HOLD HARMLESS AGREEMENT

WHEREAS, 18 SUNSET TRUSTEE, LLC, a Delaware limited liability company (the "Owner"), has applied to the City of Miami Beach Planning Department (the "Department") for approval by the Planning Board (the "Board") of a modification of a Conditional Use Permit pursuant to process no. PB23-0606 in connection with the development of the subject property located at 1759 Purdy Avenue, Miami Beach, Florida (the "Project"); and

WHEREAS, the above referenced application for the Project is based on legislation that is currently pending adoption by the Miami Beach City Commission (the "Ordinance") that seeks, in relevant part, to amend the current Resiliency Code regulations to the modify the allowable number of restaurant seats and occupants in restaurants over 3,500 square feet; and

WHEREAS, the Ordinance was recommended for approval by the Land Use and Sustainability Committee on July 19, 2023 and by the Planning Board on September 26, 2023, first reading by the City Commission is expected on October 18, 2023, and second reading of the Ordinance will occur on the next available City Commission agenda thereafter; and

WHEREAS, the Department and/or the Board has required the submittal of a hold harmless agreement, approved by the City Attorney's Office, in connection with its approval of the Project; and

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

1. To indemnify and hold harmless and forever release and discharge the City of Miami Beach, the Department, and the City's officers, employees, personnel and agents, from any and all liability, damages or losses arising out of, or in connection with the Project, or its approval of the Project, including the costs of any suits, attorney's fees and other expenses in connection therewith, including trial and appeals therefrom in the event that the Ordinance is not adopted into law.

2. To defend the City with counsel of its own choosing, pay or settle any liabilities and claims against the City of Miami Beach, the Department, and the City's officers, employees, personnel and agents arising out of, or in connection with, the approval of the Project in the event that the Ordinance is not adopted into law.

3. Owner affirmatively disclaims and waives all rights, if any, to hold the City of Miami Beach, the Department, and the City's agencies, its officers, employees, personnel and agents, to any liability, including damages, caused in the event that the Project is delayed for any reason.

4. Owner acknowledges that the acceptance of the modification to the Conditional

Use Permit and of the building permit to construct the Project 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.

IN WITNESS WHEREOF, the Owner does hereunto set its hand and seal on the year and date first above written.

By:
18 Sunset Trustee, LLC,
a Delaware limited liability company

By: _____

Name: **Bradley W. Colmer**

Title: **President**

STATE OF: Florida

COUTNY OF: Miami - Dade

The foregoing instrument was acknowledged before me by means of [_] physical presence r [✓] online notarization on this 02 day of October, 2023, by Bradley Colmer who is [✓] personally known to me or [_] produced _____ as identification.

Notary Public State of Florida
Maria J. Vega
My Commission
HH 245385
Exp. 3/27/2026

Signature: _____

Name: Maria Vega

Commission Number: 245385

My Commission Expires: 3-27-2026

[NOTARIAL SEAL]

APPROVED

By: _____

Planning Director

Date: _____

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

By: _____

City Attorney

Date: _____