

**HEIRS OF DECEASED PROPERTY OWNER'S
INDEMNIFICATION AGREEMENT FOR RESTRICTIVE COVENANTS,
PERMIT APPLICATIONS, & OTHER REAL PROPERTY RELATED LEGAL INSTRUMENTS¹**

I, _____ [*insert name*], covenant, warrant, and represent that I am the _____ [*insert your relationship to the deceased Property Owner, e.g. daughter/son/nephew/etc.*] and lawful heir of _____ [*insert deceased Property Owner's name*] who was and remains identified as the owner of the property located at _____ [*insert address*], and legally described as follows:

_____ [*insert full legal description*].

I further covenant, warrant, and represent that as the _____ [*insert your relationship to the deceased Property Owner, e.g. daughter/son/nephew/etc.*] and lawful heir of _____ [*insert deceased Property Owner's name*], I am legally authorized to execute and submit Restrictive Covenants, Permit Applications, as well as any other binding legal documents for the above-described property. Additionally, I covenant, warrant, and represent that there are no pending probate or bankruptcy matters related to the above-described property or the Estate of the above-described deceased Property Owner. Additionally, I covenant, warrant, and represent that all legal matters related to the Estate of the above-described deceased Property Owner have been fully resolved.

I hereby agree to indemnify, defend, and hold harmless the City of Coral Gables, its commissioners, attorneys, directors, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting, in whole or in part, from the City of Coral Gables' reliance upon my covenants, warranties, and representations contained herein. Moreover, I agree that nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law afforded to the City of Coral Gables.

BY SIGNING THIS AGREEMENT THE UNDERSIGNED AGREES THAT SHE/HE HAS CONSULTED WITH AN ATTORNEY OR KNOWINGLY WAIVED THE RIGHT TO DO SO, AND FULLY UNDERSTANDS, ACCEPTS, AND AGREES TO THE TERMS CONTAINED HEREIN.

EXECUTED BY:

WITNESS:

Signature

Signature

Print Name

Print Name

¹ In addition to submitting an original executed and notarized version of this Agreement, a copy of the official death certificate for the deceased property owner as well as a notarized letter outlining your relationship to the deceased property owner and explaining your lawful authority to act on behalf of the deceased property owner must be submitted.

NOTARIZATION

**STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)**

The foregoing instrument was acknowledged to me this ____ day of _____, 20____, by _____ who is personally known to me or has produced a _____ as identification.

My Commission expires:

Notary Public, State of Florida