



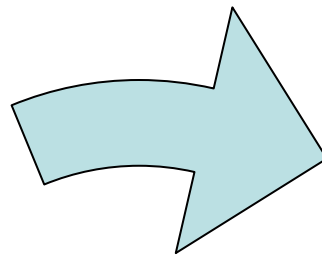
The City Beautiful

**CITY OF CORAL GABLES
DOCUMENT FLOW CHART FOR THE
EXECUTION OF HOLD HARMLESS & RESTRICTIVE
COVENANT ENCROACHMENT AGREEMENTS**



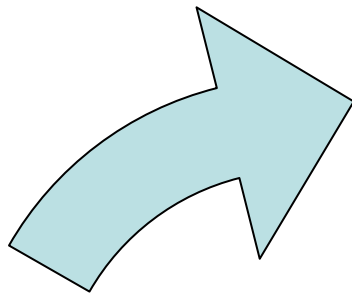
**START
HERE**

CITY DEPARTMENT
ISSUING PERMIT
RECEIVES THE
EXECUTED HOLD
HARMLESS
PACKAGE FROM THE
PROPERTY OWNER



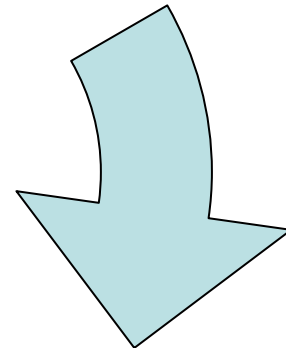
STEP - 2

THE CITY DEPARTMENT
CHECKS THE PACKAGE
FOR COMPLETENESS
AND FORWARDS IT TO
RISK MANAGEMENT TO
REVIEW AND APPROVE
THE PACKAGE



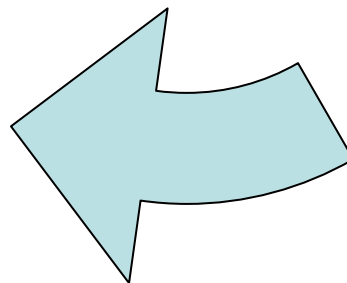
FINAL STEP

THE CITY CLERK'S OFFICE
RECEIVES THE PACKAGE
FROM THE CITY ATTORNEY'S
OFFICE, RETAINS AN
ORIGINAL COPY OF THE
AGREEMENT AND FORWARDS
THE SECOND ORIGINAL TO
MIAMI-DADE COUNTY
RECORDS DEPARTMENT
FOR RECORDING



STEP - 4

IF APPROVED, THE CITY
ATTORNEY'S OFFICE WILL
NOTIFY THE DEPARTMENT
ISSUING THE PERMIT AND WILL
FORWARD THE PACKAGE TO
THE CITY CLERK'S OFFICE FOR
RECORDING. IF REJECTED, THE
CITY DEPARTMENT ISSUING
THE PERMIT WILL CONTACT
THE PROPERTY OWNER TO
CORRECT THE PROBLEMS
NOTED



STEP - 3

IF APPROVED, RISK
MANAGEMENT FORWARDS
THE PACKAGE TO THE CITY
ATTORNEY'S OFFICE FOR
APPROVAL. IF REJECTED,
THE CITY DEPARTMENT
ISSUING THE PERMIT
WILL CONTACT THE PROPERTY
OWNER TO CORRECT THE
PROBLEMS NOTED



CITY OF CORAL GABLES CHECK LIST FOR HOLD HARMLESS & RESTRICTIVE COVENANT ENCROACHMENT AGREEMENTS

This check list was developed to help guide you through the process when the City requires the execution of a Hold Harmless & Restrictive Covenant Encroachment Agreement

This form, including the package for this agreement is available @ www.coralgables.com

The City Beautiful

◀◀◀ THIS CHECK LIST MUST BE SUBMITTED WITH THE OTHER REQUIRED DOCUMENTS ▶▶▶

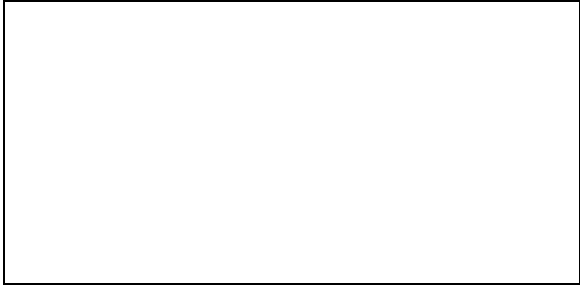
Property Owner Name (as shown on Hold Harmless Agreement):	
Address of Encroachment (location of the encroachment):	
The date this check list was completed in its entirety:	
The name & phone # of the person who completed this check list:	

◀◀◀ THIS CHECK LIST MUST BE COMPLETED BY THE PROPERTY OWNER or DESIGNEE ▶▶▶

- Nothing has been written in the rectangular box in the upper right hand corner of the form (County Use)
- The applicable Box next to the word (Commercial) or (Residential) has been marked with an X or ✓
- Two original agreements must be completed. One will be filed with the County. The day, month and year have been inserted into the blank lines provided for the execution date of this agreement
- The legal name of the individual(s) and/or entity(ies) that is/are the fee simple owner(s) of the real property that is described in the recitals section of this agreement has been inserted into the blank lines provided on this agreement
- The address of the individual(s) and/or entity(ies) that is/are the fee simple owner(s) of the real property that is further described in the recitals section of this agreement has been inserted into the blank lines provided on this agreement
- The address of the property that is located adjacent to certain City right-of-way, sidewalk, swale, alley or other such right-of-way has been inserted into the blank lines provided on this agreement
- The full legal description of the property must include "the Lot(s), Block, Subdivision, Plat Book and Page Number". For lengthy legal descriptions insert "see Exhibit A" in the blank line on the form and include a page labeled on the top as "Exhibit A" and include the legal description on this page.
- An X and the initials of the Individual executing the agreement must be provided in the appropriate blank lines next to the descriptions of the various types of potential encroachments
- If the type of encroachment selected is for tables, chairs, umbrellas or heaters, a detailed description must be provided including the day(s) of the week and the hour(s) of the day in the blank lines provided
- If the type of encroachment selected states (please describe) a description has be inserted into the blank lines provided on this agreement
- The "Prepared By" section at the end of the encroachment agreement has been completed & is legible
- The legal property owner(s) has executed (signed) the agreement in the space provided; their signatures have been witnessed by two witnesses and properly notarized by a Notary Public, with notary seal affixed.
- The following documents have been submitted with two original executed hold harmless agreements
 - A copy of a certificate of insurance naming the City of Coral Gables as an Additional Insured
 - A copy of the Additional Insured Endorsement (Specific or Blanket)
 - A cashiers check or money order payable to the Clerk of the Circuit Court for the filing fees. The filing fee is \$10.00 for the first page and \$8.50 per page thereafter to record one set of original documents provided, including Exhibit - A (if necessary)

The Department issuing the Permit for the Encroachment:	
The name of the City Employee that reviewed & accepted this package:	
The date this check list & required documents were submitted to the City:	

IF ALL BOXES HAVE NOT BEEN CHECKED YOUR AGREEMENT IS NOT COMPLETE



COMMERCIAL

RESIDENTIAL

**HOLD HARMLESS & RESTRICTIVE COVENANT
ENCROACHMENT AGREEMENT**

THIS AGREEMENT is made and entered this _____ day of _____, 200__, by and between _____, whose address is _____, Coral Gables, Florida hereinafter referred to as "OWNER" and the City of Coral Gables, a Florida municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, OWNER is/are the fee simple owner(s) of certain real property located within the limits of the CITY, Miami-Dade County, Florida, located at _____ Coral Gables, Florida and more particularly described as follows:

WHEREAS, OWNER's property is located adjacent to certain CITY right-of-way, sidewalk, swale, alley or other such right-of-way; and

WHEREAS, OWNER desires to (please place an **X and initial** the space next to the type of encroachment):

- _____ special driveway approach(es) Type _____.
- _____ sign(s).
- _____ canvas canopy(ies) or awning(s).
- _____ landscaping.
- _____ irrigation system.
- _____ tables, chairs, umbrellas, heaters (please describe the item you will be placing and the day(s) of week and hour(s) of day _____.
- _____.
- _____ electrical (please describe) _____.
- _____.
- _____.

_____ other encroachment (please describe) _____

_____.

in the CITY's right-of-way, sidewalk, swale area, or other such right-of-way; and

WHEREAS, the CITY is willing to allow OWNER to encroach upon CITY's right-of-way, sidewalk, swale area, or other such right-of-way without prejudice to the CITY's right to have the encroachment removed at a later date at the OWNER's expense; and

WHEREAS, OWNER understands that at any time the CITY may require OWNER to remove the aforesaid encroachment from the right-of-way, sidewalk, swale area or other such right-of-way.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and as further consideration for the CITY's approval to encroach upon its right-of-way, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The foregoing Recitals are true and correct and incorporated herein.
2. The CITY hereby grants permission for the encroachment of the right-of-way, sidewalk, swale area, or other such right-of-way said encroachment to be in accordance with plans and specifications on file or to be on file with and approved by the CITY.
3. At any time, the CITY may require either the permanent or temporary removal of said encroachment within said right-of-way, sidewalk, swale area, or other such right-of-way and OWNER both for themselves and their successors in interest in the Property agree, that at such time as the CITY requires temporary or permanent removal of the aforesaid, they will do so promptly and at their own expense and that, if they should fail to do so within thirty (30) days of mailing of a written request from the CITY for removal, the CITY may remove the aforesaid encroachment and impose the cost of removal thereof as a lien against the Property. Such lien shall be in parity or coequal with the lien of all state, county, district and city taxes, superior in dignity to all other liens, titles and claims. In the event of an emergency, the CITY shall have the right to remove the encroachment without notice to OWNER without any obligation or liability to OWNER for damage to the encroachment.
4. To the fullest extent permitted by law, OWNER, jointly and severally, hereby hold harmless, indemnify and defend the CITY, its representatives, officers, agents, employees, the administration and elected and appointed officials from and against all suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs or demands resulting from death, personal injury and property damage) including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the OWNER, for the construction, location, and maintenance of the aforesaid encroachment in the CITY's right-of-way.

5. That all parties to this agreement will obtain, for the purposes of this agreement, insurance policies, naming the City of Coral Gables as an additional insured, that will comply with the current CITY Insurance Requirements and will evidence this insurance to the Risk Management Division of the City of Coral Gables. Evidence will not be approved unless all of the minimum requirements of the CITY Insurance Requirements have been met. The aforesaid insurance requirements shall be in effect during the entire period of time that the encroachment exists upon the CITY's right-of-way, sidewalk, swale area, or other such right-of-way.
6. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the premises to determine whether or not the requirements of the Building and Zoning regulations and the conditions herein agreed to are being complied with.
7. In the event the terms of this Declaration are not being complied with, in addition to other remedies available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as there is compliance with this declaration.
8. This agreement shall be recorded, at the owner's expense, and shall inure to the benefit of and be binding upon the respective successors, heirs, executors, administrators, representatives and assigns of the OWNER, and upon all persons acquiring an interest there under and shall be a restrictive covenant concerning the use, enjoyment and title to the above property and shall constitute a covenant running with the land for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the City of Coral Gables.
9. This agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations or policies of the CITY now in effect and those hereinafter adopted.
10. The location for settlement of any claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Miami-Dade County, Florida.
11. OWNER agrees that he shall be liable for reasonable attorney's fees incurred by CITY, if CITY is required to take any actions, through litigation or otherwise, to enforce this Agreement.
12. CITY shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this agreement, as well as recovery

of any and all costs and expenses sustained or incurred by CITY in obtaining such an injunction including, without limitation, reasonable attorney's fees.

13. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing.
14. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
15. OWNER acknowledges that he/she has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that either, OWNER represents and warrants that he has sought such independent legal advice and counsel or has knowingly and voluntarily waived such right.
16. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
17. The effective date of this Agreement is the date of its execution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

As to Property Owner

_____(sign)
(Print Name): _____

_____(sign)
(Print Name): _____

Two Witnesses:

_____(sign)
(Print Name) _____

_____(sign)
(Print name) _____

Notarization as to Property Owner(s):

STATE OF FLORIDA)
ss.

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____day of _____, in the year _____, by _____, who has taken an oath and is personally known to me or has produced _____ as identification.

My Commission Expires

Notary Public

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Prepared By: (Name and Street Address)



**CITY OF CORAL GABLES
INSURANCE REQUIREMENTS
FOR HOLD HARMLESS & RESTRICTIVE
COVENANT ENCROACHMENT AGREEMENTS**

The City Beautiful

This form, including the package for this agreement is available @ www.coralgables.com

The Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to a permit being issued by a CITY Department allowing for the use or for an encroachment of the CITY Right-of-Way, **the Property Owner and the Contractor working in the CITY Right-of-Way shall procure, and provide the CITY with evidence of insurance coverage as required herein and name the CITY as an Additional Insured.** All parties to this agreement shall secure and maintain, at its own expense, and keep in effect, insurance policies for the full period of this agreement.

1) Insurer Requirements The following types and amounts of insurance with insurers with a rating of "A-" "VI" or better according to the **A.M. Best rating guide** as a minimum standard. The insurers providing coverage must be authorized to conduct business in the State of Florida. In addition, they must be acceptable to the Risk Management Division and City Attorney's Office.

2) Type of Insurance Coverage & Minimum Limits of Liability Required

a. Commercial Properties (Property Owner) and Contractors

Commercial General Liability

Each Occurrence \$1,000,000/Aggregate \$2,000,000

b. Residential Properties (Property Owner)

Personal Liability

Each Occurrence \$300,000

3) Minimum Required Form of Coverage (shall be at least as broad as)

a. Commercial Properties

ISO (Insurance Services Office, Inc.) Commercial General Liability ("occurrence" Form CG 0001) or equivalent. "Claims made" form is unacceptable.

b. Residential Properties

ISO (Insurance Services Office, Inc.) Homeowners (form HO 00 01, 02, 03 or 08) or equivalent

4) Required Endorsements (Residential and Commercial Properties)

Additional Insured Endorsement (Blanket or Specific) a copy must be provided with Certificate

5) Verification of Coverage

A Certificate of Insurance acceptable to the City of Coral Gables Risk Management Division including a copy of the additional insured endorsement attached to the Certificate.

6) Waiver of Insurance Requirements

Should the Property Owner not be able to comply with any of these insurance requirements, a letter must be written on letterhead, addressed to the Risk Management Division, requesting the City of Coral Gables to waive the specific insurance requirement that can not be met. Any documentation from your insurance representative agent must be provided. The waiver will be evaluated by the Risk Management Division and forwarded to the City Attorney for approval.