

DORAL CENTRAL PARK, ID# 31024

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, (the "Agreement") is made this 7 day of December, 2022, between the **CITY OF DORAL**, a Florida municipal corporation, whose mailing address is: 8401 N.W. 53 Terrace, Doral, Florida 33166, hereinafter designated as the "CITY", and **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "COUNTY" and its successors, assigns and agencies. The CITY hereby makes, declares and imposes this hold harmless agreement, which shall be binding on the CITY, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them.

RECITALS

WHEREAS, the CITY is the fee simple owner of the real property legally described on Exhibit "A" attached hereto (the "CITY'S PROPERTY"); and

WHEREAS, the CITY, entered into an Agreement for water and sanitary services with the Miami-Dade Water and Sewer Department (the "DEPARTMENT") for "**Doral Central Park**", ID# 31024, dated April 21, 2021, recorded in Official Records Book 32477, at Page 4860, of the Public Records of Miami-Dade County, Florida, which covers the OWNER'S PROPERTY; and

WHEREAS, the CITY, in connection with its construction of a public park, is undertaking construction of a sewer main within the easement area of an adjoining hotel property located at 8855 N.W. 27 Street (folio #35-3028-160-0050) as shown on Exhibit "B" attached hereto; and

WHEREAS, the CITY has a separate agreement with the owner of the adjoining hotel property, HPT CW PROPERTIES TRUST, a Maryland real estate investment trust, for construction of the sewer main within the easement area and for restoration of the easement area after construction, and also for the restoration after any disturbance of the easement area caused by the DEPARTMENT during the operation and maintenance of the sewer main beyond the standard easement restoration by the DEPARTMENT for asphalt, sidewalk and sod; and

WHEREAS, the CITY is willing to grant an indemnification and hold harmless agreement to the COUNTY to protect the COUNTY from or against any claims for restoration beyond the standard easement restoration by the DEPARTMENT for asphalt, sidewalk and sod that may arise as a result any disturbance of the easement area by the DEPARTMENT from operation and maintenance of the sewer main; and

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WHEREAS, the CITY is willing to grant such indemnification and hold harmless agreement to the COUNTY,

NOW THEREFORE, for consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1 Recitals.** The Recitals are true and correct and incorporated into this Agreement.
- 2 Title to Property.** The CITY does hereby warrant that it has good title to the CITY'S PROPERTY and that it has full power and authority to grant this Indemnification and Hold Harmless Agreement.
- 3 Indemnification and Hold Harmless.** The CITY shall indemnify and save free and harmless the COUNTY, its agents and employees from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature and from damages, whether compensatory, punitive or otherwise, by or in favor of anyone whomsoever, and from and against any and all costs and expenses, including reasonable attorneys' fees, appellate and otherwise, resulting from or in connection with loss of life, bodily or personal injury and/or property damages arising directly or indirectly, out of or from, or on account of, any damage caused by or sustained in connection with the easement restoration beyond the standard easement restoration by the DEPARTMENT for asphalt, sidewalk and sod for as long as a sewer main exists within the easement area. Moreover, the CITY agrees that if, for any reason, the COUNTY has to demolish or damage any sections of the adjacent hotel property due to problems that arise as a result of the restoration, the COUNTY will not be responsible, financially or otherwise, for repairing or replacing the damaged or demolished improvements. Additionally, nothing in this section shall be construed to constitute an agreement by the CITY to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its agents or employees related to the operation and maintenance of the sewer main. The indemnification obligations of this Agreement are provided to the extent of, and governed by the statutory limitations of Section 768.28.
- 4 CITY Obligations.** The CITY shall provide the DEPARTMENT with a copy of the agreement between the CITY and the adjacent hotel property owner HPT CW PROPERTIES TRUST regarding the restoration of the easement area.
- 5. Authorization.** The CITY warrants and represents that it has received the necessary municipal authorization to enter into this Agreement and that the person signing this Agreement on behalf of the CITY has been duly authorized to do so.
- 6. Entire Agreement.** This Agreement constitutes the entire agreement between the CITY and the COUNTY with respect to the specific subject matter hereof and supersedes all prior negotiations, agreements, understandings and arrangements,

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both oral and written, between the CITY and the COUNTY with respect to such specific subject matter. This Agreement may not be modified in any way, except by a written instrument executed by each of the parties.

- 7. Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law. In the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, then, and in any such event, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted.
- 8. Waiver.** The waiver of either party of a breach or violation of any term or provision of this Agreement by the other party shall not operate nor be construed as a waiver of any subsequent breach or violation of any provision of this Agreement or of any other right or remedy.
- 9. Venue.** Venue for any litigation hereunder shall be in the Circuit Court in Miami-Dade County, Florida.

This instrument prepared by:

**Douglas Pile, Esq.
New Business Section
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221**

DORAL CENTRAL PARK, ID# 31024

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI-DADE COUNTY

[Signature]
signature

By: [Signature]

Kristina Borrero
print name

Brandon Garcia,
New Business Manager
For: Roy Coley, Director
Miami-Dade Water and Sewer Department

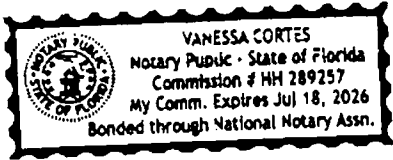
[Signature]
signature

Maily Martell
print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of: (check one)
 physical presence; or remote audio-visual means, this 7 day of December
2022, by **Brandon Garcia, New Business Manager, for Roy Coley, Director**, of the
Miami-Dade Water and Sewer Department, who is personally known to me and did not
take an oath.

[Signature]
Notary Public



Vanessa Cortes
print name

Serial Number _____

DORAL CENTRAL PARK, ID# 31024

ATTEST:

CITY OF DORAL, A FLORIDA MUNICIPAL CORPORATION

By: [Signature]
signature

Seal By: [Signature]
signature

Connie Diaz, City Clerk
Print name

Herman U. Ojovides, City Manager
Print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of: (check one)
 physical presence; or remote audio-visual means, this 5th day of October, 2022,
by Connie Diaz, as City Clerk, and Herman U. Ojovides, as City Manager,
of the **CITY OF DORAL**, a Florida municipal corporation, on behalf of the municipality. They
are personally known to me or have produced _____ as identification and
did/did not take an oath.

[Signature]
Notary Public

Vilmar Villafane
print name



Serial Number

Approved for Legal Sufficiency:

Approved for legal sufficiency

Sarah Elizabeth Davis 10/20/22
Assistant County Attorney

[Signature]
City Attorney

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**EXHIBIT "A" OF
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
BY
CITY OF DORAL
TO
MIAMI-DADE COUNTY**

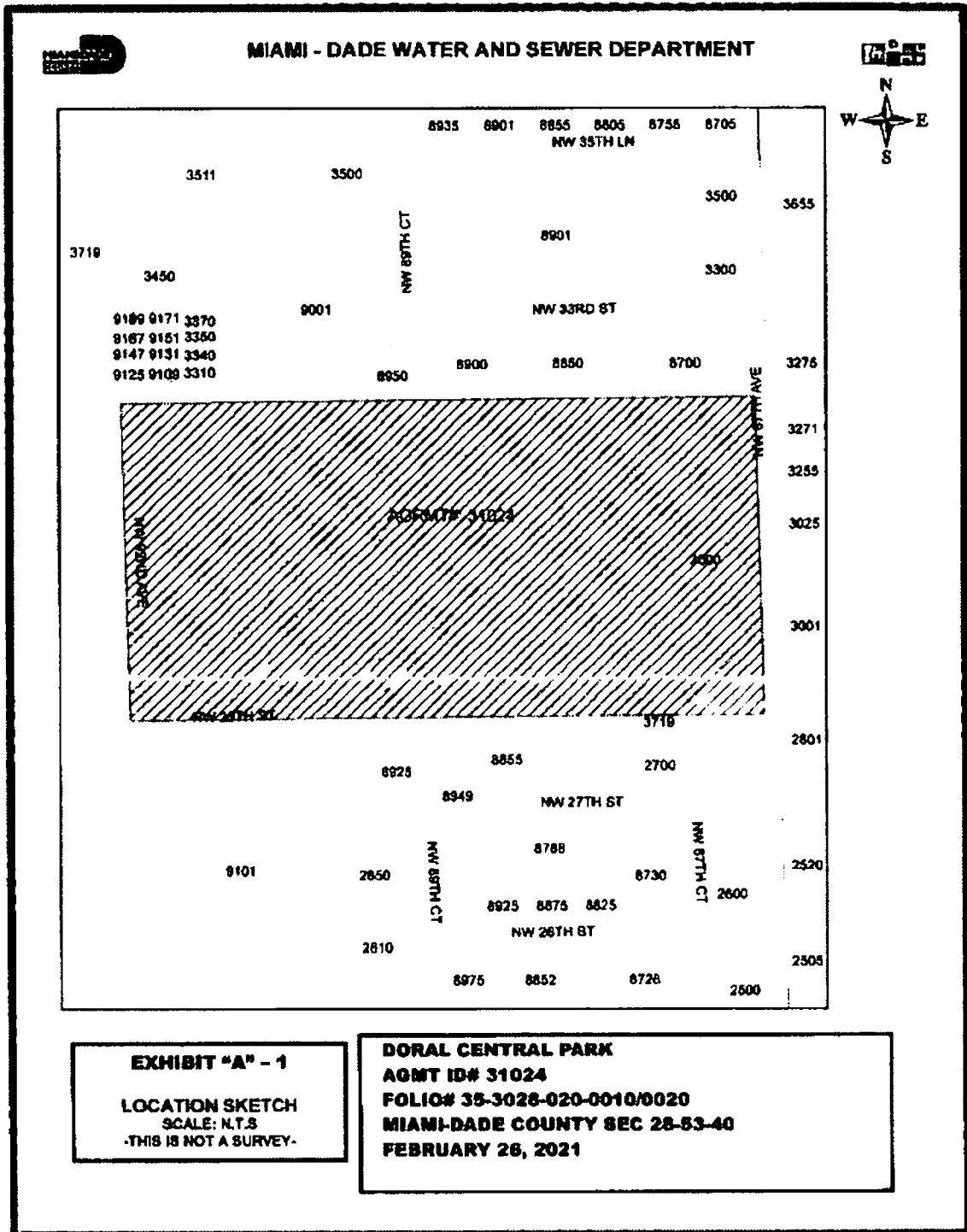
LEGAL DESCRIPTION

The North Half of the Southeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida. Subject to an easement over the East 55 feet thereof for Road Right of Way purposes, containing 1.67 Acres more or less, filed June 3rd 1974 in Official Record Book 8692 at Page 578 of the Public Records of Miami-Dade County, Florida.

Also Known As:

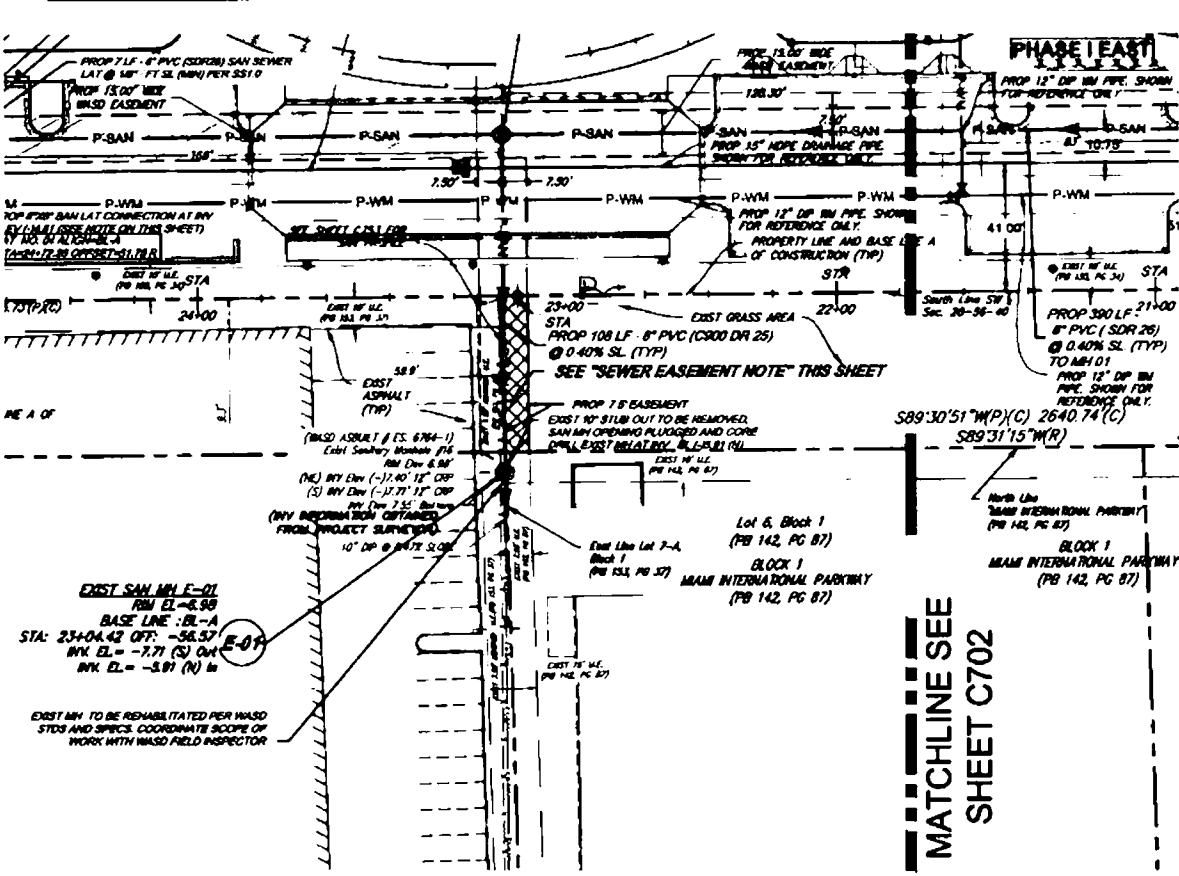
Tract "A" and Tract "B" of "WEST DADE PARK", according to the plat thereof as recorded in Plat Book 150, at Page 34 of the Public Records of Miami-Dade County, Florida

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DORAL CENTRAL PARK, ID# 31024

**EXHIBIT "B" OF
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
BY
CITY OF DORAL
TO
MIAMI-DADE COUNTY**



RESOLUTION No. 22-185

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF DORAL AND HPT IHG-2 PROPERTIES TRUST TO ACQUIRE A UTILITY EASEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 8855 NW 27 STREET, DORAL, FL 33172 FOR DORAL CENTRAL PARK; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2018, the City of Doral Residents voted on a Parks Bond referendum to build state of the art facilities in several parks including Doral Central Park (DCP); and

WHEREAS, DCP will be the largest park in the City and one of the largest in the region; and

WHEREAS, as part of the construction of the infrastructure necessary to provide water and sewer service to the park, the city needs to tie into the existing infrastructure on the adjacent property; and

WHEREAS, to accomplish this, the City has negotiated an Access and Utilities Agreement and Grant of Easement with the property owner and an indemnity agreement with Miami Dade County Water and Sewer Department (MDWASD).

WHEREAS, MDWASD has given the City a conditional approval for the connection subject to the city securing the easement for MDWASD's sole use in the maintenance of the infrastructure.

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

Section 1. Recitals. The foregoing "WHEREAS" clauses are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. This Mayor and City Council hereby approve and authorize the City Manager to execute agreement between the City of Doral and HPT IHG-2 Properties Trust to acquire a Utility Easement Agreement and to execute the indemnity in favor of Miami-Dade County Water and Sewer Department, and expend budgeted funds from the Park General Obligation Bond-Series 2021 Capital Project Fund account 305.90005.500650.

Section 3. Effective Date. This Resolution shall become effective upon approval by the City Council.

Res. No. 22-185
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The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 5 day of October, 2022.



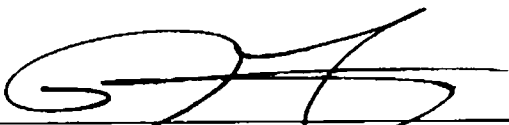
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY