

## SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Second Assignment") is entered into this 3<sup>rd</sup> day of January 2022 and effective as of February 1, 2022, 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:

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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 and all rights and privileges of Assignor under the Viewpoint/Settlement Agreement relating to such Assigned Permits and the outdoor advertising locations described on Exhibit "B" attached.

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 prospective obligations of the Assignor under the Viewpoint/City Settlement Agreement and the First Assignment relating to such Assigned Permits.

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

Cheryl E Cook  
Print Name: Cheryl E. Cook

Chris Jeffrey  
Print Name: CHRIS JEFFREY

By: Harkley R. Thornton  
Name: Harkley R. Thornton  
Title: Member  
Date: 1/3/2022

**ASSIGNEE:**

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

Vianca Strother  
Print Name: VIANCA STROTHER

Tiffany Wall  
Print Name: Tiffany Wall

By: Lee C. Cantrow Jr  
Name: Lee C. Cantrow Jr  
Title: EVP  
Date: 1/6/22

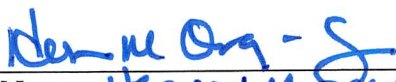
HP

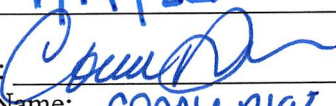
**APPROVAL OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

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 19 day of January, 2022.


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: HEENAN M DELGADO  
Title: City Manager  
Date: 1/19/22

Attest:   
Print Name: CONNIE DIAZ  
Title: City Clerk  
Date: 1/19/2022

Approved as to form and correctness:

  
Print Name: LUIS FLOREZ  
Date: 1/18/22

*Handwritten initials*

**EXHIBIT A**  
**Viewpoint/City Settlement Agreement**

*HST*

**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 <sup>th</sup> Court, Doral
3	Lease, Permit and Structure & Bulletin Contract	For the PSBP North Billboard located at: 2201 NW 79 <sup>th</sup> Avenue, Doral
4	Lease, Permit, Digital and Structure & Bulletin Contract	For the PSBP South Billboard located at: 7801 NW 15 <sup>th</sup> 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.

*HRT*

**EXHIBIT C**  
**First Assignment**

*Handwritten initials*

**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