

## Temporary Access Agreement for Beach Renourishment Project on Hollywood Beach

This Temporary Access Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, between the City of Hollywood, a municipal corporation of the State of Florida, whose address is 2600 Hollywood Boulevard, Hollywood, Florida 33020 ("City"), and Melissa M. Grossman, as Trustee of the 501 S Surf Rd Trust dated June 20, 2024 and not individually, a private property owner, whose site address is 501 South Surf Road, Hollywood, Florida 33019 ("Owner") (each a "Party" and collectively referred to as the "Parties").

### RECITALS

A. City is the owner of the real properties located in Broward County, Florida described in Composite Exhibit A, consisting of the description and a map of the properties, attached hereto and made a part hereof ("City's Property").

B. The Owner will obtain a permit from the Florida Department of Environmental Protection ("FDEP") to place sand from the Owner's property on the public beach, which is the City's Property and provide a copy of the final permit application with all related addenda items.

C. The Owner will provide a copy of the approved Sediment, Quality Assurance/Quality Control plan approved by the FDEP.

D. The owner shall provide evidence demonstrating the sand material has been deemed clear from any contaminants, is environmentally safe and compatible with the existing beach sand material.

E. Owner desires temporary access on, over, across, and through the City's Property for the purpose of facilitating the placement of sand from the Owner's property.

F. City desires to grant such access to Owner in accordance with the terms set forth herein so that Owner may complete the work.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and such recitals are incorporated herein by reference.

2. Grant of Access. City hereby grants unto Owner, its contractors, subcontractors, consultants, and employees access on, over, across, and through the City's Property to perform sand placement as represented in Exhibit A and subject to final approval from the

Florida Department of Environmental Protection, City's project manager and designated Coastal Engineer.

3. Owner Obligations

- a. Specifically, the Owner is authorized to place sand from the Owner's property onto the beach areas denoted by the hatched area shown on the attached survey shown in Exhibit A.
- b. At the owner's expense, the City will engage the services of our coastal engineers to monitor all project activities including but not limited to sand shifting, stock piling and final placement in the approved location and any incidental uses necessary thereto, during the term of this Agreement as such term is hereinafter described.
- c. The owner shall provide proper notifications to the adjacent property owners regarding the nature of the work and planned activities in a proactive manner. Owner shall make every effort to address public concerns and where reasonable, make accommodations to minimize any impacts to adjacent property owners.
- d. The owner shall conduct a preconstruction meeting with the City to review project execution approach, logistics, traffic and public safety consideration prior to the beginning of any work activities.
- e. Owner should coordinate with the City's project manager all activities including temporary closure of Broadwalk, roads, and should obtain approvals with alternate measures to minimize impacts to public beach access including pedestrian and traffic.
- f. Where permits are required, such as Maintenance of Traffic, construction or other activities the owner should satisfy the requirements prior to performing any work activities.
- g. The City requires the Owner to clear and grub the to remove vegetation from the existing the property located at 501 South Surf Road, prior to commencement of sand excavation and sieve all sand with a 0.50-inch grizzly in a shaker deck.
- h. Under the guidance of the City's project manager and Coastal Engineer, the sifted sands shall be stockpiled and visually inspected for any debris, other foreign material, or excessive vegetative matter by the Owner's qualified engineer prior to its placement onto the beach.
- i. Owner will be responsible to mitigate any unacceptable material placed onto the beach. Any unacceptable material placed onto the beach inadvertently is subject to

remedial action at the discretion of the Florida Department of Environmental Protection (FDEP) and/or City of Hollywood mitigation requirements.

- j. Owner and its contractors, subcontractors, consultants, and employees are authorized to access the beach at the locations designated on the attached survey subject to approval by the City of Hollywood.

4. Term. The Agreement shall be effective as of the date it is fully executed by the Parties ("Effective Date") and shall continue until November 1, 2027, or the sand placement is completed, whichever occurs first.

5. Obligation to Restore. If the City's Property or any property located thereon is damaged, within the City's sole judgment, by Owner or Owner's contractors, subcontractors, consultants, or employees as a result of their entry upon or use of the City's Property, Owner shall, at its expense, promptly and with due diligence restore and repair the damaged portion(s) of the City Property to the same condition as existed prior to Owner's use of the City's Property.

6. Termination. This Agreement may be terminated:

- a. By either Party with at least sixty (60) calendar days advance written notice to the other Party.
- b. For cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If City erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience in accordance with Section 7.

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the City Manager to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by City due to Owner's failure to comply with any term(s) of this Agreement.

7. Termination. This Agreement may be terminated with or without cause, by either Party with at least sixty (60) calendar days advance written notice to the other Party. Notice of termination shall be provided in accordance with the "Notice" section of this Agreement.

8. Insurance. Prior to any of the Owner's contractor, subcontractor, or consultant using the City's Property, Owner shall require such contractor, subcontractor, or consultant to provide insurance coverage with minimum limits of coverage indicated below:

Such policy shall be issued by companies authorized to do business in the State of Florida, with an AM Best financial rating of A- or better.

Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The City of Hollywood shall be named as an additional insured in the Descriptions of Operations box.

Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The City of Hollywood shall be named as an additional insured in the Descriptions of Operations box.

Workers' Compensation insurance coverage in compliance with Florida Statutes. Policy shall include employers' liability with minimum limits of  
\$500,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$500,000 Bodily Injury by Disease, each employee

Applicant's contractor shall furnish to the City, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above.

Coverage is not to cease and is to remain in full force and effect until all performance required of Applicant's contractor is completed.

The City of Hollywood must be the certificate holder per the following format:  
City of Hollywood (nothing else on this line)  
Design and Construction Management  
2207 Raleigh Street  
Hollywood FL 33022 USA

9. **Governmental Immunity and Liability.** Owner shall at all times hereafter indemnify, hold harmless the City and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, or their officers, agents, servants, and employees (collectively and individually "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Owner, its employees, agents, contractors, subcontractors, consultants, workers, 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 an Indemnified Party 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 City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

10. Disruption. City will require all contractors, subcontractors, and consultants to utilize their best efforts to minimize impacts and disruption to City's Property and surrounding areas.

11. Notice. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. Notice shall be deemed given on the day on which personally delivered; or, if, by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. For the present, the Parties designate the following:

For Owner:

Mr. Joseph Kaller  
Kaller Architects2417  
Hollywood Boulevard, Hollywood, FL 33020

For City:

City Manager  
George Keller  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, FL 33020

12. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

14. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

15. Further Assurances. The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

16. Amendments. Unless expressly authorized herein, no modification, amendment, or alternation of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the City and Owner.

17. Survival. Either Party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable but shall expire upon expiration of the statute of limitation as to that particular matter.

18. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither that Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties shall not have the right to bind either Party to any obligation not expressly undertaken by that Party under this Agreement.

19. Third Party Beneficiaries. Neither Party intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

20. Assignment. Neither this Agreement nor any right or interest herein may be assigned by either Party without the prior written consent of the other Party. This provision shall not be construed to prohibit Owner from allowing others performing services for Owner related to the sand placement, to use the City's Property; such use, however, shall not confer any right of the other Party to claim any rights under this Agreement. If a Party violates this provision, the other Party shall have the right to immediately terminate this Agreement.

21. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

22. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

23. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

24. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

25. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

26. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

27. Incorporation by Reference. The attached exhibits are incorporated into and made a part of this Agreement.

28. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force

Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement.

29. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

(The remainder of this page is intentionally left blank.)



IN WITNESS WHEREOF, the Parties hereto have made and executed this Temporary Access Agreement for the sand placement on Hollywood Beach on the respective dates under each signature.

OWNER

Melissa M. Grossman, as Trustee of the  
501 S Surf Rd Trust dated June 20, 2024

Melissa M. Grossman, Trustee

Date: 9/11/2025

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA )

The foregoing instrument was acknowledged before me by means of X physical presence or N/A online notarization, this 11<sup>th</sup> day of September, 2025, by MELISSA M. GROSSMAN, a private individual. She is personally known to me or has produced N/A (type of identification) as identification.

Emily Krohn  
Signature

Emily Krohn, Notary Public  
Name and Title

1089762  
Commission Number

Commonwealth of Pennsylvania - Notary Seal  
Emily M. Krohn, Notary Public  
Philadelphia County  
My Commission Expires July 2, 2029  
Commission Number 1089762

**Temporary Access Agreement for Sand Placement on Hollywood Beach**

**CITY**

THE CITY OF HOLLYWOOD, a municipal  
corporation of the State of Florida

By: \_\_\_\_\_  
Josh Levy, Mayor

ATTEST:

Date: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

\_\_\_\_\_  
Stephanie Tinsley, Director of Financial Services

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Damaris Henlon, City Attorney

**Exhibit A**  
**City's Property**

**SAND PLACEMENT LOCATION:**

The sandy beach above the seasonal high-water line with dimensions of approximately 313.8 feet by 161.5 ft. No sand shall be placed within 20 feet of the Broward County dune project.

**BEACH ACCESS LOCATIONS:**

- The eastern street end of Jackson Street

**STORING AND STAGING AREAS:**

The Kantesaria property located at 501 South Surf Road, Hollywood, Florida