

# MIAMI BEACH

## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH AND 3425 COLLINS, LLC

NOV 14 2023

This Memorandum of Understanding (the/this "MOU") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **City of Miami Beach, Florida** (hereinafter the "City"), and **3425 Collins, LLC**, a Delaware limited liability company (hereinafter "Developer"). This MOU is effective when the last party executes this MOU (the "Effective Date").

### RECITALS

**WHEREAS**, on May 11, 2021, an application was filed by Developer requesting modifications to a previously issued Certificate of Appropriateness for the partial demolition, renovation and restoration of the existing 16-story hotel building, located at 3425 Collins Avenue, including the total demolition of the 1955 south addition, and the construction of a new residential 16-story detached ground level tower addition, and modifications to the site plan; and

**WHEREAS**, a mosaic tile mural entitled "*Apollo*" (the "Mural") was introduced on the site in 1955, concurrently with the construction of the previously existing Melvin Grossman designed south addition; and

**WHEREAS**, the Mural, created by artist Jack Stewart, has approximately 92' in length by 17' in height, and was primarily located along the west elevation with a portion extending along the south elevation, wrapping the corner; and

**WHEREAS**, in 2014, the Historic Preservation Board reviewed and approved the demolition of the south addition inclusive of the Mural; and

**WHEREAS**, the Mural was subsequently removed and relocated to a storage facility and the 1955 addition was demolished; and

**WHEREAS**, approval of the Historic Preservation Board Consolidated Order dated May 25, 2021, required certain conditions be met by the Developer, including the donation of the Mural to the City and covering all costs for its relocation, restoration and installation; and

**WHEREAS**, prior to the issuance of a building permit for the new residential tower, the Developer shall return to the Historic Preservation Board to update them on the Mural, its restoration, and the location where it will be installed; and

**WHEREAS**, in July 2021, the City engaged the services of RLA Conservation to assess the current condition of *Apollo* and recommend a conservation plan; and

**WHEREAS**, thereafter the Developer, at the recommendation of the City, contracted the services of RLA Conservation to restore the Mural;

**WHEREAS**, the City has considered a number of options in terms of locating the Mural on a City property; however, given the size of the Mural, placement on an existing facility has been challenging; and

**WHEREAS**, the City Administration recommends that the best option would be for the Developer to install the Mural as an integrated architectural feature at the new Fire Station No. 1, once completed; and

**WHEREAS**, the Developer has represented to the City that it has already paid approximately \$300,000.00 for the restoration of the Mural, in addition to Developer's commitment to provide Developer Contribution Funds, as described in the MOU; and

**WHEREAS**, the City and the Developer mutually agree upon the essential terms of the MOU, which include requiring the Developer to restore the Mural; transport the Mural to a storage location; and provide certain funds to the City to undertake the installation and incorporation of the Mural onto Fire Station No. 1.

**NOW THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, and pursuant to the requirements of the City's Historic Preservation Board Consolidated Order dated January 10, 2023 (File No. HPB22-0548), recorded in Official Records Book 33567, Page 3065, of the Public Records of Miami-Dade County, Florida (the "HPB Order"), Developer hereby agrees to donate the Mural and provide the Developer Contribution Funds (as defined in Exhibit 1 of the MOU and in accordance with the terms therein) to the City, in satisfaction of Condition I(C)(1)(b) of the HPB Order, and the City Manager and Developer agree as follows:

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**ARTICLE I / PROFFER SUMMARY**

DEVELOPER: 3425 Collins, LLC  
DEVELOPER CONTACT: Neisen Kasdin, Esq.  
ADDRESS: Akerman LLP  
98 SE 7<sup>th</sup> Street, Suite 1100  
CITY, STATE, ZIP: Miami, FL 33131  
PHONE, FAX, E-MAIL: 305-982 5629  
neisen.kasdin@akerman.com  
PROFFER DESCRIPTION: See Exhibit 1 hereto  
TERM: Beginning on the Effective Date until completion of  
the installation of the Mural onto the Fire Station

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## ARTICLE II / GENERAL CONDITIONS

1. **PARTIES:** The parties to this MOU are Developer listed in Article I, and the City, a municipal corporation organized under the laws of the State of Florida. The City has delegated the responsibility of administering this MOU to the City Manager or the City Manager's authorized designee (the "City Manager's Designee").

2. **PROFFER DESCRIPTION:** Developer shall fulfill the obligations specifically described in the Proffer Description, attached hereto as Exhibit 1. Any modification to Exhibit 1, Proffer Description, shall not be effective unless approved by a written amendment to this MOU signed by the City and Developer. Upon completion of Developer's Obligations, as defined in Exhibit 1 of this MOU, Developer shall have no further obligation or liability to the City with respect to the Mural or arising out of the Proffer, except with respect to obligations which survive expiration or termination of the MOU.

3. **MONITORING AND EVALUATION:** The City Manager or the City Manager's Designee may monitor and conduct an evaluation of the Proffer, as described in Exhibit 1 of this MOU, which may include, with or without limitation, visits by City representatives to the restoration site to observe or to discuss Developer's progress on the Proffer.

4. **OWNERSHIP OF THE MURAL:** Upon delivery of the Mural to the City Storage Location and acceptance by the City Manager's Designee as described in Exhibit 1 of this MOU, Developer shall simultaneously deliver the Bill of Sale, conveying in the form of a donation, all right, title and interest in the Mural to the City, free and clear of all liens and encumbrances, which warranties shall survive the expiration or termination of this MOU.

### 5. **INSPECTOR GENERAL AUDIT RIGHTS:**

A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Developer, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant



to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

C. Upon ten (10) days written notice to Developer, Developer shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Developer, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in Developer's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. Developer shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this MOU, for examination, audit, or reproduction, until three (3) years after final payment under this MOU or for any longer period required by statute or by other clauses of this contract. In addition:

- i. If this MOU is completely or partially terminated, Developer shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- ii. Developer shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this MOU until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to Developer, its officers, agents, employees, subcontractors and suppliers. Developer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by Developer in connection with the performance of this MOU.

G. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by Developer or third parties.

**6. LIABILITY AND INDEMNIFICATION:**

*(a) Indemnification Obligations in connection with Developer's Obligations:*

Developer shall indemnify, defend and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the error, omission, or negligent act of Developer or its officers, employees, agents, servants, partners, principals or contractors in connection with the performance of the Developer's Obligations (as defined in Exhibit 1) under this MOU. Developer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Developer expressly understands and agrees that any insurance protection required by this MOU, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the City or its officers, employees, agents, and contractors as herein provided.

This indemnification provision shall survive the expiration or termination of the MOU.

7. **ASSIGNMENT:** Developer shall not be permitted to assign this MOU, without the written approval of the City Manager, which shall not be unreasonably withheld, and any purported assignment will be void, and shall be treated as an event of default pursuant to this MOU.

8. **COMPLIANCE WITH LAWS:** Developer agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

9. **DEFAULT/TERMINATION PROVISIONS:** In the event that either party to this agreement fails to comply with any of their obligations under this MOU, the non-defaulting's parties representative, as identified in this MOU, shall provide the defaulting party's representative with thirty (30) days prior written notice to cure the default. If the defaulting party fails to cure the default within the cure period, the non-defaulting party shall have the option to terminate this MOU and shall have no further

obligations under this MOU, except as to those provisions which survive expiration or termination of this MOU. These provisions shall not waive or preclude the non-defaulting from pursuing any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from defaulting party's default. Further, this MOU is not intended to modify, waive or otherwise limit, in any respect, the City's regulatory powers.

**10. FLORIDA PUBLIC RECORDS LAW:**

A. In relation to its obligations under this MOU, Developer shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

B. The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

C. Pursuant to Section 119.0701 of the Florida Statutes, if Developer meets the definition of "Contractor" as defined in Section 119.0701(1)(a), Developer shall:

- i. Keep and maintain public records required by the City to perform the service;
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the MOU if Developer does not transfer the records to the City;
- iv. Upon completion of the MOU, transfer, at no cost to the City, all public records in possession of Developer or keep and maintain public records required by the City to perform the service. If Developer transfers all public records to the City upon completion of the MOU, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the MOU, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### D. REQUEST FOR RECORDS; NONCOMPLIANCE

- i. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Developer of the request, and Developer must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- ii. Developer's failure to comply with the City's request for records shall constitute a breach of this MOU, and the City, at its sole discretion, may: (1) unilaterally terminate the MOU; (2) avail itself of the remedies set forth under the MOU; and/or (3) avail itself of any available remedies at law or in equity.
- iii. If Developer fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

#### E. CIVIL ACTION

- i. If a civil action is filed against Developer to compel production of public records relating to the City's contract for services, the court shall assess and award against Developer the reasonable costs of enforcement, including reasonable attorneys' fees, if:
  - a. The court determines that Developer unlawfully refused to comply with the public records request within a reasonable time; and
  - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Developer has not complied with the request, to the City and to Developer.
- ii. A notice complies with subparagraph (i)(b) if it is sent to the City's custodian of public records and to Developer at Developer's address listed on its agreement with the City or to Developer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- iii. If Developer complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

#### **F. IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT**

**THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH**

**ATTENTION: RAFAEL E. GRANADO, CITY CLERK**

**1700 CONVENTION CENTER DRIVE**

**MIAMI BEACH, FLORIDA 33139**

**E-MAIL: [RAFAELGRANADO@MIAMIBEACHFL.GOV](mailto:RAFAELGRANADO@MIAMIBEACHFL.GOV)**

**PHONE: 305-673-7411**

11. **WRITTEN NOTICES:** Any notices required under this MOU will be effective when delivered to the City in writing and addressed to the City Manager's Designee. Any notices required under this MOU will be effective when delivered to Developer in writing and addressed to Developer Contact, as identified in Article I.

12. **CITY MANAGER'S DESIGNEE:** All contract related questions, reports and requests for reimbursements to be submitted to the City Manager's Designee listed below.

Brandi Reddick  
Cultural Affairs Manager  
Tourism and Culture Department  
City of Miami Beach  
1755 Meridian Avenue  
Miami Beach, FL 33139  
Tel: 305-673-7577 ext. 6256  
Email: [BrandiReddick@miamibeachfl.gov](mailto:BrandiReddick@miamibeachfl.gov)

**ARTICLE III / MISCELLANEOUS PROVISIONS**

13. **LIMITATION OF LIABILITY:**

A. The City desires to enter into this MOU only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this MOU, so that its liability for any such breach never exceeds the sum of \$100,000.00. Developer hereby expresses its willingness to enter into this MOU with Developer's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$100,000.00.

Accordingly, and notwithstanding any other term or condition of this MOU, Developer hereby agrees that the City shall not be liable to the Developer for damages in an amount in excess of \$100,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this MOU.

B. Nothing contained in this section or elsewhere in this MOU is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.



14. **NO DISCRIMINATION**: Developer also accepts and agrees to comply with the following Special Conditions:

In relation to its obligations under this MOU, Developer hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment (including independent contractors), housing and public accommodations, public services, and in connection with its membership or policies because of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, hair texture and/or hairstyle, domestic partner status, labor organization membership, familial situation, or political affiliation.

15. **NO THIRD PARTY BENEFICIARIES**: The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by the City to be sued by third parties in any manner arising out of this MOU, or other obligations, whether known or unknown to the parties.

16. **GOVERNING LAW AND EXCLUSIVE VENUE**: This MOU shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this MOU shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS MOU, THE CITY AND DEVELOPER EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS MOU.

17. **NO WAIVER**: No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this MOU by either party at any time shall in any way affect, limit, modify or waive either party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.

18. **CAPTIONS USED IN THIS MOU**: Captions, as used in this MOU, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

19. **TOTAL AGREEMENT**: This MOU, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this MOU and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this MOU unless made in writing signed by both parties.

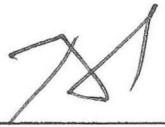
IN WITNESS WHEREOF, the parties hereto have executed this MOU.

FOR CITY:

**City of Miami Beach, Florida**

ATTEST:

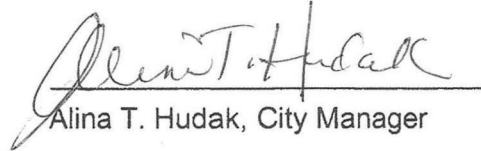
By:



\_\_\_\_\_  
Rafael E. Granado, City Clerk

NOV 14 2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Alina T. Hudak, City Manager

FOR DEVELOPER:

**3425 Collins, LLC**

ATTEST:

By:

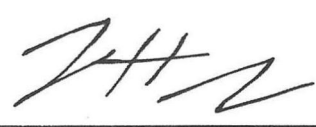


\_\_\_\_\_  
Jason Jacobson

\_\_\_\_\_  
Print Name and Title

11 / 02 / 2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Authorized Signature  
Fran Scola authorized  
signature

\_\_\_\_\_  
Print Name and Title

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION



## EXHIBIT 1

### PROFFER DESCRIPTION

**DEVELOPER'S PROFFER.** In satisfaction of Condition I(C)(1)(b) of the HPB Order, and in satisfaction of Resolution 2022-32230, adopted by the City on July 20, 2022, Developer agrees to (1) restore the Mural; (2) and upon acceptance by the City of the Conservator's restoration report, which shall not be unreasonably withheld, deliver the Mural to the City Storage Location (defined below) undamaged; (3) deliver to the City a Bill of Sale for the Mural in the form attached hereto as Exhibit 2 (subject to warranties and representations contained therein); and (4) provide to the City the Developer Contribution Funds (defined below) (collectively, (1)-(4) shall be referred to herein as "Developer's Obligations"), in order for the City to undertake the installation and incorporation of the Mural onto the Fire Station No. 1 building located at 833 6<sup>th</sup> Street, Miami Beach, Florida 33139 (the "Fire Station") including, without limitation, any and all design and engineering costs associated with the integration of the Mural, as a component of the Fire Station structure ("Design and Engineering Costs"); construction costs associated with the framework or other installation features required to accommodate the installation of the Mural on the Fire Station structure ("Construction Costs"); any restoration costs required prior to installation of the Mural onto the Fire Station ("Pre-Installation Restoration Costs"); transportation from the City Storage Location to the Fire Station for installation ("Transportation Costs"); and all work and services related to the installation of the Mural onto the Fire Station ("Installation Costs") and HPB Application fee (collectively, the "Proffer"). Notwithstanding the language above, Developer's financial obligations for the Design and Engineering Costs, Construction Costs, Pre-Installation Restoration Costs, Transportation Costs, Installation Costs, and HPB Application fee shall not exceed \$850,582.00, as outlined in the Developer's Contribution Section below.

**QUALIFIED RESTORATION PROFESSIONAL AND RESTORATION PROCESS.** Developer has enlisted Rosa Lowinger who is a reputable art restoration professional ("Conservator"), who meets the City's professional qualification criterion and has been approved and recommended by City Manager's Designee. Developer shall cause the Mural to be restored and shall be responsible for all costs associated with the restoration of the Mural prior to delivery of the Mural to the City Storage Location on or around November 15, 2023.

**RELOCATION TO IDENTIFIED STORAGE LOCATION.** On or around November 15, 2023, Developer agrees to deliver the Mural to a storage location to be designated by the City Manager's Designee (the "City Storage Location"). The City Manager's Designee shall designate the City Storage Location and inform Developer of such location no later than October 18, 2023. Developer shall coordinate and assume all expenses for the delivery of the restored Mural to the City Storage Location. Upon completion of Developer's Obligations, Developer shall have no further obligation or liability to the City with respect to the Mural or arising out of the Proffer, except with respect to obligations which survive the expiration or termination of the MOU.

**DEVELOPER'S CONTRIBUTION.** Thirty (30) days after the later to occur of (1) review of this MOU by the City's Historic Preservation Board or (2) execution of this MOU by City and Developer, Developer shall pay to the City the total amount of Eight Hundred and Fifty Thousand Five Hundred and Eighty-Two Dollars and 00/100 Dollars (\$850,582.00) (the "Developer Contribution Funds"), representing the Developer's contribution toward any and all Design and Engineering Costs, Construction Costs, Pre-Installation Restoration Costs, Transportation Costs, Installation Costs and HPB Application fee for the Mural (collectively, the "Mural Costs"). The Mural Costs have been estimated to date, based upon the estimates for Design and Engineering Costs and Construction Costs, and HPB Application fee, in the estimated amount of \$477,582.00; and the Pre-Installation Restoration Costs and Transportation costs, in the estimated amount of \$373,000.00, based upon the estimate received from RLA Conservation, dated August 8, 2023; however, notwithstanding the foregoing estimated breakdown, the City shall still

be entitled to use the Developer Contribution Funds toward all of the Mural Costs, even if the final cost for any one category changes, up or down. The City shall hold the Developer Contribution Funds in a segregated City account and shall disburse the Developer Contribution Funds in connection with the Mural Costs from the City's designated account, as payments become due to City's contractors, consultants, and/or vendors. The City shall be solely responsible for any cost overruns related to the Mural Costs, and any surplus from the Developer Contribution Funds, upon completion of the installation of the Mural at the Fire Station, shall be returned to Developer. After completion of Developer's Obligations, Developer shall have no further obligation or liability to the City with respect to the Mural or arising out of the Proffer, except with respect to any obligations which survive expiration or termination of the MOU.

**TRANSPORTATION AND INSTALLATION.** Upon completion of the construction of the Fire Station, the City shall be solely responsible, using the Developer Contribution Funds as described herein, for coordinating transportation of the Mural from the City Storage Location to the Fire Station and undertaking the installation and incorporation of the Mural onto the Fire Station. Developer shall have no liability arising out of or related to transportation of the Mural from the City Storage Location or installation of the Mural onto the Fire Station.

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EXHIBIT 2  
BILL OF SALE

**BILL OF SALE**

**THIS BILL OF SALE** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **3425 COLLINS, LLC**, a Delaware limited liability company, whose address is c/o Christopher Penelas, Esq., Akerman LLP, 98 SE 7<sup>th</sup> Street, Suite 1100, Miami, FL 33131 ("Seller"), for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money in the United States, paid by the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation, organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("Buyer"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does hereby grant, bargain, and assign, the following goods and chattels:

**That certain mosaic tile mural entitled "Apollo" (the "Mural"), created by artist Jack Stewart, approximately 92' in length by 17' in height, which had been installed in 1955 at 3425 Collins Avenue, and has been donated from Seller to Buyer pursuant to the requirements of the City's Historic Preservation Board Consolidated Order dated January 10, 2023 (File No. HPB22-0548), a picture of which is attached hereto as Exhibit "A" and made a part of this Bill of Sale.**

(Whenever used herein, the terms "Buyer" and "Seller" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**TO HAVE AND TO HOLD** the same unto the Buyer, its executors, administrators and assigns forever.

**AND** the Seller does for itself and its heirs and administrators, covenants to the Buyer, its executors, administrators and assigns, that the Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that the Seller has good right to sell the same aforesaid, and the Seller will warrant and defend the sale of the said property, goods and chattels hereby made, unto the Buyer and their executors, administrators and assigns against the lawful claims and demands of all persons whomsoever. Notwithstanding the transfer of ownership of the Property, Seller shall remain responsible for all claims, causes of actions, debts, encumbrances, or administrative action that accrued prior to the transfer of ownership.

[SIGNATURES ON THE FOLLOWING PAGE(S)]

**IN WITNESS WHEREOF**, the first party has hereunto set her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, sealed and delivered in our presence:

SELLER: **3425 Collins, LLC**

WITNESS:

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign

\_\_\_\_\_  
print Name

**STATE OF FLORIDA )**

**COUNTY OF MIAMI-DADE )**

The foregoing instrument was acknowledged before me on, by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, as \_\_\_\_\_ of **3425 Collins, LLC**, who \_\_\_\_\_ is personally known to me, or who has produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

Exhibit A

Picture of Mural





**RENDERING - EAST FACADE - PROPOSED**

04-17-2023

MIAMI BEACH HISTORIC PRESERVATION BOARD - INITIAL SUBMITTAL

**CITY OF MIAMI BEACH FIRE STATION #1**

**APOLLO MURAL**

833 6TH STREET MIAMI BEACH, FL 33139

Wannemacher Jensen Architects, Inc.  
 132 Mirror Lake Drive North Unit 301  
 St. Petersburg, Florida 33701-3214  
 (727) 822-5566 fax (727) 822-5475  
 www.wjarc.com  
 AR64244



Doc ID: 079e67b5492f24625989950a830a5dcb00779



|                                |  |
|--------------------------------|--|
| <b>Title</b>                   | Apollo Mural-MOU updated 11.1.23         |
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