

Please return this instrument after recording to:
Mario Garcia-Serra, Esq.
Gunster, Yoakley, & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, Florida 33131

**RELEASE OF DECLARATIONS OF RESTRICTIVE COVENANT AND HOLD
HARMLESS & RESTRICTIVE COVENANT ENCROACHMENT AGREEMENT**

WHEREAS, BAPTIST HEALTH SOUTH FLORIDA, INC (the “Owner”) is the fee simple owner of the property located at 4112 Aurora Street, Coral Gables, Florida, which is further described in **Exhibit A** (the “Property”); and

WHEREAS, on November 4, 1987, the Aurora Group Ltd., the then owner of a portion of the Property, entered into that certain Declaration of Restrictive Covenant (the “Declaration 1”) in favor of the City of Coral Gables pertaining to use of said property, which covenant was recorded in the Official Records Book 13476, Page 3245 of the Public Records of Miami-Dade County; and

WHEREAS, pursuant to the Declaration 1, the then owner, declared and agreed that the portion of the Property subject to said Declaration 1 would not be conveyed, mortgaged, or leased in separate parts and would be considered as one tract; and

WHEREAS, on December 14, 1983, Edwin H. Cole, the then owner of a portion of the Property, entered into that certain Declaration of Restrictive Covenant (the “Declaration 2”) in favor of the City of Coral Gables pertaining to the installation of an awning on said property which encroached over the abutting right-of-way, which covenant was recorded in the Official Records Book 12066, Page 1838 of the Public Records of Miami-Dade County; and

WHEREAS, pursuant to the Declaration 2, the then owner, declared and agreed to hold the City of Coral Gables harmless for owner to encroach over the public right-of-way to install and maintain an awning(s); and

WHEREAS, on October 3, 1985, The Aurora Group, Ltd., the then owner of a portion of the Property entered into that certain Declaration of Restrictive Covenant (the “Declaration 3”) in favor of the City of Coral Gables regarding the installation of a grease trap in the abutting right-of-way, which covenant was recorded in the Official Records Book 12670, Page 1223 of the Public Records of Miami-Dade County; and

WHEREAS, pursuant to the Declaration 3, the then owner, declared and agreed to hold the City of Coral Gables harmless for owner to encroach into the public right-of-way to install and maintain a grease trap; and

WHEREAS, on January 24, 1986, The Aurora Group, Ltd., the then owner of a portion of the Property entered into that certain Declaration of Restrictive Covenant (the “Declaration 4”)

in favor of the City of Coral Gables, which covenant was recorded in the Official Records Book 12786, Page 903 of the Public Records of Miami-Dade County; and

WHEREAS, pursuant to the Declaration 4, the then owner, declared and agreed to hold the City of Coral Gables harmless for owner to encroach into the public right-of-way to install and maintain gas tanks; and

WHEREAS, on July 2, 2002, Hing Yu Yeung, the then owner of the Property, entered into that certain Declaration of Restrictive Covenant (the “Declaration 5”) in favor of the City of Coral Gables, which covenant was recorded in the Official Records Book 20575, Page 1753 of the Public Records of Miami-Dade County; and

WHEREAS, pursuant to the Declaration 5, the then owner, declared and agreed to hold the City of Coral Gables harmless for owner to encroach over the public right-of-way to install and maintain an awning(s); and

WHEREAS, on May 9, 2011, the Yeung Property Corp., the then owner of a portion of the Property, entered into that certain Hold Harmless & Restrictive Covenant Encroachment Agreement (the “Encroachment Agreement”) in favor of the City of Coral Gables pertaining to use of said property, which Encroachment Agreement was recorded in the Official Records Book 27853, Page 1707 of the Public Records of Miami-Dade County; and

WHEREAS, pursuant to the Encroachment Agreement, the then owner declared and agreed to hold the City of Coral Gables harmless for owner to encroach on the certain right-of-way, sidewalk, swale, alley or other such right-of-way to install and maintain sign(s); and

WHEREAS, the Owner intends to demolish the existing building on the Property, as well as to subdivide the Property into two parts, retain and redevelop one part, and convey out the other part for redevelopment in conformance with all ordinances of the City; and

WHEREAS, the Owner has requested that the Declaration 1, Declaration 2, Declaration 3, Declaration 4, Declaration 5, and the Encroachment Agreement be canceled and released; and

WHEREAS, the City of Coral Gables (the “City”) is willing to cancel and release Declaration 1, Declaration 2, Declaration 3, Declaration 4, Declaration 5, and the Encroachment Agreement through this Release of Declarations of Restrictive Covenant and Hold Harmless Agreement & Restrictive Covenant Encroachment Agreement (this “Release”) as provided for herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and City hereby agree as follows:

1. That the above recitations are true and correct and incorporated herein in their entirety.
2. The City hereby releases and cancels Declaration 1, Declaration 2, Declaration 3, Declaration 4, Declaration 5, and the Encroachment Agreement described above, as to

any interest whatsoever that the City has or may claim in Declaration 1, Declaration 2, Declaration 3, Declaration 4, Declaration 5, and the Encroachment Agreement.

3. The Owner agrees to demolish the existing building on the Property within ninety (90) days of the vacation of the building by all tenants and no later than six (6) months after the execution of this Release by all necessary parties. An extension of these timeframes may be granted by the City Manager at his discretion.
4. The Owner agrees to provide the City a surety bond, or other form of security deemed acceptable by the City, in the amount of \$ _____, covering the estimated maximum cost of the demolition of the existing building on the Property.
5. In the event that Owner fails to demolish the existing building on the Property within the timeframe provided in Section 3 above, as may be extended by the City Manager, the City is hereby authorized by Owner to enter upon the Property and to demolish the building, with the costs of such demolition being covered by the security instrument provided for in Section 4 above for such purpose.
6. The Owner further agrees to indemnify, defend, and hold harmless the City of Coral Gables, its elected and appointed officials, directors, officers, attorneys, consultants, agents, and employees from and against all claims, damages losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals as well as court and arbitration costs) arising out of or resulting, in whole or part, from the execution of this Release or from any claim or allegation related to my capacity or authority to execute this Release. Moreover, Owner agrees to continue to indemnify and hold the City harmless in connection with the right-of-way encroachments referenced above and that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law afforded to the City of Coral Gables (including its commissioners, directors, officers, attorneys, consultants, agents, and employees);

[SIGNATURE PAGE TO FOLLOW]

In witness whereof the undersigned has caused his/her hand and seal to be affixed hereto on this ____ day of July, 2019.

WITNESS:

BAPTIST HEALTH SOUTH FLORIDA, INC,
a Florida not-for-profit corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing Declaration was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of BAPTIST HEALTH SOUTH FLORIDA, INC, a Florida not for profit corporation who is personally known to me or who produced _____ as identification.

Print or Stamp Name:
Notary Public, State of Florida
My Commission Expires:

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Agreement this _____ day of _____, 2019.

WITNESS:

Print Name: _____

City of Coral Gables, a municipal corporation of the State of Florida

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by _____, the _____ of the City of Coral Gables, this _____ day of _____, 2019 who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida at Large
Print Name: _____
My commission expires: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Miriam Soler Ramos, City Attorney
Cristina M. Suarez, Deputy City Attorney
Stephanie Throckmorton, Assistant City Attorney
Gustavo J. Ceballos, Assistant City Attorney

Exhibit A

Legal Description

Lots 1-21 of Block 3, Revised Plat of Coral Gables Industrial Section, according to the plat thereof, as recorded in Plat Book 28, at Page 22 of the Public Records of Miami-Dade County, Florida