

Prepared by: RETURN:

City Attorney's Office  
100 N.W. 1st Avenue  
Delray Beach, FL 33444

PCN: 12-43-46-21-90-000-0010  
Address: 1260 South Ocean Boulevard

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**HOLD HARMLESS AGREEMENT FOR  
IMPROVEMENTS CONSTRUCTED IN AN EASEMENT AREA**

**THIS HOLD HARMLESS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2026 by and between the City of Delray Beach, a Florida municipal corporation  
of the State of Florida (the "**CITY**"), whose address is 100 NW 1st Avenue, Delray Beach,  
Florida 33444, and Rebecca Stiritz (the "**OWNER**"), whose address is 1260 South Ocean  
Boulevard, Delray Beach, Florida 33483.

W I T N E S S E T H:

**WHEREAS, OWNER** is the fee simple owner of a parcel of land with a mailing addresses  
of 1260 South Ocean Boulevard, Delray Beach, Florida 33483 (the "Property"), as more  
particularly described in Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS,** a five-foot easement runs along the norther border of the Property (the  
"Easement Area"); and

**WHEREAS, OWNER** was permitted by the **CITY** to install fencing and other  
improvements within the Easement Area (the "Improvements"); and

**WHEREAS,** the Banyan House Condominium Association, Inc. (the "**ASSOCIATION**"),  
maintains drainage facilities within the Easement Area licensed by the Florida Department of  
Environmental Protection (the "**FDEP**"); and

**WHEREAS**, the FDEP determined the ASSOCIATION was not in compliance with its licensing requirements because the Easement Area was inaccessible to FDEP and the ASSOCIATION; and

**WHEREAS**, the **OWNER** desires to leave the Improvements in place; and

**WHEREAS**, the FDEP will consider the ASSOCIATION in compliance with its licensing requirements if an agreement is entered into clearly permitting the FDEP and the ASSOCIATION to have unlimited access to the Easement Area; and

**WHEREAS**, this Agreement shall not be deemed an actual, constructive, or any other type of abandonment by the **CITY** or the ASSOCIATION of the Easement Area; and

**WHEREAS**, the **CITY** reserves the right at any time to utilize the Easement Area for its intended purposes; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party.

**NOW, THEREFORE**, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. The **CITY**, FDEP, and ASSOCIATION (collectively the “**BENEFICIARIES**”) shall assume no liability or responsibility for the Improvements and **OWNER** acknowledges and shall be responsible for the upkeep and maintenance of the Improvements, including any restorative work. The **BENEFICIARIES** shall have no liability or responsibility for any future partial or complete destruction or removal of the Improvements required to access the Easement or for the maintenance of structures therein.

3. Nothing in this Agreement relieves **OWNER** of any obligations imposed by the **CITY**'s Land Development Regulations or Code or Ordinances.

4. **OWNER** shall be permitted to maintain the Improvements in the locations and manner depicted in Exhibit "B", attached hereto and incorporated herein, until such time they are removed. Once the Improvements are removed, the Easement Area shall remain free and clear of any new improvements that hinder access.

5. The **BENEFICIARIES**, their officers, agents, employees, servants, designees, and appointees shall be allowed unlimited access to the Easement Area, including the enclosed portion, if any, at any time.

6. **OWNER** agrees to hold the **CITY**, its officers, agents, employees, servants, designees, and appointees harmless for any damage to the Improvements caused by the **CITY** in the regular course of the **CITY**'s maintenance responsibilities of the Easement Area and for the use of the Easement Area in the manner for which it is intended. It is understood that any cost for replacement or repair of the Improvements shall be the **OWNER**'s responsibility, and the **CITY** will not be held liable for any damage to the Improvements, subject to the restriction that once any improvement is removed from the Easement Area it will not be replaced.

7. **OWNER** shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend **CITY**, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney's fees and costs, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, **OWNER**, her employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all

claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against **CITY** by reason of any such claim, cause of action, or demand, **OWNER** shall, upon written notice from **CITY**, resist and defend such lawsuit or proceeding by counsel satisfactory to **CITY** or, at **CITY**'s option, pay for an attorney selected by the City Attorney to defend **CITY**. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

9. All notices required or allowed by this Agreement shall be delivered in person or mailed to the party at the following address:

CITY: City Manager  
City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, FL 33444

OWNERS: Rebecca Stiritz  
1260 S. Ocean Boulevard  
Delray Beach, Florida 33483

10. This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any proceeding initiated to enforce the provisions of this agreement shall be brought in the State or Federal courts located in Palm Beach County, Florida. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement, each party shall bear their own attorney's fees and costs, including appellate fees and costs. **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL**

**PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE  
TRANSACTIONS CONTEMPLATED HEREBY.**

12. The **CITY** hereby reserves the right to enforce this Agreement by pursuing any and all remedies provided by law or in equity. All of the remedies available to the **CITY** shall be cumulative, and the election to pursue any remedy shall not preclude the **CITY** from then or later pursuing any one or more other remedies.

13. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter of it.

14. This Agreement may not be amended, modified, altered, or changed in any respect, except by a further agreement in writing duly executed by each of the parties hereto with the same formality of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first written above.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: \_\_\_\_\_  
Alexis Givings, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to Form:

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

WITNESSES:

OWNERS:

Abbie Young  
Abbie Young  
(Print or Type Name)  
4806 N. Federal Hwy, E100, Boca Raton FL  
(Address) 33431

By: Rebecca Stiritz  
Print Name: Rebecca Stiritz  
Date: October 7, 2025

Linda L Brewer  
LINDA L. BREWER.  
(Print or Type Name)  
4806 N. Federal Hwy, E100, Boca Raton, FL  
(Address) 33431

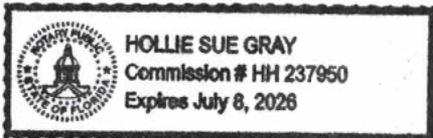
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of October, 2025, by Rebecca Stiritz.

Personally known \_\_\_ OR Produced Identification

Type of Identification Produced FL DL\* [REDACTED]



Hollie S. Gray  
Notary Public - State of FLORIDA

**Exhibit "A"**

Legal Description of the Property

Lot 1 of BANYAN 2020, according to the Plat thereof as recorded in Plat Book 131, Page 123, of the Public Records of Palm Beach County, Florida.

**EXHIBIT "B"**

