

## **HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement (the “Agreement”) is hereby made between Nomade Lido, LLC, a Delaware Limited Liability Company and the City of Miami Beach (the “City”), a municipality in the state of Florida.

### **RECITALS**

**WHEREAS**, the undersigned, Nomade Lido LLC (the "Applicant"), is the owner of the property legally described in Exhibit A; and located at 40 Island Avenue, 1 Farrey Lane, and 2 Farrey Lane (collectively the “Property”)

**WHEREAS**, the Property is developed with a legal nonconforming hotel use known as the Standard Hotel; and

**WHEREAS**, the Property will be uniquely affected by a proposed ordinance to amend certain provisions of the City of Miami Beach Resiliency Code (the “Code”), as the proposed ordinance seeks to clarify that residential uses may be developed within the Property in conjunction with the existing legal nonconforming hotel use; (the “Code Amendment”); and

**WHEREAS**, the Applicant seeks to redevelop a portion of the existing hotel building into a mixed-use building containing hotel units and residential units (the “Project”); and

**WHEREAS**, the Applicant intends to file a Design Review Board (“DRB”) application for design review approval, variances, and waivers to develop the Project (the “Application”); and

**WHEREAS**, the Code Amendment will permit the Property to be developed with the Project; and

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**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 Application to proceed prior to final adoption of the Code Amendment by the City Commission; and

**WHEREAS**, the Applicant agrees that an approval of the Application 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 Applicant hereby agrees as follows:

1. To indemnify and hold harmless and forever release and discharge the City of Miami Beach, its officers, employees, personnel and agents from any and all liability, damages or losses arising out of, or in connection with the the approval of the Application 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. The Applicant affirmatively disclaims and waives all rights, if any, to hold the City of Miami Beach, and the City's agencies, its officers, employees, personnel and agents, to any liability, including damages, caused in the event that the Application, if approved, 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. The Applicant agrees to waive all rights to any additional development rights for the Property with regard to approval of the Application by the DRB 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 of Miami Beach, 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. The Applicant acknowledges that the acceptance of the building permit to construct in accordance with the approval of the Applications 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 by the DRB, 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).
7. In the event that the Code Amendment results in changes to the physical layout of the buildout contemplated in the Applications, as approved by the DRB, no TCO, CO, or BTR shall be issued until the Applicant complies with the Code Amendment.
8. The person signing below represents that he has authority to bind the Applicant, as set forth herein.

APPROVED AS TO FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Planning Director

\_\_\_\_\_  
Date



IN WITNESS WHEREOF, the Applicant does hereunto set its hand and seal this  
12 day of January 2024

DocuSigned by:

Miguel Isla

C83202A45CFD4C2...

Miguel Isla Esteve, Authorized Person  
Nomade Lido LLC

**Witnesses:**

DocuSigned by:

Yeidy Montesino

32C418AA25C84C0...

Signature

Yeidy Montesino

Print Name

DocuSigned by:

Maidoly Telleria

24C4EGB4BDAF42E...

Signature

Maidoly Telleria

Print Name

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or  
\_\_x\_\_ online notarization, this 12 day of January, 2024, by Miguel Isla Esteve, as authorized  
person of Nomade Lido LLC, a Delaware limited liability company. He/she is personally known  
to me or has produced \_\_\_\_\_ as identification and did  
not take an oath.

Diana Ramos  
Commission # HH 386927  
Notary Public - State of Florida  
My Commission Expires Apr 16, 2027

Notary Stamp 20240112 07:37:52 PST

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Notary Public-Stat

Print Name Diana Ramos

My Commission Expires: \_\_\_\_\_



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## Standard Hotel\_ Hold Harmless.pdf

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Electronic Notary: Yes / State: FL

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### E-Signature Summary

**E-Signature Notary: Diana Ramos (dra)**

January 12, 2024 06:37:52 -8:00 [7112E6904981] [74.220.90.117]

dramos@brzoninglaw.com

