

# Holland & Knight

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**VIA HAND DELIVERY**

July 29, 2021

Mr. Javier Gonzalez, AICP, CFM  
Director, Planning & Zoning Department  
City of Doral  
8401 NW 53 Terrace, 2<sup>nd</sup> Floor  
Doral, Florida 33166

**RE: Century Midtown Properties, LLC / Modification of Midtown Doral PUD / Folio Nos. 35-3008-000-0033 & -0036 / Phase II / Century Town Center / 2017070003 (332) / Hold Harmless Agreement**

Dear Mr. Gonzalez:

As discussed, and in connection with the 665-673 East 49 Street - Special Use Permit (NBD) application, attached please the Hold Harmless Agreement, as executed by Century Midtown Properties, LLC, and in connection with the Phase II Modification of the Midtown Doral PUD. Thank you, and should you have any questions please do not hesitate to phone my direct line at (305) 789-7446.

Respectfully submitted,

HOLLAND & KNIGHT LLP



Alejandro J. Arias

Enclosures

## HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (the "**Agreement**") is entered into as of this 22 day of June, 2021 by Century Midtown Properties, LLC, a Florida limited liability company (the "**Owner**"), in favor of the City of Doral, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida (the "**City**").

### W I T N E S S E T H:

**WHEREAS**, the Owner holds the fee simple title to the land described in Exhibit "A" attached hereto, and hereinafter called the "**Property**";

**WHEREAS**, the Owner intends to redevelop the Property as a mixed-use development (the "**Project**"), which requires Building Department approvals, and an application for administrative site plan review ("**ASPR**") by the City Planning and Zoning Department for compliance with zoning regulations and for compliance with site plan review criteria; and

**WHEREAS**, the Owner is also proposing a potential dedication of an off-site parcel to the City for Parks & Recreation use (the "**Proposed Park Dedication**"), which is currently being negotiated and analyzed between the Owner and the City Attorney, the Planning and Zoning Department, and the Parks & Recreation Department;

**WHEREAS**, the Owner seeks to request Building Department review of plans, prior to the conclusion of the City's ASPR process and/or the Proposed Park Dedication, and at the opinion of the City, may proceed with all required submittals and undertakings in connection therewith, as it applies to the proposed clubhouse and garage plans; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties understand and agree to the following under the subject terms and conditions:

1. *Recitals.* Each of the foregoing recitations is true and correct and is incorporated herein by this reference and made a part hereof for all purposes.

2. The Owner represents, warrants and agrees to hold the City, its successors and assigns, officers, public officials, employees, attorneys, agents and representatives, harmless from any liability, damage or claim of any nature or kind arising out of or in connection with the ASPR process and/or the Proposed Park Dedication, Building Department review, and any permits issued, pending approval, or denial of the site plan.

3. The Owner represents, warrants, and agrees to hold the City, its successors and assigns, officers, public officials, employees, attorneys, agents and representatives, harmless from any changes or modifications required and delineated by the City during or at the conclusion of the ASPR process and/or the Proposed Park Dedication. Additionally, Owner shall not raise any affirmative defenses in the event the City imposes additional requirements at the conclusion of the ASPR process and/or the Proposed Park Dedication. Owner shall be solely responsible for the rectification and/or effectuation of any required changes or modifications to the site plan and/or building plans, as set forth by the City Planning and Zoning Department, Public Works Departments, Parks & Recreation Department, and Building Department.

5. This Agreement shall be binding upon the Owner and its respective successors and assigns.

6. Separate and successive actions may be brought under this Agreement to enforce any provision at any time and from time to time. No action under this Agreement shall preclude any subsequent action.

7. This Agreement and the rights and obligations of the parties under this Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to conflict of laws principles.

**[SIGNATURE ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Century Midtown Properties, LLC, has caused these present to be signed in its name on this 22 day of JUNE, 2021.

WITNESSES:

[Signature]  
Signature

Florence Lagarde  
Print Name

[Signature]  
Signature

Sandra Maria Albo  
Print Name

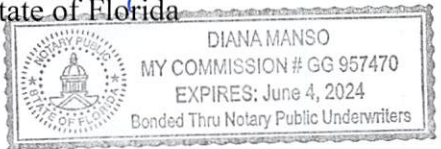
**CENTURY MIDTOWN PROPERTIES, LLC**, a Florida limited liability company

By: [Signature]  
Name: Sergio Pino  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 22 day of June, 2021, by SERGIO PINO, as \_\_\_\_\_ of Century Midtown Properties, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: [Signature]  
Notary Public – State of Florida  
Printed Name



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PHASE II**

*Lots 7 & 8*

The South 644.84 feet of the following described three (3) Parcels of Land.

Parcel 1:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami-Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance 310.00 feet to the POINT OF BEGINNING. Less that portion of Right-Of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170 at Page 64 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

Parcel 2:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence

N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING. LESS the external area formed by a 25 foot radius curve, concave to the Northeast and tangent to the South and West of the herein described Parcel.

TOGETHER WITH:  
Parcel 3:

A portion of the West ½ of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.