

Prepared by and return to:
Shari C. Wallen, Esq.
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT is entered into this 9th day of December, 2019, by and between:

DiamondRock FL Owner, LLC, a Delaware limited liability company, whose principal address is 2 Bethesda Metro Center, Suite 1400, Bethesda, MD 20814 (“OWNER”)

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida having a principal address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter “CITY”)

RECITALS

WHEREAS, OWNER is the owner of a pedestrian bridge located at 321 North Fort Lauderdale Beach Boulevard, Fort Lauderdale, Florida and legally described in Exhibit “A” attached hereto and made a part hereof (“the “Property”); and

WHEREAS, the Property is located over State Road A1A (“A1A”), a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation (“FDOT”);

WHEREAS, OWNER wishes to have a mural painted on the Property; and

WHEREAS, OWNER has committed to the payment of all costs for the painting and maintenance of the mural, including but not limited to: artist fees, permit fees, bonds, materials, and maintenance costs; and

WHEREAS, in order to permit the mural to be painted the Property, FDOT requires the CITY to enter into an agreement entitled “Community Aesthetic Feature Agreement” which is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the terms and conditions set forth in the Community Aesthetic Feature Agreement imposes the responsibility for payment and maintenance of the mural on the City; and

WHEREAS, as a condition to the CITY executing the Community Aesthetic Feature Agreement, OWNER agrees to assume all of the City's responsibilities and liabilities under the Community Aesthetic Feature Agreement; and

WHEREAS, a mural on the pedestrian bridge would serve a legitimate public purpose of enhancing the architectural structures and improving aesthetics within the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, OWNER and the CITY hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein.

2. **Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

City Manager means CITY's Chief Executive Officer, its City Manager, or his or her designee.

City Engineer means the City Engineer (Urban Design Engineer) for the CITY, or his designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the CITY Engineer's designee shall be the Urban Design Engineer.

Day(s). In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Effective Date means the effective date of this Assumption of Liability and Hold Harmless Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for OWNER and the CITY and (ii) the Agreement is executed by FDOT and the CITY.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

3. **Compliance and Default.** OWNER agrees to assume any and all liability and responsibility for the City's performance under the Community Aesthetic Feature Agreement. OWNER hereby agrees to abide by and comply with each and every term and condition set forth

in the Community Aesthetic Feature Agreement and failure to comply shall constitute a default under this Assumption of Liability and Hold Harmless Agreement. Any acts or omissions by OWNER or OWNER's contractors, agents or employees that are not in compliance with the terms and conditions of the Community Aesthetic Feature Agreement shall constitute a default under this Assumption of Liability and Hold Harmless Agreement. The Community Aesthetic Feature Agreement is incorporated into this Assumption of Liability and Hold Harmless Agreement as if fully set forth herein.

4. Indemnification and Hold Harmless.

(a) OWNER shall protect, defend, indemnify and hold harmless the CITY, its officers, employees, volunteers, and agents from and against any and all claims, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Community Aesthetic Feature Agreement and this Assumption of Liability and Hold Harmless Agreement, conditions contained therein, the location, construction, repair, maintenance, or use by OWNER of the pedestrian bridge, or the breach or default by OWNER of any covenant or provision of the Community Aesthetic Feature Agreement or this Assumption of Liability and Hold Harmless Agreement; provided, however, OWNER shall never be liable or responsible for any occurrence arising out of or resulting from the intentional acts or gross negligence of the CITY, its officers, agents and employees. However, this exception shall not be deemed a waiver of the CITY'S sovereign immunity. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to Property, defects in construction, rehabilitation or painting of a mural on the Property by OWNER or others, including but not limited to costs, claims, charges and other expenses charged or incurred, including reasonable attorney's fees and costs actually incurred or liabilities arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Community Aesthetic Feature Agreement and this Assumption of Liability and Hold Harmless Agreement, or any actual violation of any applicable and known statute, ordinance, administrative order, rule or regulation or decree of any court by OWNER with respect to performance of the painting of the mural on the Property, is included in the indemnity.

(b) OWNER further agrees that upon delivery of proper and timely notice of a violation under the Community Aesthetic Feature Agreement it shall investigate, handle, respond to, provide defense for, and defend any such violation at its sole expense. The CITY shall retain the right to select counsel (in coordination and after consultation with OWNER) of its own choosing as deemed appropriate. This indemnification shall survive termination, revocation or expiration of the Community Aesthetic Feature Agreement and this Assumption of Liability and Hold Harmless Agreement and shall cover any acts or omissions occurring during the term of the Community Aesthetic Feature Agreement and this Assumption of Liability and Hold Harmless Agreement.

5. Insurance. At all times during the term of the Community Aesthetic Feature Agreement and this Assumption of Liability and Hold Harmless Agreement, OWNER, at its expense, shall keep or cause to be kept in effect the insurance coverages set forth in the Community Aesthetic Feature Agreement and OWNER shall cause such coverage to be extended

to CITY as an additional insured and shall furthermore provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the Community Aesthetic Feature Agreement and annually thereafter on the anniversary date of the policies.

6. Removal of Improvements and Restoration of Improvement Area.

(a) Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Community Aesthetic Feature Agreement, in whole or in part, OWNER shall remove or paint over the mural in accordance with the terms and conditions of the Community Aesthetic Feature Agreement, and OWNER shall restore the Property and the right of way and any impacted public utilities to conditions reasonably acceptable to FDOT. Such removal and restoration shall be at OWNER's sole cost and expense. In the event OWNER fails to begin to remove all or any part of the mural in accordance with the Community Aesthetic Feature Agreement contemplated herein within thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove or paint over the mural that interferes with the easement rights or the public's use of Property and the dedicated rights-of-way and restore the Property and right of way and any public utilities to conditions acceptable to FDOT, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER.

(b) In the event OWNER fails to remove or paint over the mural, when required to do so in accordance with this Community Aesthetic Feature Agreement, and CITY finds it necessary to remove the mural or paint over it in accordance with the foregoing, then the total expense incurred by the CITY in removing the mural or painting over it and the reasonable administrative costs associated therewith shall be considered a special assessment and lien upon the Property. OWNER consents to and grants the CITY the right to place a lien on the Property in the event OWNER shall fail to reimburse the CITY to the extent required by this paragraph. OWNER shall have sixty (60) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay or contest to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs after an adequate review of no less than sixty (60) days will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal or painting over of the mural. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law. Any lien filed pursuant to this Assumption Agreement shall be subordinate to any mortgages/construction financing obtained for any portion of the Property, whether the mortgage/construction financing obtained before or after the Claim of Lien is recorded.

7. Event of Default; Remedy. In the event the OWNER fails to perform or violates any of the terms or conditions of the Community Aesthetic Feature Agreement or this Assumption of Liability and Hold Harmless Agreement or is in breach or default in any term or condition thereof, the CITY shall notify OWNER of the specific failure or violation of this

Assumption of Liability and Hold Harmless Agreement or the Community Aesthetic Feature Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the CITY'S reasonable satisfaction and to the extent OWNER shall fail to cure same within said 30 day period, such failure shall be considered an "Event of Default" hereunder. Upon the occurrence of an Event of Default, the CITY shall have the right 1) to take any equitable action to enforce the terms and conditions of the Community Aesthetic Feature Agreement or this Assumption of Liability and Hold Harmless Agreement, it being stipulated by the parties that since the Community Aesthetic Feature Agreement and this Assumption of Liability and Hold Harmless Agreement deal with the right to use public easements and rights-of-way of FDOT for a governmental purpose, a violation or breach of any term or condition of the Community Aesthetic Feature Agreement or this Assumption of Liability and Hold Harmless Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law, or 2) take such curative action that was required to be taken by the OWNER under the Community Aesthetic Feature Agreement or this Assumption of Liability and Hold Harmless Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the mural. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall begin to accrue on the unpaid amount thirty (30) days after the CITY sends the written demand for payment to OWNER, at a rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Community Aesthetic Feature Agreement or Assumption of Liability and Hold Harmless Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

8. Emergencies. If an emergency situation arises with respect to the Community Aesthetic Feature Agreement or the Assumption of Liability and Hold Harmless Agreement

where the mural or any condition of the Property thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and fax or email notice to OWNER's Contact Person. If actual notice of the emergency is given to OWNER and OWNER shall thereafter fail to take timely action to correct the emergency situation, then, to the extent the continuance of the emergency situation would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Paragraph, OWNER Contact Person shall be Daniel Estevez telephone number (954)245-3049; and e-mail address: DANIEL.ESTEVEZ@WESTINFTLAUDERDALE.COM In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer in writing.

9. Damage to Public Property. In the event the use, operation, maintenance, repair, construction, demolition, painting, or reconstruction of the Property the cause(s) any damage whatsoever to any other public property, then OWNER shall be responsible for the reasonable cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

10. Notices.

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the Community Aesthetic Feature Agreement or this Assumption of Liability and Hold Harmless Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Christopher J. Lagerbloom, ICMA-CM
City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to: Alain Boileau, Esq.
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Anthony Fajardo
Director of the Department of Sustainable Development
City of Fort Lauderdale
700 NW 19th Avenue
Fort Lauderdale, FL 33311

AS TO OWNER: DiamondRock FL Owner, LLC
ATTN: General Counsel
2 Bethesda Metro Center, Suite 1400
Bethesda, MD 20814

With a copy to: The Westin Fort Lauderdale Beach Resort
ATTN: Daniel Estevez
General Manager
321 North Fort Lauderdale Beach Blvd.
Fort Lauderdale, FL 33304

(c) As to activities under Paragraph 8, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.

11. Independent Contractor. As between CITY and OWNER, OWNER is an independent contractor under this Assumption of Liability and Hold Harmless Agreement. In providing such services, neither OWNER nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to OWNER or OWNER's agents any authority of any kind to bind CITY in any respect whatsoever.

12. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Assumption of Liability and Hold Harmless Agreement and acknowledge that the preparation of this Assumption of Liability and Hold Harmless Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Assumption of Liability and Hold Harmless Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13. Interpretation of Agreement; Severability. This Assumption of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or

unenforceable for any reason and to any extent, the remainder of this Assumption of Liability and Hold Harmless Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Assumption of Liability and Hold Harmless Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Assumption of Liability and Hold Harmless Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Assumption of Liability and Hold Harmless Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Assumption of Liability and Hold Harmless Agreement, unless otherwise expressly provided. All terms and words used in this Assumption of Liability and Hold Harmless Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

14. Successors. This Assumption of Liability and Hold Harmless Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns. It is intended that this Assumption Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person or entity having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

15. No Waiver of Sovereign Immunity. Nothing contained in this Assumption Agreement is intended to serve as a waiver of sovereign immunity by the CITY to which sovereign immunity may be applicable.

16. Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Assumption of Liability and Hold Harmless Agreement. The parties agree that there are no third-party beneficiaries to this Assumption of Liability and Hold Harmless Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Assumption of Liability and Hold Harmless Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

17. Non-Discrimination. OWNER shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Assumption of Liability and Hold Harmless Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

18. Records. Each party shall maintain its own respective records and documents associated with this Assumption of Liability and Hold Harmless Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as applicable, and any resultant award of attorney's fees for non-compliance with that law.

19. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption of Liability and Hold Harmless Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

20. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Assumption of Liability and Hold Harmless Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Assumption of Liability and Hold Harmless Agreement shall not be deemed a waiver of such provision or modification of this Assumption of Liability and Hold Harmless Agreement. A waiver of any breach of a provision of this Assumption Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Assumption of Liability and Hold Harmless Agreement.

21. Governing Law. This Assumption of Liability and Hold Harmless Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assumption of Liability and Hold Harmless Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Assumption of Liability and Hold Harmless Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Assumption of Liability and Hold Harmless Agreement, CITY and OWNER hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the Community Aesthetic Feature Agreement or this Assumption Agreement or any acts or omissions in relation thereto.**

22. Recording. This Assumption of Liability and Hold Harmless Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER. OWNER shall record this Assumption of Liability and Hold Harmless Agreement and a copy of the recorded Assumption of Liability and Hold Harmless Agreement shall be provided to City and filed with the City Clerk's Office.

23. Term. This Assumption of Liability and Hold Harmless Agreement shall continue in full force and effect until such time as the Community Aesthetic Feature Agreement is terminated or becomes null and void by removal or painting over of the mural on the Property, or it is terminated by operation of law or in accordance with the terms of the Community Aesthetic Feature Agreement, or is terminated by a court order or mutual agreement between OWNER, FDOT and CITY and no obligations lying thereunder survive such termination.

24. Assignment. OWNER may assign this Assumption of Liability Agreement without the prior written consent of the City to a transferee of the fee simple interest in the Property or to an owner responsible for the common areas of the Property (including a condominium association, homeowner's association or property owner's association, with

written notice of such assignment and delivery of a copy of the written assumption of responsibilities executed by the assignor and recorded in the Public Records of Broward County, Florida).

25. Police Power. Nothing herein shall be construed as a waiver of the CITY'S police power. OWNER shall comply with the CITY'S codes, ordinances and regulations with respect to painting of the mural. OWNER shall paint and maintain the mural in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Property.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned does hereby warrant that they are authorized to enter into this Assumption of Liability and Hold Harmless Agreement by DIAMONDROCK FL OWNER, LLC and the CITY OF FORT LAUDERDALE.

Witnesses:

OWNER:

DIAMONDROCK FL OWNER, LLC, A Delaware limited liability company

(Witness #1 Signature)

(Print Name)

By:

Print: Briony R. Quinn

Title: Director

(Witness #2 Signature)

(Print Name)

ACKNOWLEDGEMENT

STATE OF Maryland)
)SS
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 5th day of DECEMBER, 2019, by Briony R. Quinn, as Manager and on behalf of DIAMONDROCK FL OWNER, LLC, a Delaware limited liability company, who is known to me or who has produced N/A, as identification.

My Commission Expires: 10/30/2022

Tracy L. Kurnot
NOTARY PUBLIC
Type or Print Name: TRACY L. KURNOT

TRACY L. KURNOT
Notary Public-Maryland
Montgomery County
My Commission Expires
October 30, 2022

WITNESSES:

Mary J. Matthews

Mary J. Matthews

[Witness type or print name]

Donna Varisco

Donna Varisco

[Witness type or print name]

(CORPORATE SEAL)



AS TO CITY:

CITY OF FORT LAUDERDALE

By

Christopher J. Lagerbloom

Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

Jeffrey A. Modarelli

Jeffrey A. Modarelli, City Clerk

Approved as to form:

Alain Boileau, City Attorney

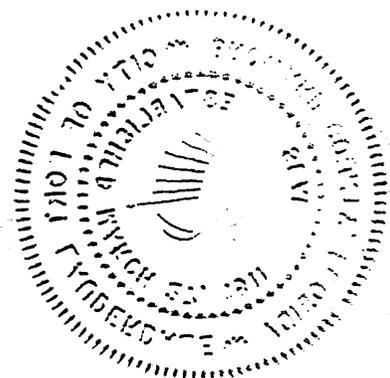
By:

Shari C. Wallen

Print Name: Shari C. Wallen

Title: Assistant City Attorney

Handwritten text, possibly a signature or name, located in the upper right quadrant of the page.



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9 day of December, 2019, by **Christopher J. Lagerbloom**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Gina Rizzuto Smith

Notary Public, State of Florida

(Signature of Notary taking

Acknowledgment)

GINA RIZZUTO SMITH
MY COMMISSION # GG 083510

EXPIRES: March 15, 2021

Bonded Thru Budget Notary Services

Name of Notary Typed,
Printed or Stamped

My Commission Expires:



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

3 (L) (C)
12/10/19

Today's Date: 12/6/2019

DOCUMENT TITLE: DIAMONDROCK FL OWNER, LLC – ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

COMM. MTG. DATE: 12/3/2019 CAM #: 19-0894 ITEM #: CR-3 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 3

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 12/9/19 Shari C. Wallen scw/jc
Attorney's Name Initials

2) City Clerk's Office: # of originals: 3 Routed to: MJ Matthews/CMO/x5364 Date: 12/9/19

3) City Manager's Office: CMO LOG #: Dec. 24 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ROBERT HERNANDEZ
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: R. HERNANDEZ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to Mayor CCO Date: 12/9/19

4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward 3 originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards 3 originals to CCO Date: _____

7) City Clerk: Scan original and forwards 3 originals to: J. Larregui/CAO/Ext. 5106

Attach ___ certified Reso # _____ YES NO Original Route form to J. Larregui/CAO