

This instrument was prepared by:  
Luis Figueredo  
City Attorney  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

(Space reserved for Clerk)

**Cross-Parking Agreement**

This Cross-Parking Agreement (the "Agreement") is made and entered into this the ~~13~~<sup>13</sup> day of ~~August~~<sup>September</sup> 2019, by and between Mariscal Ayacucho University, LLC (the "Receiver or MAU") located at 3801 NW 97<sup>th</sup> Avenue Doral, Florida, 33178 and the City of Doral (the "Provider or City") located at 3719 NW 97<sup>th</sup> Avenue Doral, Florida, 33178.

**Recitals**

**WHEREAS**, the parties desire to enter into this Agreement for purposes of providing MAU with the non-exclusive right to use up to 20 parking spaces located on the City's property.

**WHEREAS**, MAU is the owner of the property, located at 3801 NW 97<sup>th</sup> Avenue Doral, Florida, 33178 (Folio # 35-3028-009-0090) ("Parcel A" and "Receiver Property") as described in Exhibit "A"; and

**WHEREAS**, the City is the owner of the property located at 3719 NW 97<sup>th</sup> Avenue Doral, Florida 33178 (Folio # 35-3028-000-0010) ("Parcel B" and "Provider Property") as described in Exhibit "B", which is utilized as a Police Substation; and

**WHEREAS**, MAU is requesting to use 20 parking spaces to provide additional parking for its staff and administration;

**WHEREAS**, Parcel B contains a total of 106 visitor parking spaces as shown on Exhibit "B", up to 20 spaces will be generally made available to MAU except for certain dates where trainings or other community events take place at the Police Substation.

**NOW THEREFORE, THE PROVIDER AND THE RECEIVER AGREE TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT AS FOLLOWS:**

**Section 1. Recitals.** The forgoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

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**Section 2. Availability of Parking.**

(1) The City hereby grants to MAU the non-exclusive right to use 20 parking spaces located on Parcel B for vehicular parking by MAU staff, unless the City requires use of the spaces for trainings or other community events taking place at the Police Substation ("off-site parking"). The City shall use it's best efforts to notify MAU of trainings or other community events at least 72 hours in advance. The City may notify MAU via e-mail at info@maufl.edu.

(2) The off-street parking shall not be changed to another off-street parking site without the written approval of the Director of the Planning and Zoning Department of the City of Doral or his designee in order that it may be determined whether the new location complies with appropriate zoning requirements and regulations.

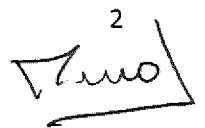
**Section 3. Covenant Running with the Land.** This Agreement on the part of the "Provider" and "Receiver" shall constitute a covenant running with the land and shall be recorded, at the "Receiver's" expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned, and their heirs, successors and assigns until such time as the same is modified or released. This Agreement during its duration shall be for the benefit of the City of Doral, and shall be a limitation upon, all present and future owners of the real property and for the public welfare. Receiver, its successors and assigns, acknowledge that acceptance of this Agreement does not in any way obligate or provide a limitation on the City of Doral.

**Section 4. Modification, Amendment, Release.** No modifications, amendment shall be made to this Agreement without the written consent of the parties of this agreement and the Director of the City of Doral Planning and Zoning Department. Any notices to the City required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by to the recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

City of Doral  
 Planning and Zoning Director  
 8401 N.W. 53rd Terrace Doral, Florida 33166

**Section 5. Authorization for the City of Doral to Withhold Permits and Inspections.** In the event of a breach of this Agreement by the "Receiver", in addition to any other remedies available, the City is hereby authorized to withhold any further permits, Certificates of Use, issue a cease and desist order, and refuse to make any inspection or grant any approvals, until such time as this Agreement is complied with.

**Section 6. Term.** This Agreement shall be effective upon execution by both parties and shall be accepted by the Planning Director and may terminated by the City by providing no less than 90 days prior written notice to Receiver.

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**Section 7. Insurance.** At its own expense, Receiver agrees to maintain Commercial General Liability Insurance including the City as an additional Insured with the following limits

- Bodily Injury & Property Damage Liability
- 7.1.1 Each Occurrence-\$1,000,000
- 7.2.1 General Aggregate-\$2,000,000


**Section 8. Indemnification.** MAU shall, indemnify, and hold harmless the City, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"). MAU shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with MAU's staff, administration's or guest's vehicles parked on the City's property. The provisions of this section shall survive termination of this Agreement.

**Section 9. Severability.** Invalidation of any one section of this Agreement, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

**Section 10. Compliance with Laws.** MAU shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to this Agreement.

In Witness Whereof, the Parties have caused this Agreement to be duly executed and delivered the day and year first written above. The parties hereby agree to all the terms and conditions set forth above by signing below.

**City of Doral:**

By:  \_\_\_\_\_  
 Albert Childress  
 City Manager

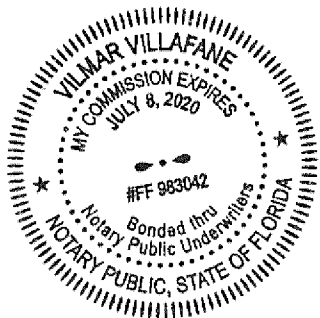


STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13 day of September 2019  
in the County and State aforesaid, by (Albert P. Childress of City of Dorale) who is personally known to me or has produced \_\_\_\_\_, as identification.

Vilmar Villafane  
Notary Public-State of Florida

My Commission Expires:



Mariscal Ayacucho University, LLC

By: [Signature]  
Print Name: Aristides Maza D.  
Title: President

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13 day of September 2019  
in the County and State aforesaid, by (name of executing party), of (name of Corporation)  
who is personally known to me or has produced Florida Driver license as identification.

TERESA FITZGERALD  
Notary Public-State of Florida

My Commission Expires: Feb 09/2021

[Signature]

