

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2019-218

A RESOLUTION OF THE CITY COMMISSION TO ALLOW RELEASE OF RESTRICTIVE COVENANTS AND ENCROACHMENT AGREEMENTS FOR LOTS 1-21 OF BLOCK 3, REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION, AS RECORDED IN PLAT BOOK 28, PAGE 22 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

WHEREAS, property owner, Baptist Health South Florida, Inc. requests that the City of Coral Gables release the existing Restrictive Covenants and Encroachment Agreement for 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; and

WHEREAS, the City's Development Services Department has reviewed the request, the City's records of the subject property and the applicable codes and regulations and is in support of the request;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

SECTION 2. The City Commission does hereby authorize the City Manager to enter into an agreement for the release of the Restrictive Covenants and Encroachment Agreement on 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, in substantially the attached form “Exhibit A,” with such modifications as may be approved by the City Manager and City Attorney, to implement the intent of this Resolution.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS NINTH DAY OF JULY, A.D., 2019.
(Moved: Lago / Seconded: Fors, Jr.)
(Yeas: Fors Jr., Lago, Mena, Valdes-Fauli)
(Majority: 4-0 Vote)
(Absent: Keon)
(Agenda Item: F-7)

APPROVED:



RAUL VALDES-FAULI
MAYOR

ATTEST:



BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



MIRIAM SOLER RAMOS
CITY ATTORNEY

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”)

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 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