



Hold Harmless Agreement 1840 Alton Road 051222 -signed.pdf

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E-Signature Summary

E-Signature Notary: Diana Ramos (dra)
 May 12, 2022 08:00:23 -8:00 [CB5A0C590E0C] [162.244.152.118]
 dramos@brzoninglaw.com



HOLD HARMLESS AGREEMENT

WHEREAS, the undersigned, 1840 Alton Partners, LLC is the contract purchaser (“Contract Purchaser”) of the property legally described in Exhibit A, and located at 1840 Alton Road (the “Property”), in the City of Miami Beach, Florida (the “City”); and

WHEREAS, economic trends indicate that demand has increased for Class A office space within the City, as businesses relocate from other states to Miami Beach; and

WHEREAS, Class A office space tends to require higher floor-to-ceiling heights than other classes of office space; and

WHEREAS, the development of Class A office space will promote the growth, diversification, and resiliency of the City's economy; and

WHEREAS, the Alton Road corridor, north of Dade Boulevard, on Alton Road, specifically Lots 1-8, Block 12, Island View Subdivision, PB6, Pg115, Public Records of Miami-Dade County, and Lots 1-2, Block 12-A, Island View Addition, PB9, Pg144, Public Records of Miami-Dade County, is an appropriate location for Class A office space due to its accessibility to the regional transportation network; and

WHEREAS, the City proposes to modify the Sunset Harbour Development Overlay, specifically to allow office uses at seventy-five (75) feet for unified developments north of Dade Boulevard, on Alton Road, specifically Lots 1-8, Block 12, Island View Subdivision, PB6, Pg115, Public Records of Miami-Dade County, and Lots 1-2, Block 12-A, Island View Addition, PB9, Pg144, Public Records of Miami-Dade County (the “Code Amendment”), which are necessary in order to promote the development of Class A office space within the City; and

WHEREAS, the Contract Purchaser has applied to the City Design Review Board (“DRB”) for approval to construct a new five-story mixed-use office building at seventy-five (75)

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feet in height on the Property, specifically File No. DRB22-0788, and applied to the City's Planning Board ("PB") to construct the greater than 50,000 square foot, five-story mixed-use office building on the Property, specifically File No. PB22-0480 (collectively the "Applications"); and

WHEREAS, in light of the City Commission's referral of the foregoing items to the Planning Board, the Planning Director has agreed to allow the Applications to move forward to be heard and decided upon by the PB and DRB (collectively the "Action") prior to final approval of the Code Amendment; and

WHEREAS, the Planning Director has required the submittal of a hold harmless agreement, approved by the City Attorney's Office, in connection with allowing the Applications to proceed; and

WHEREAS, the Contract Purchaser agrees that approval of the Applications does not vest the Property with any additional development rights until such time as the Code Amendment is adopted by the City Commission and becomes effective.

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

1. To indemnify and hold harmless and forever release and discharge the City, its officers, employees, personnel and agents from any and all liability, damages or losses arising out of, or in connection with the Action prior to the approval of the Code Amendment, including the costs of any suits, attorney's fees and other expenses in connection therewith, including trial and appeals therefrom, except for liability, damages and losses arising out of any City final action in contravention of law ("willful misconduct").
2. Contract Purchaser affirmatively disclaims and waives all rights, if any, to hold the City, and the City's agencies, its officers, employees, personnel and agents, to any liability, including damages, caused in the event that the Applications, if approved,

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cannot go forward to building permit or are delayed for any reason due to the City Commission's failure to adopt the Code Amendment.

3. Contract Purchaser agrees and waives all rights to any additional development rights for the Property with regard to an approval of the Applications by DRB and PB until such time as the Code Amendment is adopted by the City Commission and becomes effective.
4. To defend the City with counsel of its own choosing, pay or settle any liabilities and claims against the City, and the City's officers, employees, personnel and agents arising out of, or in connection with, approval of the Applications and any appeal therefrom; except as to any liabilities or claims arising from the City's willful misconduct.
5. Contract Purchaser acknowledges that the acceptance of a building permit to construct in accordance with the approval of the Action 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 condition hereof.
6. No building permit, Temporary Certificate of Occupancy (TCO), Certificate of Occupancy (CO) or Business Tax Receipt (BTR) for any portion of the new construction contemplated in the Applications, as approved through the DRB and PB for the Property, shall be issued until the Code Amendment is approved by the City Commission (assuming no material changes to the Code Amendment occur during adoption, which would require modifications to the underlying Applications), or the Applications are revised to not require the Code Amendment as determined by the Planning Director.
7. In the event that the Code Amendment results in changes to the physical layout of the new construction contemplated in the Applications, as approved by the DRB and PB, no TCO, CO, or BTR shall be issued until Contract Purchaser complies with the Code Amendment.
8. The person signing below represents that he has authority to bind the Contract Purchaser, as set forth herein.

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

City Planning Director

Date

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IN WITNESS WHEREOF, the Contract Purchaser does hereunto set its hand and seal this 12th day of May 2022 ~~2021~~, dr

By: 1840 Alton Partners, LLC
a Florida Limited Liability Company,

David Aaron, Managing Member
Print Name and Title

DocuSigned by:

By _____
60375A9C43A74EB...

Witnesses:

DocuSigned by:
Andreina Espina
B31BB946942C4AA...
Signature

Andreina Espina

Print Name
DocuSigned by:
Natalie Villadiego
B1ABF66FAE354EF...
Signature

Natalie Villadiego

Print Name

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

The foregoing instrument was acknowledged before me by means of _____ physical presence or online notarization, this 12th day of May _____, 20 22, by _____
D. Aaron, as Managing Member of **1840 Alton Partners, LLC**, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Notary Public-State of Florida _____


Signed on 2022/05/12 08:00:23 -8:00

Print Name Diana Ramos

My Commission Expires:

Diana Ramos
Commission # GG 308355
Notary Public - State of Florida
My Commission Expires Apr 10, 2023
Notary Stamp: 2022/05/12 08:00:23 PST CB5A0C59E0C

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Exhibit A

Lots 5 and 6, Block 12, Island View Subdivision, according to the Plat thereof, recorded in Plat Book 6, at Page 115, of the Public Records of Dade County, Florida,

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