PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**"), dated this ____ day of February, 2019, is by and between **Doctors Hospital, Inc.**, a Florida not-for-profit corporation ("**Purchaser**"), and the **City of Coral Gables**, a municipal corporation existing under the laws of the State of Florida (the "**Seller**" or "**City**"). In consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all of Seller's right, title and interest in and to those certain parcels of real property located at 5151 University Drive, Coral Gables, Florida 33146, and legally described in **Exhibit "A"** attached hereto (such real property, together with all tenements, hereditaments and appurtenances pertaining thereto, including, without limitation, any and all right, title and interest of Seller in and to any existing roads, streets, alleys, rights-of-way and easements located within, adjacent to or benefitting such real property, is referred to herein collectively as the "**Property**").

2. **Deposit**. To secure the performance by Purchaser of its obligations under this Agreement, Purchaser shall deliver to Saxon & Fink, LLP ("the **Escrow Agent**"), the sum of Three Hundred Thousand And 00/100 Dollars ($300,000.00), within three (3) business day of the Effective Date (the "**Deposit**").

3. **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the Property is Three Million and 00/100 Dollars ($3,000,000.00) (the "**Purchase Price**").

4. **Title.** Purchaser, at Purchaser's expense, shall obtain a title insurance commitment (the "**Commitment**"). Subsequent to Closing (as hereinafter defined), Purchaser, at Purchaser's expense, shall have its title agent issue a title insurance policy for the Property. Purchaser, at Purchaser's expense, may obtain a survey of the Property (the "**Survey**") and a municipal lien search (the "**Lien Search**"). Within three (3) business days of Purchaser's receipt of the Commitment, Survey and Lien Search, Purchaser shall deliver the Commitment, Survey and Lien Search to the City for the City to review. Purchaser shall examine the Commitment, the Survey and the Lien Search prior to the expiration of the Inspection Period. If Purchaser finds title to be defective as evidenced by the Commitment, Survey and/or Lien Search, including, without limitation, any violations, or notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued prior to, on or after the date of this Agreement ("**Title Defects**"), Purchaser may, prior to the expiration of the Inspection Period, notify Seller in writing specifying the defect(s) (the "**Title Notice**"). The failure by Purchaser, or Purchaser's attorney, to deliver the Title Notice on or before the expiration of the Inspection Period shall constitute Purchaser's irrevocable acceptance of the Commitment, Survey and Lien Search and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein.

In addition, Purchaser shall have the right to object to any matter(s) first appearing on any updates to the Commitment, Survey and/or Lien Search after the expiration of the Inspection Period and which are not caused by or on behalf of or consented to by Purchaser, by giving written notice thereof to Seller within three (3) business days of receiving notice thereof, and any such matter(s) will be treated as a Title Defects and will be subject to the terms of this Section 4.

Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller within three (3) business days after the date Purchaser receives same.

In the event there exist any Title Defects, Seller shall have a reasonable time to cure such Title Defects in order to deliver fee simple title to Purchaser, provided that in no event shall Seller be required to cure any Title Defects or to bring any lawsuit in order to cure a Title Defect. At Seller's option, the date of Closing may be extended for a period not to exceed ninety (90) days for purposes of allowing Seller to continue to proceed diligently and in good faith in eliminating any Title Defects. In the event that Seller is unable to eliminate any such Title Defects as of the date of Closing, as the same may be extended under the preceding sentence, Purchaser shall have the option of either: (i) Closing and accepting the title "as is," without reduction in the Purchase Price, or (ii) canceling this Agreement in which event the Escrow Agent shall return the Deposit to Purchaser, whereupon both parties shall be released from all further obligations under this Agreement, except those that expressly survive termination hereof.

Notwithstanding anything to the contrary in this Agreement, if Seller elects not to cure any Title Defects or elects to cure a Title Defect but fails to have the Title Defect cured by the date of Closing and Purchaser agrees to Close anyway, Purchaser shall accept title to the Property subject to the Title Defects not cured by Seller.

5. **Permitted Exceptions.** Notwithstanding the terms and provisions of this Agreement, including, but not limited to, Section 4 above, Purchaser and Seller acknowledge that the Property shall, except as provided in the Declaration, as hereinafter defined, be sold, assigned and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, window sills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air conditioners and the like, if any, on, under or above any street or highway, the Property or any adjoining property.

(c) Any state of facts that an accurate survey of the Property would disclose, provided same does not render title unmarketable.

(d) All presently existing and future liens for unpaid real estate taxes, assessments and water and sewer charges that are not due and payable as of the Closing Date (as hereinafter defined), subject to any prorations as provided for in this Agreement.

(e) All covenants, restrictions and rights, if any, and all easements and agreements, if any, for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the Property.

(f) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

(g) Consents by Seller or any former owner for the erection and maintenance of any structures on, under or above any streets or roads on which the Property may abut, provided same do not render title unmarketable.

(h) The terms of the Declaration of Restrictive Covenants recorded June 28, 1994, in Official Records Book 16418, at Page 4052, of the Public Records of Miami-Dade County, Florida (the "**Declaration**").

(i) Such other matters as any reputable title insurer licensed to do business in the State of Florida shall be willing, without special premium, to omit as exceptions to title insurance coverage.

6. **Property Materials**. Within ten (10) business days after the Seller and Purchaser have executed this Agreement, Seller shall provide to Purchaser with copies of any and all appraisals and site plans with respect to the Property (the "**Property Materials**"). Seller's obligations hereunder are limited to those items that Seller has in its possession as of the Effective Date, and Seller shall be under no obligation to expend any monies or resources to conduct new or additional studies or reports.

Purchaser acknowledges and agrees that the Property Materials are being provided to Purchaser for its information only and that Seller makes no representation or warranty with respect to any of the Property Materials, including, without limitation, its accuracy or completeness.

7. **Inspection Period**.

(a) Subject to the terms of this Agreement, Purchaser, at Purchaser's expense, shall have a period of sixty (60) days from the Effective Date (as may be extended the "**Inspection Period**"), to make such physical, legal, zoning, title, survey, land use, environmental, and other examinations, inspections and investigations of the Property, that Purchaser, in Purchaser's sole discretion, may determine to make. Purchaser shall give Seller not less than 72 hours advance written notice of its intent to enter upon the Property for purposes of performing the foregoing inspections and investigations. Notwithstanding the foregoing, Purchaser may not perform any invasive testing of the Property without obtaining the prior written consent of Seller, which Seller may withhold in its sole and absolute discretion. After completing its inspection of the Property, Purchaser shall, at its sole cost and expense, repair any damage it has caused to the Property as a result of such inspections and investigations. All inspections shall be conducted during normal business hours with prior written notice to Seller as provided herein, and Seller shall have the right to have one of Seller's representatives present at any on-site inspections. All inspections of the Property shall be conducted in such a manner as to avoid any interference with any business operations on the Property. Purchaser agrees not to contact any employees of Seller without the permission of Seller.

(b) Purchaser shall have the right to terminate this Agreement, for any reason or no reason, by giving written notice to Seller (the "**Termination Notice**"), pursuant to the notice

provisions set forth in Section 16 hereof, before 4:00 p.m. (Eastern Time) on or before the date on which the Inspection Period, shall expire ("**Inspection Period Expiration Date**"), whereupon (i) this Agreement shall be terminated, the parties hereto shall have no further obligations to or recourse against each other (except for any provisions of this Agreement which expressly survive the termination of this Agreement), (ii) the Deposit shall be returned to Purchaser, and (iii) Purchaser shall promptly return and/or deliver to Seller all due diligence materials delivered by Seller and/or third party reports obtained by Purchaser in accordance with the terms and conditions hereof. If Purchaser does not deliver the Termination Notice prior to 4:00 p.m. (Eastern Time) on the Inspection Period Expiration Date, then (i) Purchaser shall be deemed to have waived the foregoing termination right and elected to proceed to the Closing, (ii) this Agreement shall remain in full force and effect in accordance with its terms, and (iii) the Deposit shall be deemed non-refundable to Purchaser unless otherwise provided for by the terms and conditions of this Agreement.

(c) Purchaser agrees to indemnify and hold harmless Seller and Seller's commissioners, officers, directors, partners, principals, members, employees, agents, contractors, attorneys, accountants, consultants and any successors or assigns of the foregoing, (collectively the "**Indemnified Parties**") from and against any and all costs, damages, liens or expenses (including, but not limited to, reasonable attorneys' fees) incurred by any of the Indemnified Parties, that derives from Purchaser's and/or its representatives' access to, or inspection of the Property, or any tests, inspections or other due diligence conducted pursuant to this Agreement. Additionally, the right of third parties to enter the Property on behalf of the Purchaser to assist with due diligence (e.g., surveyors, environmental inspectors, contractors) shall be subject to Purchaser's prior delivery to Seller of an insurance binder, certificate or other documentation reasonably satisfactory to Seller, evidencing the fact that said third party has liability insurance coverage (an ACORD form certificate of insurance issued by or on behalf of an insurance company authorized to do business in the State of Florida) for the Property, naming Seller as an additional insured, in an amount reasonably acceptable to Seller.

(d) The provisions of this Section 7 shall survive the Closing or earlier termination of this Agreement.

8. **As-Is Agreement**. Subject to Section 7 of this Agreement, Purchaser acknowledges that Purchaser has made thorough inspections and investigations of the Property and Purchaser agrees to take title to the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Purchase Price.

As of the expiration of the Inspection Period, Purchaser shall have undertaken all such investigations of the Property as Purchaser deemed necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and based upon same, Purchaser will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers.

Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Purchaser specifically confirms and acknowledges that in

entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements or other information pertaining to the Property furnished by Seller, any broker, any agent, employee or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

Except as expressly set forth in this Agreement, Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. Notwithstanding anything to the contrary herein, the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

The provisions of this Section 8 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

9. **Declaration of Covenants And Restrictions**.

Upon Closing Seller and Purchaser shall execute and record a Declaration of Covenants And Restrictions in the form of **Exhibit "F"** attached hereto (the "**Declaration**").

10. **Seller's Representations/Covenants.**

(a) Seller represents and warrants to Purchaser as follows:

(i) Seller has the full right, power and authority to enter into this Agreement and to sell and convey the Property to Purchaser as provided herein and to carry out its obligations hereunder.

(ii) The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary persons and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Seller in accordance with its terms.

(iii) Seller is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Purchaser an affidavit to such effect.

(iv) Seller is vested with, and has good and valid, title to the Property.

As of the Closing, all of Seller's representations and warranties shall be true and correct in all material respects, except as otherwise disclosed by Seller to Purchaser.

(b) Covenants. Seller covenants that:

(i) From and after the Effective Date through Closing or earlier termination of this Agreement, Seller shall continue to operate and manage the Property in a manner consistent with its operation and management prior to the Effective Date.

(ii) From and after the Effective Date, no portion of the Property or any interest therein shall be encumbered, conveyed or otherwise transferred, nor shall Seller allow any new condition to persist or arise which may result in a lien against the Property.

11. **Default Provisions.** In the event of a default by Purchaser under this Agreement, Seller shall receive the Deposit, as agreed and liquidated damages for said breach, and as Seller's sole and exclusive remedy for default of Purchaser, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement, except those that expressly survive termination hereof. Purchaser and Seller acknowledge and agree that actual damages are difficult or impossible to ascertain and that the amount of such Deposit is a fair and reasonable estimation of the damages of Seller. In the event of a default by Seller under this Agreement, Purchaser shall have the right, as sole and exclusive remedy for default of Seller, to receive the return of the Deposit, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement, except those that expressly survive termination hereof.

12. **Prorations.** Real estate taxes, personal property taxes, prepaid expenses, and all other fees and items of income and expense with respect to the Property shall be prorated as of 11:59 p.m. of the date immediately preceding the Closing. In the event the taxes for the year of Closing are unknown, the tax proration will be based upon the taxes for the prior year (with maximum discount) and at the request of either party, the taxes for the year of Closing shall be re-prorated and adjusted when the tax bill for such year is received and the actual amount of taxes is known.

The provisions of this Section 12 shall survive the Closing for a period of six (6) months.

13. **Closing Costs.** The parties Purchaser shall be responsible for payment of the following closing costs:

I. Seller shall be responsible for:

(a) The cost of recording any documents necessary to cure Title Defects; and

(b) Seller's legal fees and costs.

II. Purchaser shall be responsible for:

(a) The recording fees for the Deed (as hereinafter defined);

(b) Any and all costs and expenses of inspections and feasibility studies and reports incident to Purchaser's inspections;

(c) The cost of the Survey obtained by Purchaser;

(d) The cost of the preparation of the Commitment and the premium for the owner's title insurance policy together with any endorsements to be issued from the Commitment;

(e) The cost of the municipal lien search obtained by Purchaser;

(f) Purchaser's legal fees and costs; and

(g) Documentary stamp taxes on the Deed and the Miami-Dade County Surtax. Florida municipal corporations are exempt from documentary stamp taxes. If one party to a transaction is exempt from documentary stamp taxes, the nonexempt party is required to pay the tax.

14. **Closing.** Subject to other provisions of this Agreement for extension, the closing of the transactions contemplated hereunder (the "**Closing**") shall occur on that day that is thirty (30) days after the expiration of the Inspection Period (including any extensions thereof) (the "**Closing Date**"). The Closing may take place through a so-called "Mail-Away" closing, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to the Escrow Agent and available on the date of the Closing, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

At or prior to Closing, Seller shall deliver to the Escrow Agent all of the following instruments, each of which shall have been duly executed and, where applicable, acknowledged and/or sworn, on behalf of Seller, and shall be dated to be effective as of the Closing Date:

(i) A Special Warranty Deed (the "**Deed**"), in the form of **Exhibit "B"** attached hereto (the "**Deed**");

(ii) A "gap" affidavit, to delete the gap title exception, and mechanic's lien affidavit sufficient in form and content to delete standard title exceptions, in the form or **Exhibit "C"** attached hereto (the "**Title Affidavit**");

(iii) An affidavit of non-foreign status in the form of **Exhibit "D"** attached hereto (the "**FIRPTA Affidavit**");

(iv) A general assignment of all general intangible rights and permits of Seller included in the Property, in the form of **Exhibit "E"** attached hereto (the "**Assignment of Rights**");

(v) The Declaration;

(vi) Six copies of the Closing Statement; and

(vii) Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the transaction and to carry out the intent and purposes of this Agreement.

At or prior to Closing, Purchaser shall deliver to the Escrow Agent all of the following instruments, each of which shall have been duly executed and, where applicable, acknowledged and/or sworn, on behalf of Purchaser, and shall be dated to be effective as of the Closing Date:

(i) The Declaration;

(ii) Six copies of the Closing Statement; and

(ii) Such additional assignments, instruments and documents appropriate to be executed and delivered by Purchaser as may be reasonably necessary to complete the transaction and to carry out the intent and purposes of this Agreement.

15. **Existing Lease.** Upon closing of the purchase and sale of the Property as contemplated in this Agreement the existing lease of the Property between Seller and Buyer shall be deemed to be terminated.

16. **Escrow Agent.** The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. To the extent permitted by applicable law, the parties hereby indemnify, save, defend, keep and hold harmless the Escrow Agent from any and all loss, damage, cost, charge, liability, cost of litigation, or other expense, including without limitation reasonable attorneys' fees and court costs, arising out of its obligations and duties under this Agreement, including, but not limited to, (i) disputes arising or concerning amounts of money to be paid, (ii) funds available for such payments, (iii) persons to whom payments should be made, or (iv) any delay in the electronic wire transfer of funds, as Escrow Agent, unless Escrow Agent's actions constitute gross negligence or willful misconduct. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all obligations hereunder. Further, the parties shall be jointly and severally liable to Escrow Agent for payment of its reasonable expenses in carrying out the duties set forth herein. In no event shall the Escrow Agent be required to expend its own funds for any out of pocket costs, but may give notice of such cost, without being required to do so, to the parties and decline to proceed unless and until such costs have been paid or advanced. The Escrow Agent shall not be liable for any failure of the depository.

17. **Notices.** All notices, demands, requests and other communications hereunder will be in writing and will be deemed to have been given (i) on the same business day if delivered personally, (ii) three (3) business days following mailing by registered or certified mail, return receipt requested, postage pre-paid, (iii) on the date sent if transmitted via email with printed confirmation of transmittal, or (iv) on the following business day if delivered by Federal Express or other similar reputable national overnight delivery service, to either party at its

address set forth below. Any notice given by a party to the other party relating to its entitlement to any portion of the Deposit shall be simultaneously given to the Escrow Agent. Notice given by an attorney of a party hereto shall be deemed to be given by such party.

Seller: City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134
Attn: Leonard Roberts
Phone: 305-460-5314
E-mail: lroberts@coralgables.com

copy to: Holland & Knight, LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131
Attn: Vivian de las Cuevas-Diaz, Esq.
Email: Vivian.Cuevas@hklaw.com
Fax Number: (305) 789-7799

Purchaser: Doctors Hospital, Inc.
6855 Red Road, Suite 600
Coral Gables, Florida 33143
Attn: Kathleen S. Moorman, VP
E-mail: kathleenmo@baptisthealth.net
Phone: (786) 662-7387

copy to: Saxon & Fink, LLP
2121 Ponce De Leon Blvd., Suite 740
Coral Gables, Florida 33134
Attention: Kyle R. Saxon, Esq.
Email: kylesaxon@saxonfink.com
Phone: (305) 371-9575

18. **Risk of Loss/Condemnation**. In the event that the Property or any portion thereof is taken by eminent domain prior to Closing, Purchaser shall have the option of either: (i) canceling this Agreement and receiving a refund of the Deposit, whereupon both parties shall be relieved of all further obligations under this Agreement, except those that expressly survive termination hereof; or (ii) proceed with Closing without reduction of the Purchase Price, and Purchaser shall be entitled to all condemnation awards and settlements, if any, with respect to the Property.

19. **Brokerage**. Seller and Purchaser represent and warrant to each other that neither Seller nor Purchaser has engaged or employed any broker, agent, finder or other similar party with respect to the sale of the Property, and agree to hold each other harmless from any claims arising therefrom.

20. **Miscellaneous**.

(a) **Governing Law; Venue**. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

(b) **Partial Invalidity**. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) **Assignment**. Purchaser may not assign this Agreement without the prior written consent of Seller, which consent may be withheld by Seller in Seller's sole discretion.

(d) **Attorneys' Fees**. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

(e) **Effective Date**. The term "**Effective Date**," as used herein, shall mean the later of the dates on which this Agreement is fully executed by Seller or Purchaser and a fully executed counterpart is delivered to both parties.

(f) **Time**. Except as otherwise expressly set forth herein, time periods shall be calculated using calendar days. In the event that any time period herein shall end on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the end of the next day which is not a Saturday, Sunday, or legal holiday.

(g) **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(h) **Counterparts**. This Agreement may be executed in several counterparts or in counterpart signature pages, and all so executed shall constitute one Agreement, notwithstanding that all of the undersigned are not signatories to the original or the same counterpart or counterpart signature page. A facsimile or .pdf of a signature to the Agreement shall be deemed and treated for all purposes of execution to be as valid as an original signature thereto.

(i) **Force Majeure**. In the event that the performance by either party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute, or similar matter beyond the control of such party, without such party's fault or negligence, then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline

for completion of such obligation shall be extended by a like number of days. An extension of the obligations hereunder shall include, without limitation, an extension of the Closing Date until such time as the parties are able to perform their respective obligations hereunder. Further, the foregoing shall apply to Purchaser's failure to obtain insurance for the Property or Seller's inability to maintain current insurance at the Property due to the Property being located within the projected path of a hurricane (also known as "the cone" of the hurricane), in which event the Closing shall occur no earlier than ten (10) days after the Property is no longer located within the projected path of a hurricane

(j) **Time is of the Essence**. Time is of the essence with respect to each and every provision of this Agreement.

(k) **Waiver of Trial by Jury**. SELLER AND PURCHASER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER AND PURCHASER ENTERING INTO THE SUBJECT TRANSACTION.

(l) **Amendment**. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Seller and Purchaser.

(m) **Recording**. Neither this Agreement nor any portion thereof nor memorandum relating hereto shall be placed of record by any party to this Agreement.

(n) **Section Headings**. The section headings of this Agreement are for the purposes of reference only and shall not be used for limiting or interpreting the meaning of any section.

(o) **Sovereign or Governmental Immunity**. Seller and Purchaser acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against Seller other than claims arising out of this Agreement. Specifically, Purchaser acknowledges that it cannot and will not assert any claims against Seller, unless the claim is based upon a breach by Seller of this Agreement. Furthermore, Purchaser understands that it has no right and will not make any claims based upon any of the following: (i) claims based upon any alleged breach by Seller of warranties or representations not specifically set forth in this Agreement; (ii) claims based upon negligence or any tort arising out of this Agreement; (iii) claims upon alleged acts or inaction by Seller, its elected officials, attorneys, administrators, consultants, agents, or any Seller employee; or (iv) claims based upon an alleged waiver of any of the terms of this Agreement. Nothing in this Agreement is intended to

operate as a waiver of Seller's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

(p) **Limitation of Liability**. The Indemnified Parties shall have no personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, theretofore or hereafter.

(q) **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

(r) **No Waivers.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

(s) This Agreement is contingent upon the approval of the Board of Trustees of Purchaser approving the purchase of the Property from the Seller in accordance with the terms hereof and the City Commission of the City of Coral Gables approving the sale of the Property to the Purchaser in accordance with the terms hereof. If such approvals are not obtained by _____, 2019, this Agreement shall be deemed to be terminated and the Deposit shall be returned to Purchaser.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the date set forth below each signature in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

SELLER:

CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

By:_____
Name: Peter Iglesias
Title: City Manager
Date: _____

Approved for Form and Legal Sufficiency:

By: _____
Name: Miriam Soler Ramos
Title: City Attorney

Date: _____2019

Attestation of Signatures:

By: _____
Name: Billy Y. Urquia
Title: City Clerk

Date: _____2019

[ADDITIONAL SIGNATURES TO FOLLOW]

EXECUTED as of the date set forth below each signature in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

PURCHASER:

DOCTORS HOSPITAL, INC., a Florida not-for-profit corporation

By:_____
Nelson Lazo, CEO

Date: February 11 2019

LIST OF EXHIBITS

Exhibit "A"	Legal Description of the Real Property
Exhibit "B"	Form of Special Warranty Deed
Exhibit "C"	Form of Title Affidavit
Exhibit "D"	Form of FIRPTA Affidavit
Exhibit "E"	Form of Assignment of Rights and Permits
Exhibit "F"	Form of Declaration of Covenants and Restrictions

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

All of lots 19A and 20, Block 56 of "Revised Plat of Coral Gables Riviera Section Part 4", as recorded in Plat Book 25 at Page 47 of the Pubic Records of Miami-Dade County, Florida and a portion of the undug Waterway lying adjacent thereto, all more particularly described as follows:

Begin at the Northwest corner of said Lot 20; thence run S78°23'28"E along the North line of said Lot 20 for a distance of 75.00 feet to the East line of said Lot 20 and the West line of said Waterway; thence run Southwesterly S30°36'49"W along the said Waterway for approximately 47.58 feet to a point on the arc of a circular curve, concave to the West, having a radius of 2043.91 feet; said point bearing S77°07'48"E from the center of said curve; thence run Southerly along the arc of said curve, through a central angle of 2°50'16" for an arc distance of 101.23 feet, to the Point of Common curvature with a circular curve concave to the Northwest, having a radius of 1764.13 feet; thence Southwesterly along the arc of said curve, through a central angle of 15°41'04", for an arc distance of 482.92 feet to a point on a radial line; thence run N58°36'28"W along said radial line for a distance of 60.00 feet to a point on the Easterly Right of Way line of University Drive and to a point on the arc of a circular curve, concave to the Northwest, having a radius of 1704.13 feet; said point bearing S58°36'28"E from the center; thence run Northeasterly along the Easterly Right of Way line of University Drive and the arc of said curve through a central angle of 15°41'04" for an arc distance of 466.50 feet to the point of common curvature with a circular curve concave to the West, having a radius of 1983.91 feet; thence Northerly along the Easterly Right of Way line of University Drive and the arc of said curve, through a central angle of 4°5'56" for an arc distance of 141.93 feet to the Northwest corner of said Lot 20 and the Point of Beginning.

And

A portion of the University Drive Right of Way as shown on the Plat of "Revised Plat of Coral Gables Riviera Section Part 4", as recorded in Plat Book 25 at Page 47 of the Pubic Records of Miami-Dade County, more particularly described as follows:

Begin at the Northwest corner of said Lot 20; thence run N78°23'28"W for a distance of 18.40 feet; thence run S10°52'12"W for a distance of 44.22 feet; thence run S78°36'54"E for a distance of 9.33 feet; thence run S12°21'14"W for a distance of 97.29 feet; thence run S16°39'05"W for a distance of 97.51 feet; thence run S19°37'40"W for a distance of 53.52 feet; thence run S23°03'40"W for a distance of 51.22 feet; thence run S25°53'39"W for a distance of 36.11 feet; thence run S27°43'56"W for a distance of 61.74 feet; thence run S29°10'01"W for a distance of 30.37 feet; thence run S30°20'48"W for a distance of 58.78 feet; thence run N59°50'39"W for a distance of 8.84 feet; thence run S28°50'29"W for a distance of 70.93 feet; thence run S58°36'28"E for a distance of 20.68 feet to a point on the Easterly Right of Way line of University Drive and to a point on the arc of a circular curve, concave to the Northwest,

having a radius of 1704.13 feet; said point bearing S58°36'28"E from the center; thence run Northeasterly along the Easterly Right of Way line of University Drive and the arc of said curve through a central angle of 15°41'04" for an arc distance of 466.50 feet to the point of common curvature with a circular curve concave to the West, having a radius of 1983.91 feet; thence Northerly along the Easterly Right of Way line of University Drive and the arc of said curve, through a central angle of 4°5'56" for an arc distance of 141.93 feet to the Northwest corner of said Lot 20 and the Point of Beginning.

EXHIBIT "B"
SPECIAL WARRANTY DEED

Property Appraiser's
Parcel Identification Nos. _____

This instrument was prepared by:
Kyle R. Saxon, Esq.
Saxon & Fink, LLP
2121 Ponce De Leon Blvd., Suite 740
Coral Gables, Florida 33134

Consideration: $3,000,000.00.
Single Family Residence: ___Yes; __X_ No.
Doc. Stamp Taxes: $_____.
Surtax: $_____.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the _____ day of _____, 2019, by the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida, whose address is 405 Biltmore Way, Coral Gables, Florida 33143 (hereinafter called "Grantor") to **DOCTORS HOSPITAL, INC.**, a Florida not-for-profit corporation, whose post office address is 6855 Red Road, Suite 600, Coral Gables, Florida 33143 (hereinafter called "Grantee"):

Witnesseth that Grantor, for and in consideration of the sum of Ten and no/100ths Dollars ($10.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto Grantee, all of those certain lands situate in Miami-Dade County, Florida, as is further described in **Exhibit "A"** attached hereto and by this reference incorporated herein (the "Real Property");

Subject to:

1. Taxes for 2019 and subsequent years.
2. Applicable zoning ordinances.
3. Conditions, limitations, restrictions, and easements of record, provided, however that this shall not serve to re-impose same.

TOGETHER, with air rights on, over and above the Real Property and all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Real Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Real Property, and hereby warrants the title to the Real Property and will defend the same

against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

_____
Name:_____

CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

_____
Name:_____

By:_____
Peter Iglesias, City Manager

Attest:

_____
Billy Y. Urquia, City Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **Peter Iglesias**, as City Manager and **Billy Y. Urquia**, as City Clerk, of the **CITY OF CORAL GABLES**, a Florida municipal corporation existing under the laws of the State of Florida. They are personally known to me or have produced _____ as identification and did not take an oath.

_____
Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF THE REAL PROPERTY

EXHIBIT "C"
LIEN, GAP
AND POSSESSION AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared _____ (the "Affiant"), in his/her capacity as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida (the "City"), who, upon being by me first duly sworn, deposes and says as follows:

1. That the City owns the real property located in Miami-Dade County, Florida, described in **Exhibit "A"** attached hereto (the "Real Property")

2. This Affidavit is given so that title to the Real Property may be insured without any exceptions for the title search "gap", construction liens or possession.

3. The City has constructive or actual possession of the Real Property, and there are no other persons or entities in possession of the Real Property or who claim to have possessory rights to the Real Property other than Doctors Hospital, Inc., pursuant to a lease for use of the Real Property for parking.

4. To Affiant's knowledge, there are no construction liens against the Real Property, no claims for labor or materials furnished for improving the same remaining unpaid to date, and no work has been done or materials furnished within the ninety (90) days prior to the date hereto, bills for which remain unpaid.

5. To Affiant's knowledge, the Real Property is unencumbered by the lien of any judgment or writ of attachment.

6. To Affiant's knowledge, the City has received no notice of actual or proposed back assessments from the tax appraiser's office of bills for back taxes from the tax assessor's office since the issuance of the 2019 property tax bills for the Real Property.

7. The City has not executed any agreement for sale affecting the Real Property which is currently effective, other than the agreement with Doctors Hospital, Inc. (the "Buyer").

8. To the City's knowledge, There are no matters pending against the City or the Real Property that have resulted in a lien that attached to the Real Property, and there are no matters pending against the City or the Real Property that could give rise to a lien that would attach to the Real Property between the effective date of Chicago Title Insurance Company Commitment under Order No. _____, having an effective date and time of _____ _____, 2019, at _____ am/pm (the "Commitment"), and the Closing Date, and the City will not execute any instrument or take any actions that would adversely affect the title or interest to be insured through the recording of the instruments to be insured thereunder.

9. This affidavit is made and given for the purpose of inducing Saxon & Fink, LLP, as agent for Chicago Title Insurance Company, to issue an owner's title insurance policy in connection with this transaction and to authorize the Escrow Agent to disburse funds in reliance on the Commitment.

_____

Peter Iglesias, as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO and subscribed before me this ____ day of _____, 2019, by **Peter Iglesias**, as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida. He is personally known to me or produced _____ as identification and did take an oath.

_____

Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "D"
FIRPTA AFFIDAVIT

EXHIBIT "E"
ASSIGNMENT OF RIGHTS AND PERMITS

THIS ASSIGNMENT OF RIGHTS AND PERMITS (the "Assignment") is made and entered into this _____ day of _____, 2019, by and between **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida, whose address is405 Biltmore Way, Coral Gables, Florida 33143 (hereinafter referred to as "Assignor"), and **DOCTORS HOSPITAL, INC.**, a Florida not-for-profit corporation, whose address is 5000 University Drive, Coral Gables, Florida 33146 (hereinafter referred to as "Assignee").

WITNESSETH THAT:

WHEREAS, Assignor has sold to Assignee those certain parcels of improved real property (the "Real Property") located in Miami-Dade County, Florida, which are more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference, and

WHEREAS, as part of the sale of the Real Property to Assignee, Assignor agreed to assign to Assignee all of Assignor's right title and interest in and to certain intangible personal property as hereinafter defined (the "Intangible Property"), to the extent such Intangible Property exists,

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals: The parties agree that the foregoing recitals are true and correct and by this reference are incorporated herein.

2. Assignment: As of the date of this Assignment, Assignor hereby assigns, transfers and sets over to Assignee and Assignee's successors and assigns, all of Assignor's right, title and interest in and to the following Intangible Property, to the extent such Intangible Property exists: (a) all site plans, specifications, drawings and sketches pertaining to the Real Property; and (b) all permits, licenses, approvals, rights, entitlements and agreements.

3. Miscellaneous: This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles.

(Signature is on the next page)

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the day and year first above written.

_____

Peter Iglesias, as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO and subscribed before me this ____ day of _____, 2019, by **Peter Iglesias**, as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida. He is personally known to me or produced _____ as identification and did take an oath.

_____

Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF THE REAL PROPERTY

EXHIBIT "F"
DECLARATION OF COVENANTS AND RESTRICTIONS

This instrument was prepared by:
Name: Kyle R. Saxon, Esq.
Address: Saxon & Fink, LLP
2121 Ponce De Leon Blvd., Suite 740
Coral Gables, Florida 33134

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made and entered into as of the _____ day of _____, 2019, by and between the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "**City of Coral Gables**"), and **DOCTORS HOSPITAL, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "**DH**").

WITNESSETH THAT:

WHEREAS, the City of Coral Gables has sold to DH those parcels of real property described in **Exhibit "A"** attached hereto and by this reference incorporated herein (the "Real Property"), and

WHEREAS, a condition of the City of Coral Gables selling the Real Property to DH is the requirement that the Real Property be utilized only for parking, as further provided herein, and

WHEREAS, a condition of DH purchasing the Real Property from the City of Coral Gables is the agreement of the City of Coral Gables that a parking structure of not more than two levels can be constructed on the Real Property, as further provided herein,

NOW, THEREFORE, in consideration of the City of Coral Gables selling the Real Property to DH and of DH purchasing the Real Property from the City of Coral Gables, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Coral Gables and DH do hereby agree to the following terms and conditions:

1. The foregoing recitals are true, correct and are incorporated herein by this reference as if set forth in their entirety.

2. Until such time as this Declaration is amended or terminated, the Real Property shall only be utilized for the parking of motor vehicles.

3. DH shall, at its expense, maintain any landscaping located within property owned by the City of Coral Gables that is located between the Real Property and University Drive in Coral Gables, Florida and the common areas adjacent to the Real Property, in a manner acceptable to the City of Coral Gables and in accordance with City of Coral Gables rules and regulations.

4. DH shall permit the City of Coral Gables and its agents or contractors to have access to the portion of the Real Property located along the existing canal for the purposes of maintenance, life safety issues, water testing and such other purposes as may be appropriate, so long as such access shall not unreasonably interfere with the use of the Real Property for parking.

5. The rights, limitations, covenants and restrictions, contained in this Declaration shall be for the benefit of the City of Coral Gables and the present and future owner of the Real Property.

6. This Declaration shall constitute a covenant running with the land and shall be recorded in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding on the City of Coral Gables and the owner of the Real Property and their successors and assigns, until such time as this Declaration is amended or terminated.

7. This Declaration and the rights, limitations, covenants and restrictions contained herein are to run with the land and shall be binding on the City of Coral Gables and the owner of the Real Property and all parties and persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded in the Public Records of Miami-Dade County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated as provided herein.

8. This Declaration may only be amended or terminated by written agreement executed by the City of Coral Gables and the then owner of the Real Property and recorded in the Public Records of Miami-Dade County, Florida.

9. This Declaration may be enforced by the City of Coral Gables and by the owner of the Real Property, by action at law or equity against any party violating, or attempting to violate, any of the provisions contained herein or to enforce the provisions contained herein. The prevailing party in any such action shall be entitled to recover its reasonable costs and attorneys' fees in connection with such action.

10. The invalidation of any one of the rights, limitations, covenants or restrictions contained herein shall not affect or invalidate any of the remaining rights, limitations, covenants and restrictions, which shall remain in full force and effect.

11. Each party represents and warrants to the other (i) that the execution and delivery of this Declaration has been fully authorized by all necessary actions, and (ii) that the persons signing this Declaration have the requisite authority to do so and the authority and power to bind the entity on whose behalf they have signed.

12. This Declaration constitutes the entire agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior or contemporaneous contracts, promises, representations, warranties and statements, whether written or oral, with respect to such matters.

13. This Declaration shall not restrict DH or any subsequent owner of the Real Property from assigning, selling or conveying its interest in the Real Property, or from pledging or mortgaging the Real Property as security for a loan or other indebtedness, provided, however, that any such mortgage or security interest encumbering the Real Property shall be subordinate and subject in all respects to this Declaration, and any person foreclosing on any such mortgage or security interest, or acquiring title by reason of deed in lieu of foreclosure, shall acquire title to the Real Property encumbered by the mortgage or security interest subject to all of the terms of this Declaration.

14. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Real Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

15. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for any action arising out of, or in any way connected with this Agreement, shall be Miami-Dade County Circuit Court, Miami-Dade County, Florida.

16. The remedies of the parties provided for herein shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the party for whose benefit such remedy is provided, and may be exercised as often as occasion therefor shall arise.

17. The preparation of this Declaration has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

(Signatures are on the next page)

IN WITNESS WHEREOF, the City of Coral Gables and DH have executed this Declaration as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

_____
Name:_____

_____
Name:_____

By:_____
Peter Iglesias, City Manager

Attest:

_____
Billy Y. Urquia, City Clerk

DOCTORS HOSPITAL, INC., a Florida not-for-profit corporation

_____
Name:_____

_____
Name:_____

By:_____
NELSON LAZO, Chief Executive Officer

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by **Peter Iglesias**, as City Manager and **Billy Y. Urquia**, as City Clerk, of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida. They are personally known to me or have produced _____ as identification and who did not take an oath.

_____
Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by **NELSON LAZO**, as Chief Executive Officer of **DOCTORS HOSPITAL, INC.**, a Florida not-for-profit corporation. He is personally known to me or has produced _____ as identification and who did not take an oath.

_____
Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF THE REAL PROPERTY