

HOLD HARMLESS AGREEMENT

WHEREAS, Jessica Blue (the "Applicant"), has applied to the Miami Beach Planning Department (the "Department") for approval of the demolition of a pre-1942 home in order to construct a new single-family home (the "Improvements") on property located at 48 E. Rivo Alto Drive, in Miami Beach, Florida, bearing folio number 02-3233-001-0700, legally described in Exhibit A attached hereto (the "Property"), which application is filed under File No. DRB20-0600 (the "Application"); and

WHEREAS, the Property is currently the subject of a transfer of sale proceeding and the Applicant is scheduled to take title of the Property before DRB20-0600 is heard by the City's Design Review Board ("DRB"); and

WHEREAS, as of the execution of this Hold Harmless Agreement, the Applicant is not currently the owner of the Property; and

WHEREAS, the Department has advised, and the Applicant acknowledges and agrees, that the Application shall not be heard by the DRB unless and until the Applicant takes title to and becomes the owner of the Property; and

WHEREAS, notwithstanding the foregoing, the Department has agreed to review the Application prior to the Applicant taking title to and becoming the owner of the Property; and

WHEREAS, the Department has required the submittal of this hold harmless agreement, approved by the City Attorney's Office, in connection with its review and/or approval of the Application.

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Applicant hereby agrees as follows:

1. To indemnify and hold harmless and forever release and discharge the City of Miami Beach, the Department, and all of its employees, agents and personnel from any and all liability and/or damages arising out of, or in connection with the City's acceptance and processing of the Application prior to the Applicant obtaining title to the Property, including the costs of any suits, attorney's fees and other expenses in connection therewith, including trial and appeals therefrom.
2. To defend the City with counsel of the City's own choosing, pay or settle any liabilities and claims against the City of Miami Beach, and the City's officers, employees, personnel and agents arising out of, or in connection with, the City's acceptance and processing of the Application prior to the Applicant obtaining title to the Property, including any appeal therefrom; except not including for the City's willful misconduct.
3. To defend, pay or settle any liabilities and claims against the City of Miami Beach, the Department, its employees, agents and personnel arising out of, or in connection with, the City's acceptance and processing of the Application prior to the Applicant obtaining title to the Property.

Hold Harmless Agreement

Address: 48 E. Rivo Alto Drive

Folio no.: 02-3233-001-0700

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4. Applicant affirmatively disclaims and waives all rights, if any, to hold the City of Miami Beach, the Department, its agencies, its employees or officers, to any liability, including damages, caused in the event that the Application is delayed for any reason.
5. Applicant acknowledges that the acceptance of the building permit to construct the project associated with the Application is a complete estoppel to it, its heirs, successors and assigns as to any rights, real, apparent or otherwise, that they may have to challenge the efficacy of any conditions hereof.
6. The person signing below represents that he has authority to bind the Applicant, as set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK—SIGNATURE PAGES TO FOLLOW]

Hold Harmless Agreement

Address: 48 E. Rivo Alto Drive
Folio no.: 02-3233-001-0700
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Signed, witnessed, executed and acknowledged on this 2nd day of November, 2020.

WITNESSES:

Signature

MIGUEL A. BASAW

Print Name

Signature

ESTERA Volobujev

Print Name

APPLICANT:

Individual Signature

Jessica Blue

Address: 9705 Collins Avenue #1805
Bal Harbour, FL. 33154

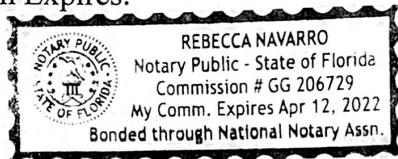
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Jessica Blue, who is personally known to me or has produced U.S. Passport, as identification.

Witness my signature and official seal this 3 day of November, 2020, in the County and State aforesaid.

My Commission Expires:



Approved:

Notary Public-State of

Print Name

Approved as to form & language & for execution:

Director of Planning

Date

City Attorney

Date