | 7654 BURIAL GROUND OR VAULT : CEMETERY | | | |
| Beds/Baths/Half | 0/0/0 | | | |
| Floors | 0 | | | |
| Living Units | 0 | | | |
| Adj. Sq. Footage | 0 | | | |
| Lot Size | 101,930.4 SQFT | | | |
| Year Built | 0 | | | |
| Full Legal Description | 30 53 40 2.340AC ML PORT OF SW 1/4 BEG 75FT N & 65FT E OF SW COR E200FT N39.98FT E 1240.16FT N50FT W1241.42FT N110 FT W200FT S200FT TO POB FIA/U 30-3030-000-0010 | | | |
| Assessment Information: | | | | |
| | Current | Previous | Previous 2 | |
| Year | 2013 | 2012 | 2011 | |
| Land Value | \$99,450 | \$99,450 | \$99,450 | |
| Building Value | \$0 | \$0 | \$0 | |
| Market Value | \$99,450 | \$99,450 | \$99,450 | |
| Assessed Value | \$99,450 | \$99,450 | \$99,450 | |
| Benefits Information: | | | | |
| | Current | Previous | Previous 2 | |
| Benefit | Type | 2013 | 2012 | 2011 |
| Burial Grounds | Exemption | \$99,450 | \$99,450 | \$99,450 |
| Note: not all benefits are applicable to all Taxable Values (ie County, School Board, City, Regional). | | | | |



proposed sign

Aerial Photography 2012

| | | | |
|-----------------------------------|-----------------------|-----------------------|-----------------------|
| Taxable Value Information: | | | |
| | Current | Previous | Previous 2 |
| Year | 2013 | 2012 | 2011 |
| | Exemption/ Taxable | Exemption/ Taxable | Exemption/ Taxable |
| County | \$99,450/\$0 | \$99,450/\$0 | \$99,450/\$0 |
| School Board | \$0/\$0 | \$0/\$0 | \$0/\$0 |
| City | \$0/\$0 | \$0/\$0 | \$0/\$0 |
| Regional | \$0/\$0 | \$0/\$0 | \$0/\$0 |
| Sale Information: | | | |

Disclaimer:

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Property information inquiries, comments, and suggestions email: pawebmail@miamidade.gov

GIS inquiries, comments, and suggestions email: gis@miamidade.gov

Generated on: Thu Oct 10 2013

2

FLORIDA DEPARTMENT OF TRANSPORTATION

575-070-04
RIGHT OF WAY
OGC - 02/09

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor, LLC
Sign is: existing proposed
County: Miami Dade Municipality, if applicable: Doral
Highway Name & Number: Dolphin Expy/ SR 836
Sign location description: 50 feet South of NW 12th Street/8900 NW 12th Street - Extra Space
Parcel ID#: 35-3033-014-0020

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial
Current zoning of parcel (from Land Development Regulations): Industrial

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Julian H. Perez, AICP, CFM Telephone #: 305-593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM - Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
- Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

 06/25/2014
Signature of Local Government Official Date

Julian H. Perez, AICP, CFM - Planning and Zoning Director
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

reflect differing levels of intensity based on location in Doral. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Office and Residential (OR)* - Uses allowed in this category include a mixture of both professional and clerical offices, hotels, motels and residential uses. The maximum density allowed is 16 units per gross residential acre. This density limit may be exceeded on the 70 acre OR parcel located directly west of the lake in Section 8 where up to 1,250 dwelling units may be constructed pursuant to a voluntary covenant provided by the landowner to Miami-Dade County in 2005. When residential uses are mixed with office uses, the overall scale and intensity shall be no greater than that which would be approved if the parcel was a parcel in either office only or residential use only, whichever is higher. Within the OR category, retail and service uses designed to primarily serve on-site businesses and residents may be integrated within a project in an amount not to exceed 10 percent of the total floor area. The use mix for the entire OR future land use category is anticipated to be within the following range: office/hotel/motel 60 % -95%, and residential 5% - 40%. Building height is limited to no more than eight (8) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Industrial* - This category allows industries, manufacturing operations, warehouses, mini-warehouses, office buildings, showrooms, distribution centers, merchandise marts, utility maintenance yards, utility plants, public facilities, hospitals, medical buildings, hotels, convention facilities, restaurants, banks, university and college facilities, hotels, and similar uses. No rock quarrying or ancillary uses are allowed in I. Within the I category, retail and service uses may be integrated within a project (land under unified control) in an amount not to exceed 15 percent of the total floor area. Building height is limited to the width of the public right-of-way fronting the subject property and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Restricted Industrial (RI)* - Areas designated "RI" are parcels where the range of uses and design of facilities are governed by special groundwater protection regulations. This category primarily affects wellfield protection areas designated in Chapter 24 of the Miami-Dade County Code. Building height is limited to no more than four (4) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited

FLORIDA DEPARTMENT OF TRANSPORTATION

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Viewpoint Outdoor LLC
Sign is: existing proposed
County: Miami-Dade Municipality, if applicable: City of Doral
Highway Name & Number: Dolphin Expy / SR 836
Sign location description: 50 South of NW 12th Street / 8900 NW 12th Street
Parcel ID#: 35-3033-014-0020

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: Industrial
Current zoning of parcel (from Land Development Regulations): Industrial

Copies of the applicable pages from the land use documents showing all allowable uses under the designations listed above must be submitted with this application.

Is location within city limits: Yes No If yes, name of city: Doral

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: Nathan Kogon Telephone #: (305) 593-6630

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

[Signature] 11/21/13
Signature of Local Government Official Date

Nathan Kogon, AICP, Planning and Zoning Director
Printed Name and Title

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[Signature] 11/21/13
Signature of Local Government Official Date

Nathan Kogon, AICP, Planning and Zoning Director
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NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

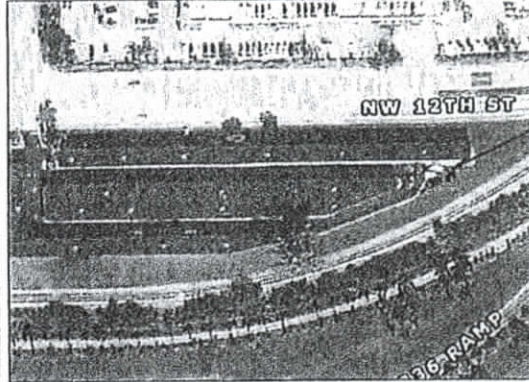
[Handwritten mark]



MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
PROPERTY SEARCH SUMMARY REPORT

Carlos Lopez-Cantera
Property Appraiser

| Property Information: | |
|------------------------|---|
| Folio | 35-3033-014-0020 |
| Property Address | 8900 NW 12 ST |
| Owner Name(s) | EXTRA SPACE PROPERTIES THIRTY NINE LLC |
| Mailing Address | 2785 E COTTONWOOD PKWY #400 SALT LAKE CITY UT 84121 |
| Primary Zone | 7600 INTENSIVE USE |
| Use Code | 4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE |
| Beds/Baths/Half | 2/1/0 |
| Floors | 2 |
| Living Units | 1 |
| Adj. Sq. Footage | 85,505 |
| Lot Size | 108,464 SQFT |
| Year Built | 1987 |
| Full Legal Description | 2ND ADDN TO EXPRESSWAY IND PARK PB 118-25 TR D LOT SIZE 108464 SQ FT OR 10242-0541 0800 1 F/A/U 30-3033-014-0020 |



Aerial Photography 2012

| Assessment Information: | | |
|-------------------------|-------------|-------------|
| Year | 2013 | 2012 |
| Land Value | \$1,952,352 | \$1,952,352 |
| Building Value | \$3,397,648 | \$3,597,648 |
| Market Value | \$5,350,000 | \$5,550,000 |
| Assessed Value | \$5,350,000 | \$5,550,000 |

| Taxable Value Information: | | |
|----------------------------|-----------------------|-----------------------|
| Year | 2013 | 2012 |
| | Exemption/ Taxable | Exemption/ Taxable |
| County | \$0/\$5,350,000 | \$0/\$5,550,000 |
| School Board | \$0/\$5,350,000 | \$0/\$5,550,000 |
| City | \$0/\$5,350,000 | \$0/\$5,550,000 |
| Regional | \$0/\$5,350,000 | \$0/\$5,550,000 |

| Benefits Information: | | | |
|-----------------------|------|------|------|
| Benefit | Type | 2013 | 2012 |
| | | | |

| Sale Information: | | | |
|-------------------|-------------|--------------|---|
| Date | Amount | OR Book-Page | Qualification Code |
| 12/22/2009 | \$0 | 27129-3341 | Corrective, tax or QCD; min consideration |
| 08/01/2000 | \$5,421,900 | 10242-0541 | 2008 and prior year sales; Qual by exam of deed |
| 11/01/1990 | \$0 | 14815-2521 | Qual by exam of deed |
| 11/01/1987 | \$3,824,100 | 13599-1207 | Qual on DOS, but significant phy change since |
| 01/01/1988 | \$913,000 | 12768-0288 | 2008 and prior year sales; Qual by exam of deed |
| 07/01/1981 | \$520,000 | 11201-1414 | 2008 and prior year sales; Qual by exam of deed |

Disclaimer:

The Office of the Property Appraiser and Miami-Dade County are continually editing and updating the tax roll and GIS data to reflect the latest property information and GIS positional accuracy. No warranties, expressed or implied, are provided for data and the positional or thematic accuracy of the data herein, its use, or its interpretation. Although this website is periodically updated, this information may not reflect the data currently on file at Miami-Dade County's systems of record. The Property Appraiser and Miami-Dade County assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any information provided herein. See Miami-Dade County full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>.

Property information inquiries, comments, and suggestions email: pawebmail@miamidade.gov

GIS inquiries, comments, and suggestions email: gis@miamidade.gov

Generated on: Wed Nov 20 2013