

**FIRST AMENDMENT TO THE VIEWPOINT SETTLEMENT AGREEMENT  
BETWEEN THE CITY OF DORAL AND SDE MEDIA LLC**

This First Amendment to the Viewpoint Settlement Agreement (the "Settlement Agreement") is made and entered into as of this 9 day of September, 2026, by and between the City of Doral, a Florida municipal corporation, whose address is 8300 N.W. 53rd Street, Suite 100, Doral, Florida 33166 (the "City") and SDE Media LLC, a Florida limited liability corporation ("SDE"), whose mailing address is 260 Crandon Blvd Ste 32 #86, Key Biscayne, FL 33149, (together with the City, the "Parties"), as follows:

**RECITALS**

A. WHEREAS, on July 8, 2009, the City entered into the Settlement Agreement with Viewpoint Outdoor, LLC; and

B. WHEREAS, on July 9, 2014, by Resolution No. 14-97, the City approved the Assignment and Assumption Agreement between Viewpoint Outdoor, LLC and SDE; and

C. WHEREAS, the Settlement Agreement provides that if the City approves additional billboard signs within the City, SDE shall receive a twenty-five percent (25%) reduction in permitting fees previously paid to the City for each additional billboard sign approved, which fees paid to date total in excess of \$600,000; and

D. WHEREAS, the Settlement Agreement also contains a "most favored nation" provision, and the Parties are in doubt as to the application of that provision; and

E. WHEREAS, on January 24, 2024, by Ordinance No. 2023-24 the City approved four (4) additional billboard signs defined in the Ordinance as media wall signs; and

F. WHEREAS, on June 3, 2025, SDE applied for a building permit, Permit No. BDCC-2506-3458, (the SDE Building Permit) for a billboard sign at 3959 NW 79<sup>th</sup> Avenue, Doral Florida (the SDE 83636 Sign) within the gateway corridor of the intersection of Palmetto Expressway and NW 36<sup>th</sup> Street; and

G. WHEREAS, the City approved the structural component of the SDE Building Permit application but denied the zoning component on the basis that the application did not meet the gateway spacing requirements of the Palmetto Expressway and NW 36<sup>th</sup> Street and the restriction of no more than two LED faces within a gateway or facing in the same direction within 2000 feet on the same side of a limited access highway; and

H. WHEREAS, the Parties desire to reach an amicable resolution that addresses the fee reduction reimbursement, the Palmetto Expressway and NW 36<sup>th</sup> Street spacing requirements, and confirms SDE's current vested rights in existing billboard signs; and

I. WHEREAS, the Parties also desire to conform the provisions of the Settlement Agreement relating to Emergency and Public Service Announcements to Sec. 80-314(e)(i) and (ii) of the City Code; and

137  
SDE

J. WHEREAS, SDE is willing to waive the fee reduction reimbursement resulting from the increase of four additional billboard signs established by Ordinance No. 2023-24 in consideration for the spacing adjustment for the SDE Building Permit; and

K. WHEREAS, SDE is also willing to include payment of an annual fee for the SDE 83636 Sign approved by the SDE Building Permit, together with annual fees for certain conversions of existing static signs to LED sign faces, in consideration for the spacing adjustment and the confirmation of SDE's current vested rights in the existing signs.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and SDE hereby agree to this First Amendment to Settlement Agreement as follows:

### AGREEMENT

1. Recitals. The above Recitals are true and correct and are hereby incorporated into and made part of this First Amendment.

2. Reduction of Spacing Requirements for Palmetto Expressway and NW 36<sup>th</sup> Street. Section 2.m. of the Settlement Agreement is amended as follows:

m. Gateway Corridors. No ~~Viewpoint~~ SDE Signs shall be constructed within 500 feet of the following intersections, hereinafter referred to as the Gateway corridors:

- i. Dolphin Expressway & Palmetto Expressway;
- ii. Dolphin Expressway & NW 87<sup>th</sup> Avenue;
- iii. Dolphin Expressway & NW 107<sup>th</sup> Avenue;
- iv. Palmetto Expressway & NW 25<sup>th</sup> Street;
- v. Palmetto Expressway & NW 36<sup>th</sup> Street;
- vi. Palmetto Expressway & NW 58<sup>th</sup> Street;
- vii. The Florida Turnpike & NW 41<sup>st</sup> Street.

SDE may construct the SDE 83636 Sign within 500 feet of the intersection of the Palmetto Expressway and NW 36<sup>th</sup> Street with a one foot setback rather than ten feet.

3. Approval of Building Permit Application. City staff shall issue the building permit for Application No. BDCC-25-06345-8, as the same has been or may be further amended, including without limitation the amendment providing for a fourteen foot (14') by forty-eight foot (48') sign structure (as so amended, the "Application"), within ten (10) business days of the later of (i) the Effective Date or (ii) the date the amended Application is submitted to the City. Issuance shall be conditioned solely upon (a) construction not commencing prior to issuance of the FDOT tag, and (b) the Application meeting all applicable building codes for the construction and maintenance of the Sign. The Parties acknowledge and agree that the amended Application constitutes a continuation of, and not a new or successor application to, Application No. BDCC-25-06345-8, and shall not be subject to any zoning, spacing, land development, or other review or



criteria other than the applicable building codes. The City shall issue the FDOT Local Government Approval form previously submitted by SDE for the SDE Building Permit within five (5) days of the Effective Date of this First Amendment as that term is defined in Paragraph 16 below.

4. Annual Fee for the SDE 83636 Sign. Beginning on the first anniversary of the date of issuance of the SDE Building Permit, SDE will pay the City an annual fee of \$15,000 per 12' x 40' LED Sign Face, adjusted annually or \$20,808 per 14' x 48' LED Sign Face, adjusted annually. As indicated on Exhibit A attached to this First Amendment this annual fee represents a total of \$390,492 over 25 years per each 12' x 40' LED Sign Face and a total of 542,690 over 25 years per each 14' x 48' LED Sign Face.

5. Ratification of Existing Approvals. For avoidance of doubt and to avoid any operational confusion, the approvals of all existing SDE Signs, together with all existing upgrades to LED sign faces, are ratified.

6. Conversions from Static Faces to LED. SDE shall be permitted to convert static faces to LED sign faces on existing and/or relocated SDE Signs. In addition to the SDE 83636 Sign, SDE has SDE Signs at the following locations:

SDE 1002N and 1002S at 5350 NW 77<sup>th</sup> Court, Doral FL  
SDE 2001N and 2001S at 7711 NW 46<sup>th</sup> Street, Doral FL  
SDE 1003N and 1003S at 3050 NW 77<sup>th</sup> Court, Doral FL  
SDE 3413E and 3413W at 8900 NW 12th Street, Doral FL  
SDE TPKN and TPKS at 11600 NW 34<sup>th</sup> Street, Doral FL

SDE has previously converted SDE 2001S, SDE 3413E, SDE 1003N, and SDE TPKS to LED. SDE has a pending application to convert SDE 1002S, SDE 1002N, and SDE TPKN. City staff shall issue the electrical permit for SDE 1002S, SDE 1002N and SDE TPKN within ten (10) days of the Effective Date, subject to all applicable building codes for LED sign faces other than the gateway spacing requirements and LED restrictions addressed in this First Amendment, which are waived.

For the avoidance of doubt, the restrictions in Section 80-308(2) of the City Code adopted after the date of the original settlement agreement, i.e. restricting the number of LED signs within a gateway and requiring a distance separation of 2000 feet between LED signs facing in the same direction on the same side of a limited access highway, do not apply to SDE Signs as provided in Section 6.f. of the Settlement Agreement.

7. Annual Fee for LED Conversions. Beginning on the first anniversary of the date of issuance of the electrical building permit for each LED Conversion, SDE will pay the City an annual fee of \$20,808 per 14' x 48' LED Sign Face, adjusted annually. As indicated on Exhibit A, attached to this First Amendment, this annual fee represents a total of \$541,690 over 25 years per digital face.

8. Landscaping Permit or Relocation. The SDE 2001N and 2001S Sign located at 7711 NW 46<sup>th</sup> Street is continuously obstructed by the gumbo limbo trees adjacent to the sign. The City shall work collaboratively with SDE to obtain a landscaping permit from the permitting agency with jurisdiction that allows sufficient trimming of the trees to remove the obstruction. If the parties determine that a permissible trimming of the trees is not sufficient to remove the

obstruction within 60 days from the date of this First Amendment, SDE shall be allowed to relocate the SDE Sign to an unobstructed location on the same leased parcel.

Similarly, the City will work with SDE, the necessary expressway authorities and/or FDOT to trim or remove and replace the trees obstructing the view of SDE 3413E and SDE 3413W located at West 87<sup>th</sup> Avenue and NW 12 Street.

9. SDE Waiver of Permitting Fee Reduction and Other Claims. In consideration of the City's approvals described in this First Amendment, SDE waives all claims to permit fee reductions to which SDE is otherwise entitled for the four additional signs approved by Ordinance No. 2023-24. The parties acknowledge that this waiver does not apply to any future additional signs approved by the City. Additionally, SDE waives any claims that could have been asserted pursuant to the Settlement Agreement, including deprivation of property rights under the Bert J. Harris Act, detrimental reliance, disparate treatment, equitable estoppel, and denial of equal protection relating to SDE's application for a building permit for the SDE 83636 Sign. This waiver and release is limited to claims relating to the 83636 Sign permit denial and does not include possible future denials or unrelated conduct.

10. Most Favored Nation. For avoidance of doubt, Section 14 is amended as follows:

If the City approves any provision relating to outdoor advertising signs in the City's Sign Code that is more favorable than the provisions of the Settlement Agreement, or if the City reaches a settlement agreement or amended settlement agreement with any other billboard owner, SDE may elect to be governed by all terms, conditions, covenants, and restrictions contained the more favorable provision of the Sign Code or in that settlement agreement or amended settlement agreement. If SDE elects to be so governed, it shall give written notice of its election to the City Attorney or designee within 60 days of SDE's receipt of notification of such provision or agreement. The election shall be effective as of the date of the election and shall not be retroactive. In such event, SDE and the City shall enter into an amendment to this agreement, approval of which shall not be withheld, conditioned or delayed.

11. Emergency and Public Service Announcements. Section 16 of the Settlement Agreement is amended as follows:

Section 16. Emergency and Public Service Announcements.

- a. Emergency Announcements. The City will be permitted to use any of the SDE's LED sign faces within City limits through the State of Florida's Office of Emergency Management (the OEM), upon official activation of the OEM for emergency reasons such as hurricanes, amber alerts, and police or fire emergency situations. Such access shall be subject to any agreements SDE has in place from time to time with the FBI, State of Florida, and the OEM.
- b. SDE will, if space is available on any of its LED sign faces within the City limits, provide public, educational, and government materials display to the

City at no cost to the City. SDE shall be entitled to remove the City's copy as locations are sold to paying advertisers.

12. Indemnification by SDE. SDE shall, at its expense, defend and indemnify the City against any third-party challenges (legal or administrative) arising out of this First Amendment to Settlement Agreement pursuant to Section 23.

13. Construction and Governing Law. This First Amendment to Settlement Agreement was drafted by the parties, and therefore, any ambiguity shall not be construed against any party. In addition, this First Amendment to Settlement Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with, the laws of the State of Florida.

14. Entire Agreement. This First Amendment to Settlement Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and all prior and contemporaneous communications shall be merged herein, provided however, that except as amended by this First Amendment, the terms of the Settlement Agreement remain in full force and effect.

15. Amendments. No change in, or addition to, this First Amendment to Settlement Agreement shall be enforceable unless evidenced by a writing executed by the Parties, after approval by the City Council. Any such enforceable amendment(s) shall become effective on the date stipulated therein.

16. Effective Date. This First Amendment to Settlement Agreement shall become effective as of the date it is approved by the City Council of the City of Doral and signed by SDE (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date written above.

Witness:

SDE MEDIA LLC

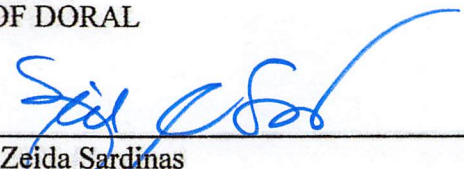
Pedro Foley  
Pedro F  
(Please print or type name.)

By: [Signature]  
Santiago D. Echemendía  
Manager

537  
[Signature]

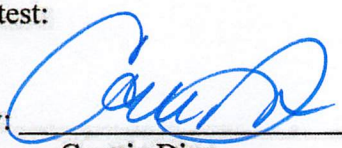
CITY OF DORAL

By: \_\_\_\_\_

  
Zeida Sardinas  
City Manager

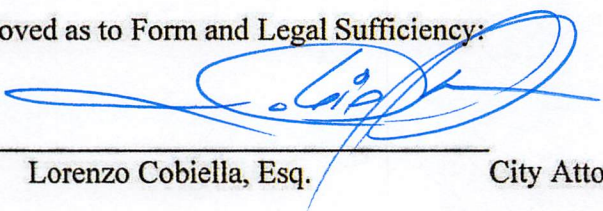
Attest:

By: \_\_\_\_\_

  
Connie Diaz  
City Clerk

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_

  
Lorenzo Cobiella, Esq.

City Attorney

**EXHIBIT "A"**

| <b>Bulletin Size</b> | <b>30x23</b>   | <b>14x48</b>   | <b>12x40</b>   | <b>10.6x36</b> |
|----------------------|----------------|----------------|----------------|----------------|
| Year 1               | 21,500         | 20,808         | 15,000         | 7,500          |
| Year 2               | 22,145         | 21,432         | 15,450         | 7,725          |
| Year 3               | 22,164         | 21,451         | 15,464         | 7,732          |
| Year 4               | 22,184         | 21,470         | 15,477         | 7,739          |
| Year 5               | 22,205         | 21,490         | 15,492         | 7,746          |
| Year 6               | 22,226         | 21,511         | 15,506         | 7,753          |
| Year 7               | 22,248         | 21,532         | 15,522         | 7,761          |
| Year 8               | 22,270         | 21,553         | 15,537         | 7,769          |
| Year 9               | 22,293         | 21,576         | 15,553         | 7,777          |
| Year 10              | 22,317         | 21,599         | 15,570         | 7,785          |
| Year 11              | 22,342         | 21,622         | 15,587         | 7,794          |
| Year 12              | 22,367         | 21,647         | 15,605         | 7,802          |
| Year 13              | 22,393         | 21,672         | 15,623         | 7,811          |
| Year 14              | 22,420         | 21,698         | 15,642         | 7,821          |
| Year 15              | 22,447         | 21,725         | 15,661         | 7,830          |
| Year 16              | 22,476         | 21,752         | 15,681         | 7,840          |
| Year 17              | 22,505         | 21,781         | 15,701         | 7,851          |
| Year 18              | 22,535         | 21,810         | 15,722         | 7,861          |
| Year 19              | 22,566         | 21,840         | 15,744         | 7,872          |
| Year 20              | 22,598         | 21,871         | 15,766         | 7,883          |
| Year 21              | 22,631         | 21,903         | 15,789         | 7,895          |
| Year 22              | 22,665         | 21,935         | 15,813         | 7,906          |
| Year 23              | 22,700         | 21,969         | 15,837         | 7,919          |
| Year 24              | 22,736         | 22,004         | 15,862         | 7,931          |
| Year 25              | 22,773         | 22,040         | 15,888         | 7,944          |
|                      | <u>559,705</u> | <u>541,690</u> | <u>390,492</u> | <u>195,246</u> |

797  
KSK

**RESOLUTION No. 26-181**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING (I) THE FIRST AMENDMENT TO THE VIEWPOINT SETTLEMENT AGREEMENT BETWEEN THE CITY OF DORAL AND SDE MEDIA LLC AND (II) THE FIRST AMENDMENT TO THE VIEWPOINT SETTLEMENT AGREEMENT BETWEEN THE CITY OF DORAL AND LAMAR COMPANY, LLC, EACH RELATING TO GATEWAY SPACING REQUIREMENTS, ANNUAL FEES FOR CERTAIN BILLBOARD SIGNS, RATIFICATION OF EXISTING SIGN APPROVALS, WAIVER OF CERTAIN CLAIMS, THE "MOST FAVORED NATION" PROVISION, AND EMERGENCY AND PUBLIC SERVICE ANNOUNCEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENTS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on July 8, 2009, the City of Doral (the "City") entered into a settlement agreement with Viewpoint Outdoor, LLC (the "Settlement Agreement"); and

**WHEREAS**, on July 9, 2014, pursuant to Resolution No. 14-97, the City Council approved an Assignment and Assumption Agreement transferring Viewpoint Outdoor, LLC's rights and obligations under the Settlement Agreement to SDE Media LLC ("SDE"); and

**WHEREAS**, on July 9, 2014, pursuant to Resolution No. 14-96, the City Council approved an Assignment and Assumption Agreement transferring Viewpoint Outdoor, LLC's rights and obligations under the Settlement Agreement to Viewpoint Outdoor of South Florida, LLC; and

**WHEREAS**, on January 12, 2022, pursuant to Resolution No. 22-02, the City Council approved a Second Assignment and Assumption Agreement transferring Viewpoint Outdoor of South Florida, LLC's rights and obligations under the Settlement Agreement to LAMAR Company, LLC ("LAMAR"); and

**WHEREAS**, the Settlement Agreement provides that, if the City approves additional billboard signs within the City, SDE and LAMAR are each entitled to a twenty-five percent (25%) reduction in permitting fees previously paid to the City for each additional billboard sign approved, which fees paid to date by SDE total in excess of \$600,000; and

**WHEREAS**, the Settlement Agreement also contains a “most favored nation” provision, and the City, SDE, and LAMAR (together, the “Parties”) are in doubt as to the proper application of that provision; and

**WHEREAS**, on January 24, 2024, pursuant to Ordinance No. 2023-24, the City approved four (4) additional billboard signs, defined therein as media wall signs; and

**WHEREAS**, on June 3, 2025, SDE applied for a building permit, Permit No. BDCC-2506-3458 (the “SDE Building Permit”), for a billboard sign located at 3959 NW 79th Avenue, Doral, Florida (the “SDE 83636 Sign”), within the gateway corridor at the intersection of the Palmetto Expressway and NW 36th Street; and

**WHEREAS**, the City approved the structural component of the SDE Building Permit application but denied the zoning component on the basis that the application did not meet the applicable gateway spacing requirements for the Palmetto Expressway and NW 36th Street, and the restriction on the number of LED sign faces within a gateway or facing the same direction within 2,000 feet on the same side of a limited access highway; and

**WHEREAS**, the City and SDE desire to reach an amicable resolution addressing the permitting fee reduction reimbursement, the gateway spacing requirements

applicable to the Palmetto Expressway and NW 36th Street intersection, and confirmation of SDE's vested rights in its existing billboard signs; and

**WHEREAS**, the Parties further desire to conform the provisions of the Settlement Agreement relating to Emergency and Public Service Announcements to Section 80-314(e)(i) and (ii) of the City Code; and

**WHEREAS**, in consideration for the spacing adjustment applicable to the SDE Building Permit, SDE is willing to waive its claim to the permitting fee reduction reimbursement resulting from the four additional billboard signs approved by Ordinance No. 2023-24; and

**WHEREAS**, in further consideration for the spacing adjustment and confirmation of SDE's vested rights in its existing signs, SDE is willing to pay the City an annual fee for the SDE 83636 Sign and for certain conversions of existing static sign faces to LED sign faces, all as more particularly set forth in the First Amendment to the Viewpoint Settlement Agreement attached hereto as Exhibit A (the "First Amendment"); and

**WHEREAS**, LAMAR desires to exercise its rights under the "most favored nation" provision of the Settlement Agreement in light of the City's approval of the First Amendment with SDE, and the City is willing to enter into a corresponding First Amendment to the Viewpoint Settlement Agreement with LAMAR on the terms set forth in this Resolution; and

**WHEREAS**, in consideration for a corresponding spacing adjustment for its billboard signs, LAMAR is willing to waive its claim to the permitting fee reduction reimbursement resulting from the four additional billboard signs approved by Ordinance No. 2023-24; and

**WHEREAS**, in further consideration for the spacing adjustment and confirmation of LAMAR's vested rights in its existing signs, LAMAR is willing to pay the City an annual fee for a new B2B digital sign structure and for certain conversions of existing static sign faces to LED sign faces, all as more particularly set forth in the First Amendment to the Viewpoint Settlement Agreement between the City and LAMAR attached hereto as Exhibit B (the "LAMAR First Amendment," and together with the First Amendment attached hereto as Exhibit A, collectively, the "First Amendments"); and

**WHEREAS**, the City Council has considered the terms of the First Amendments, together with the recommendation of the City Manager and City Attorney, and finds that approval and execution of the First Amendments, and the settlement of the matters described above on the terms set forth therein, serve a valid public purpose and are in the best interest of the health, safety, and welfare of the City and its residents.

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

**Section 1. Recitals Incorporated.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Resolution.

**Section 2. Approval of First Amendments.** The City Council hereby approves the First Amendment to the Viewpoint Settlement Agreement between the City of Doral and SDE Media LLC, , in substantially the same form as attached hereto and incorporated herein as **Exhibit A**, including, without limitation, the amended gateway spacing requirements, the approval of the SDE Building Permit, the annual fees payable for the SDE 83636 Sign and for certain LED sign conversions, the ratification of existing SDE sign approvals, SDE's waiver of the permitting fee reduction reimbursement and certain

other claims, the clarified “most favored nation” provision, and the amended provisions regarding Emergency and Public Service Announcements, all as set forth in the First Amendment. The City Council further approves the First Amendment to the Viewpoint Settlement Agreement between the City of Doral and LAMAR Company, LLC, in substantially the same form as attached hereto and incorporated herein as **Exhibit B** (the “LAMAR First Amendment”), including, without limitation, the amended gateway spacing requirements, the approval of the building permit for the B2B Sign, the annual fees payable for the B2B Sign and for certain LED sign conversions, the ratification of existing LAMAR sign approvals, LAMAR’s waiver of the permitting fee reduction reimbursement, the clarified “most favored nation” provision, and the amended provisions regarding Emergency and Public Service Announcements, all as set forth in the LAMAR First Amendment.

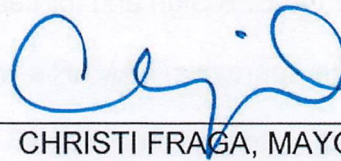
**Section 3. Implementation.** The City Manager, or her designee, is hereby authorized to execute the First Amendment and the LAMAR First Amendment on behalf of the City, in substantially the forms attached as Exhibit A and Exhibit B, respectively, subject to such non-substantive revisions as may be approved by the City Manager and the City Attorney. The City Manager, or her designee, is further authorized to take all actions and execute all documents reasonably necessary to implement and effectuate the terms of the First Amendments and this Resolution, including, but not limited to, the issuance of permits and approvals contemplated by the First Amendments in accordance with, and subject to, the terms and conditions set forth therein.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption by the City Council.

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

|                             |     |
|-----------------------------|-----|
| Mayor Christi Fraga         | Yes |
| Vice Mayor Digna Cabral     | Yes |
| Councilman Rafael Pineyro   | Yes |
| Councilwoman Maureen Porras | Yes |
| Councilwoman Nicole Reinoso | Yes |

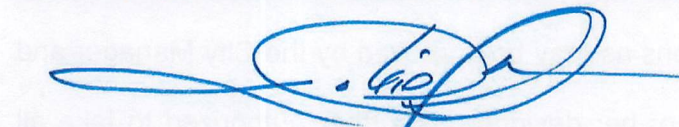
PASSED AND ADOPTED this 9 day of September, 2026.

  
CHRISTI FRAGA, 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:

  
LORENZO COBIELLA  
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC  
CITY ATTORNEY