

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("Agreement") is made by SANTIAGO D. ECHEMENDIA ("Echemendia") and SDE MEDIA LLC ("SDE Media"), a Florida limited liability company, for the benefit of the CITY OF DORAL ("City").

WITNESSETH:

WHEREAS, on July 8, 2009, the City and Viewpoint Outdoor LLC ("Viewpoint") 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, on January 13, 2014, a Settlement Agreement was entered into between, among others, Echemendia and Harkley R. Thornton ("Thornton") which addresses the disposition and control of the assets, rights and obligations of Viewpoint (the "Viewpoint Settlement Agreement");

WHEREAS, on July 9, 2014, the Mayor and the City Council adopted Resolution No. 14-96 and Resolution No. 14-97 acknowledging the Viewpoint Settlement Agreement, together with the Asset Distribution Chart contained in the Viewpoint Settlement Agreement; and approving the Assignment and Assumption of the divided and assigned assets between Thornton and Echemendia; and

WHEREAS, pursuant to section 17 of the City Settlement Agreement, relating to assignability of the rights and obligations of Viewpoint, the Assignment and Assumption Agreement approved by Resolution 14-96 released Echemendia of all rights and obligations of Echemendia relating to the Viewpoint assets distributed to Thornton (the "Thornton Assets") and established a separate agreement between the City and Viewpoint Outdoor of South Florida, LLC ("VOSF"), the corporate entity which received the Thornton Assets; and

WHEREAS, pursuant to section 17 of the City Settlement Agreement, relating to assignability of the rights and obligations of Viewpoint, the Assignment and Assumption Agreement approved by Resolution 14-97 released Thornton of all rights and obligations of Thornton relating to the Viewpoint assets distributed to Echemendia (the "Echemendia Assets") and established a separate agreement between the City and SDE Media LLC ("SDE"), the corporate entity which received the Echemendia Assets; and

WHEREAS, notwithstanding the Viewpoint Settlement Agreement, there have been ongoing post-settlement disputes and legal proceedings between Thornton and Echemendia; and

WHEREAS, Echemendia and SDE desire to indemnify the City from claims by Thornton and VOSF relating to the Echemendia Assets.

NOW, THEREFORE, in consideration of the City of Doral's adoption of Resolution No. 14-96 and Resolution No. 14-97, acknowledging and approving the assignment and assumption of the Thornton Assets and the Echemendia Assets, respectively, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Echemendia and SDE hereby agree as follows:



1. Indemnity. Echemendia and SDE shall defend, indemnify and hold harmless the City, its officers, agents and employees (collectively, the "Indemnified Party"), from and against any and all loss, cost, expense, damage, claim, cause of action or liability, including (but not limited to) reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings, resulting or arising from or in any way related to any claim made by or cause of action brought against the Indemnified Party by Thornton or VOSF arising out of the City Settlement Agreement, the Viewpoint Settlement Agreement or any legislation adopted by the City that may affect the Echemendia Assets.

2. Defensive Action. Upon asserting a claim for indemnity pursuant to this Indemnification, the Indemnified Party shall furnish Echemendia and SDE with a copy of any demand, inquiry and/or claim received by the Indemnified Party which is covered by the foregoing indemnification within seven (7) business days of receipt thereof. In such event, Echemendia and SDE shall control the defense of the Indemnified Party, and the Indemnified Party shall allow Echemendia and SDE to cause counsel of Echemendia and SDE's choice, reasonably acceptable to the Indemnified Party, to defend the Indemnified Party in connection with any such demand, inquiry or claim and to respond on behalf of the Indemnified Party in connection with any such demand, inquiry or claim, all at the sole cost and expense of Echemendia and SDE; provided that the Indemnified Party in such case may also participate in the defense of such claim, at its own cost, using counsel of its own choosing and further provided that the counsel for Echemendia and SDE shall act as lead counsel in defending the Indemnified Party and shall make all final decisions as to said defense, with consultation from the Indemnified Party's counsel. If the Indemnified Party desires to take over its defense, it shall have the right to do so, but, in such event, Echemendia and SDE's obligations under this Indemnification shall be terminated. Echemendia and SDE shall have the right to settle or compromise the claim, provided that such settlement does not impose any liability or obligation on the Indemnified Party or, if such is not the case, provided that such settlement is approved by the Indemnified Party.


IN WITNESS WHEREOF, this Indemnification Agreement has been executed by Echemendia and SDE as of this 1st day of December, 2014

SANTIAGO D. ECHEMENDIA, who is the sole managing member of SDE Media, LLC a Florida limited liability company, and signator of the January 13, 2014 Viewpoint Settlement Agreement



Date: Dec 1st 2014

SDE MEDIA LLC, a Florida limited liability
company

By: 
Name: Santiago D. Echemendia
Title: Co-managing member
Date: December 1st 2014



RESOLUTION NO. 14 -97

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 SDE MEDIA LLC; ACCEPTING INDEMNIFICATION AGREEMENT; 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, Santiago D. Echemendia (“Echemendia”) is one of the two current principal of Viewpoint, and he is also the sole managing member of SDE Media, LLC, an active Florida limited liability company (“SDE”), the corporate entity which will receive the duly divided and assigned assets of Viewpoint as Echemendia’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 SDE (the "Assignment"), attached hereto as Exhibit "B", which is incorporated herein and made a part hereof by this reference; and

WHEREAS, SDE has represented and continues to represent to the City that SDE 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, Echemendia, individually, and in his capacity as the sole managing member of SDE and on behalf of SDE, has offered the City an Indemnification Agreement, 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 5. 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