

RESOLUTION NO.

R-2025-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED RIGHT OF WAY LICENSE AGREEMENT BETWEEN STEPHEN AND JODI STRALEY AND THE CITY OF HOLLYWOOD, AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SIGN OUTSIDE AGENCY PERMIT APPLICATIONS FOR SEAWALL CONSTRUCTION ADJACENT TO 5409 NORTH SURF ROAD, IN THE CITY RIGHT OF WAY RECONSTRUCTING AND EXTENDING THE EXISTING SEAWALL AND REQUIRING THE SEAWALL TO BE MAINTAINED IN PERPETUITY.

WHEREAS, in the early 1950's, together with the two southerly adjacent owners, the original owner of 5409 North Surf Road ("Property") constructed a seawall protecting the southern portion of the Property and a return wall back to the home's foundation system; and

WHEREAS, the seawall was constructed on the east seaward edge of the unimproved public right-of-way, as described in Exhibit "A", providing upland protection to the southern half of the Property; and

WHEREAS, the home was later expanded to the north leaving this portion of the Property unprotected; and

WHEREAS, the current owners, Stephen J. Straley and Jodi L. Straley ("Owners"), have a desire to rebuild and expand the seawall to protect the entire Property; and

WHEREAS, the Owners will obtain all necessary permits to remove and reconstruct the existing seawall and extend this structure to the northern corner of the Property, at their expense and will also maintain the entire seawall in perpetuity; and

WHEREAS, a City Right-of-Way License Agreement will be required for this work along with other agency permits and the City will be the licensee for those permits; and

WHEREAS, the Right-of-Way License Agreement will require liability insurance, and will indemnify and hold harmless the City, along with other terms and conditions specified in said Agreement; and

WHEREAS, the City and the public shall continue to have unimpeded and unrestricted access to the unimproved public right-of-way, except during construction of the seawall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the execution by the appropriate City Officials, of the attached Right of Way License Agreement between the Owners and the City, together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney.

Section 2: That it hereby approves and authorizes execution of all applicable permitting documents by the appropriate City Officials and/or the Owners.

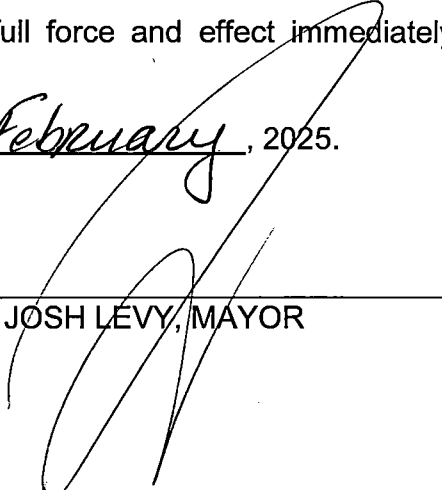
Section 3: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 19 day of February, 2025.

ATTEST



PATRICIA A. CERNY, MMC
CITY CLERK



JOSH LEVY, MAYOR

APPROVED AS TO FORM:



DAMARIS HENLON
INTERIM CITY ATTORNEY

RIGHT OF WAY LICENSE AGREEMENT

THIS RIGHT OF WAY LICENSE AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2025 (“**Effective Date**”), amongst the **CITY OF HOLLYWOOD**, a municipal corporation located of the State of Florida (“**City**”) and **Stephen J. and Jodi L. Straley**, a married couple in the State of Florida (“**Applicant**”).

RECITALS

WHEREAS, the City is a jurisdiction that owns and controls right-of-way, including unimproved right-of-way located in the City (“**Right-of-Way**”); and

WHEREAS, the Applicant owns real property as a primary home at 5409 N. Surf Road, (“**Home**”) and the 1950’s seawall was built along the east portion of unimproved right-of-way described in the attached **Exhibit “A”** with a return to the home’s foundation protecting only the southern portion of the house, has reached its end of life; and

WHEREAS, the Applicant desires to replace the existing seawall and extend it north to the end of the Home with a return wall to the northeast corner of the property; and

NOW THEREFORE, in consideration of the payments, promises, covenants and undertakings hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. RECITALS. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are incorporated into this Agreement.
2. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided below.
3. USE OF RIGHT-OF-WAY. City grants the Applicant the non-exclusive access and use of the Right-of-Way for the purpose(s) of constructing the improvements as detailed in the attached **Exhibit “B”** (the “Improvements”). The Right-of-Way shall not be used for any other purpose whatsoever without written amendment of this Agreement. Applicant shall not have exclusive use of the of the Right-of-Way and shall not be used in any manner which will violate any laws or regulations of any governmental entity or agency.
 - 3.1 Applicant shall submit plans for the installation of the Improvements to the City through the Building Permit Process and shall not install the Improvements until written approval and all applicable permits are obtained from City and all applicable outside agencies.
 - 3.2 City, its agents or authorized employees, and the public shall continue to have unimpeded and unrestricted access to the Right-of-Way at any and all times.

- 3.3 The Applicant and successors hereby acknowledge, affirms and agrees that it shall be responsible for the ongoing maintenance and repair of the Improvements upon Applicant's completion of construction at its sole cost and expense.
- 3.4 The obligations of Applicant as set forth in this Agreement may be performed by Applicant through the use of its employees, or Applicant may enter into a contract with a third party to perform the services. In the event Applicant contracts with a third party, it shall remain fully responsible and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein and with all applicable codes, regulations and laws. In the event that Applicant retains a third party to perform services, Applicant shall provide City documentation prior to the commencing of such services and such contract shall include indemnification language to protect the City as set forth in subsection 6.3 of this Agreement.
- 3.5 The Applicant shall not construct, install or maintain an equipment or obstructions upon the Right-of-Way, except as set forth in the approved plans and permit for the specific Improvements outlined in Exhibit "B".
- 3.6 The Right-of-Way shall remain open and unobstructed for public access unless the City Engineer and/or Building Official determine otherwise.
4. COMPENSATION. No payment to the City shall be made by the Applicant for the rights, privileges, and obligations granted or undertaken in this Agreement except the appropriate and applicable permit fees.
5. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered, without written consent of the city, except to successors or assignees taking title to Home.
6. INDEMNIFICATION OF CITY.
- 6.1 In consideration for use of the City's Right-of-Way, the entering of this Agreement by Applicant and other good and valuable consideration, Applicant shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this License Agreement for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the premises for the construction of the Improvements for which this Agreement is entered into, or by the actions of their agents, employees, and/or invitees, and from and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof

and the defense of any action or proceeding brought thereon and order, judgment or decree which may be entered in any such action proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this License Agreement. Nothing in this License Agreement shall be construed to affect in any way the Licensor's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes.

- 6.2 In consideration for use of the City's Right-of-Way, the entering of this Agreement by the Applicant and other good and valuable consideration, the Applicant shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this License Agreement for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the premises relating to the ongoing maintenance and repair of the Improvements for which this Agreement is entered into, or by the actions of their agents, employees, and/or invitees, and from and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and order, judgment or decree which may be entered in any such action proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this License Agreement. Nothing in this License Agreement shall be construed to affect in any way the Licensor's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes.

- 6.3 In the event that Applicant contract with a third party to perform their obligations under this Agreement, the following indemnification provision shall be included in the respective contract and a copy of the contract provided to the City: Contractor for good and valuable consideration, shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this License Agreement for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the premises relating to the ongoing maintenance and repair of the Improvements under the License Agreement entered into by the Applicant and City and for which Contractor has been retained to perform such services, or by the actions of their agents, employees, and/or invitees, and from and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection

with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and order, judgment or decree which may be entered in any such action proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this License Agreement. Nothing in this License Agreement shall be construed to affect in any way the Licensor's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statute

- 6.4 The provisions of this article shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE.

- 7.1 Applicant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverage set forth in this article, in accordance with the terms and conditions required by this article.
- 7.2 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. Applicant shall specifically protect City by naming "City" as an additional insured under the Commercial General Liability Insurance policy and Business Automobile Policy as described below.

Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) per aggregate with a combined single limit for bodily injury, personal injury, and damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:

- A. Premises and/or Operations
- B. Contractual Liability
- C. Broad Form Property Damage
- D. Independent Contractors
- E. Personal Injury
- F. Explosion/Collapse/Underground Hazard

- 7.3 Applicant shall provide to the City proof of insurance in the form of Certificates of Insurance and Endorsements, Declarations pages or policies as required by this article upon execution of this Agreement. The City shall be named Certificate Holder. Proof of coverage renewal shall be provided upon expiration of any insurance policy/ies evidencing coverage in continuous force throughout the term of this Agreement.

The City of Hollywood shall be named as an additional insured in the Description of Operations box.

The City of Hollywood must be the certificate holder per the following format:
City of Hollywood (Nothing else on this line)
Department Name & Room # (if applicable)
Department Address
Department Address

- 7.4 In the event that Applicant contracts with a third party to perform any of Applicant's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

7.4.1. Commercial General Liability insurance with minimum limits of Three Million Dollars (\$3,000,000) per occurrence and per aggregate with a combined single limit for bodily injury, personal injury, and property damage. The City of Hollywood shall be named as an additional insured in the Description of Operations box.

7.4.1 Business Automobile Liability insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage. The City of Hollywood shall be named as an additional insured in the Description of Operations box.

7.4.2 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

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

7.4.4 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)
Department Name & Room # (if applicable)
Department Address
Department Address

8. Applicant shall furnish City with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

9. NOTICES.

Whenever any Party desires to give notice to the others, 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 acknowledgement 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 article. For the present, the Parties designate the following:

As to the City:

Andria Wingett
Director of Development Services
2600 Hollywood Boulevard
Library Building, 2nd Floor
Hollywood, Florida 33020

As to the Applicant:

Stephen J. and Jodi L Straley
5409 Surf Road
Hollywood, Florida 33019

10. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.

11. TERMINATION OF AGREEMENT.

11.1 This Agreement may be terminated for cause by City if Applicant, breach any obligations under this Agreement and have not corrected the breach within 30 calendar days after receipt of written notice identifying the breach. City may cause such breach to be corrected and invoice the breaching party or parties for the costs of the correction or may terminate this Agreement. If City opts to correct the breach and invoice the breaching party or parties for the costs of correction, the invoiced party or parties (as applicable) shall pay such invoice within 30 calendar days after receipt. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at City's sole election, be deemed a termination for convenience, which shall be effective 30 calendar days after such notice of termination for cause is provided.

11.2 This Agreement may also be terminated by the City upon such notice as the City deems appropriate if the City reasonably determines that termination is necessary for any public right-of -way purposes, or to protect the public health or safety. Termination under this section shall be effective on the date City provides notice of such termination.

11.3 shall remove, at its expense, the above listed Improvements and shall restore the land to the same condition as existed prior to the maintenance, use repair, or replacement

of the Improvements by Licensee or its predecessors in interest, within 30 days of the expiration or termination of this License Agreement unless a new License Agreement is entered into with the Licensor; and if Licensee fails to comply with this condition, Licensor shall have the right to remove such Improvements without notice, and charges for the removal and restoration of the licensed premises shall be a lien upon the property located at 5409 North Surf Road, Hollywood, Florida.

12. COMPLIANCE WITH LAWS. Applicant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations related to the use of Right-of-Way.
13. 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. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward City, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
14. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way 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.
15. EXHIBITS. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.
16. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

17. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and the Applicant.
17. TERMINATION. This Agreement shall be binding upon both the Applicant's successors, transferees, unit owners, and administrators and shall be enforceable in a court of law upon Applicant, and their heirs, successors and assigns and all other parties claiming under them until such time as this Agreement is terminated or expires. The Applicant shall provide all unit owners with a copy of this Agreement.
18. RECORDATION. This instrument shall be recorded in the Public Records of Broward County, Florida, and shall be in effect until terminated.

[THIS SPACE LEFT INTENTIONALLY BLANK]

RIGHT OF WAY LICENSE AGREEMENT

APPLICANT

ATTEST:

Stephen J. Straley

Secretary

Signature

(Print/Type Name)

(Print/Type Name and Title)

OR

_____ day of _____ 20__.

WITNESSES:

Jodi L. Straley

Signature

Signature

Print/Type Name

(Print/Type Name and Title)

Signature

____ day of _____ 20__.

Print/Type Name

STATE OF

)

) SS

CITY OF

)

BEFORE ME, the foregoing instrument was acknowledged by

_____, the _____ of _____

who is personally known to me or who produced

as identification,

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me, by means of _____
physical presence or _____ online notarization, this _____ day of _____, 2025.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name:

RIGHT OF WAY LICENSE AGREEMENT

City of Hollywood, a municipal corporation
of the State of Florida

By: _____
Josh Levy, Mayor

ATTEST:

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:

Damaris Henlon
Interim City Attorney

EXHIBIT "A"
(Legal Description of Property)

EXHIBIT "B"

Plans and Specifications for Right-of-Way Improvements

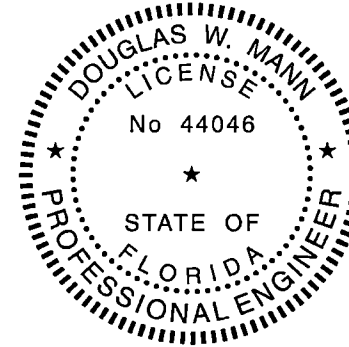
STEPHEN AND JODY STRALEY RESIDENCE. SEAWALL REPLACEMENT AND EXTENSION 5409 N. SURF ROAD HOLLYWOOD, FLORIDA 33019



INDEX TO SHEET	
CV-1	COVER SHEET
S-1	SURVEY
EC-1	EXISTING CONDITIONS
PV-1&2	PLAN VIEW
DT-1	DETAILS



PROJECT LOCATION DETAIL: NOT TO SCALE



Douglas W Mann Digitally signed by Douglas W Mann
Date: 2024.08.13 17:07:24 -04'00'

This item has been digitally signed and sealed by Douglas W. Mann, P.E. on the specified date using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

DOUGLAS W. MANN, P.E. NO. 44046

Douglas W Mann

DATE

Aptim Environmental & Infrastructure, LLC
6401 CONGRESS AVENUE SUITE 140
BOCA RATON, FLORIDA 33487
www.aptim.com
P.O. BOX 394-003
FAX (954) 394-0116
C.O.A. FL #9317
C.O.A. LA #2531

REVISIONS	No.	Date	Description

Checked by JAL	Designed by JAL	Reviewed by JAL	Drawn by JAL	Scale AS NOTED

STEPHEN STRALEY RESIDENCE
BEACH SEAWALL REPLACEMENT
COVER SHEET

DRAWING NO.

CV-1

SHEET 1 OF 6



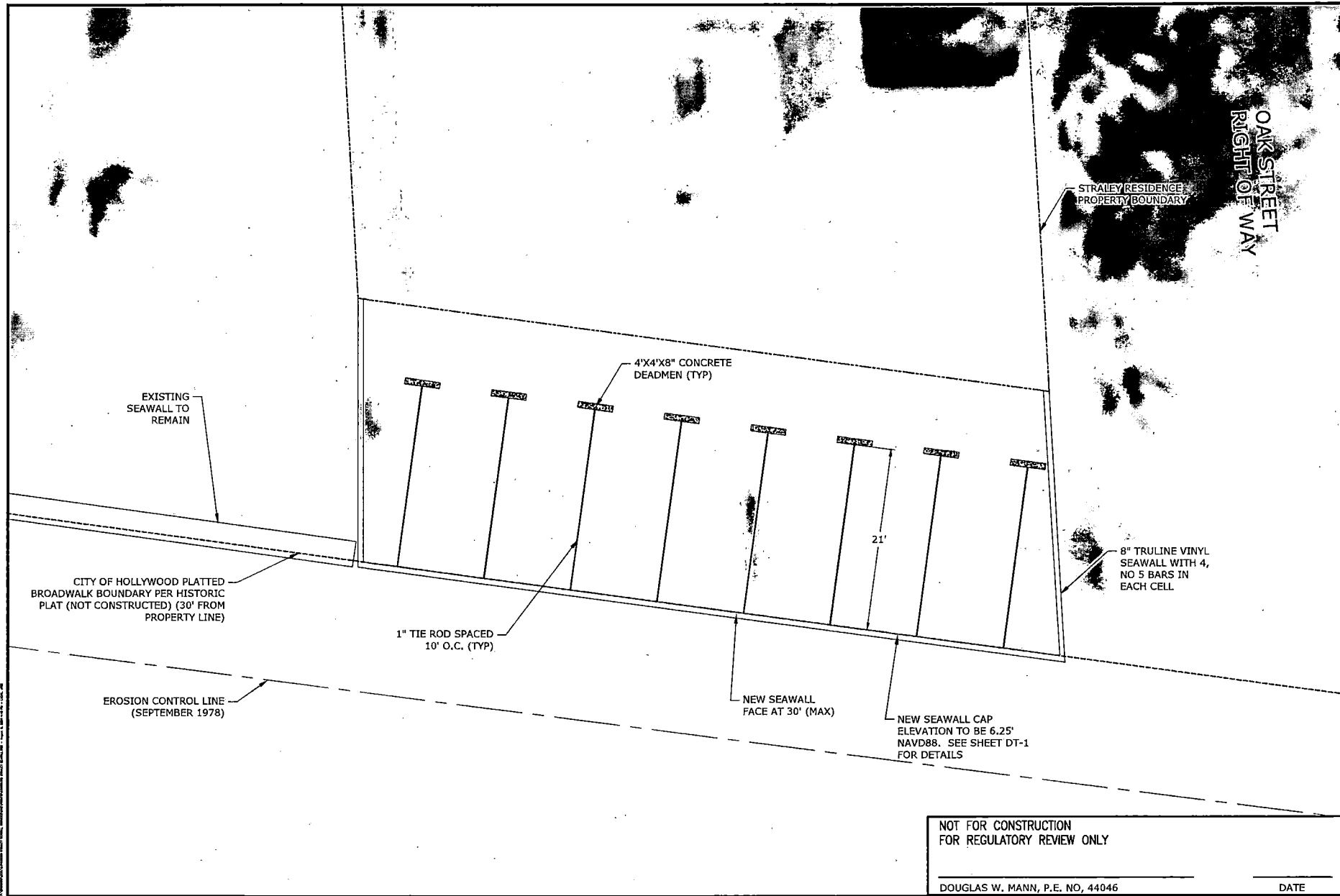
NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

DOUGLAS W. MANN, P.E. NO. 44046

DATE

Apim Environmental & Infrastructure, LLC 580 CONGRESS AVENUE, SUITE 140 BOCA RATON, FL 33432 PH: (561) 391-8102 FAX: (561) 391-8116 COA: FL #9317 CCA: LA #9301		REVISIONS <table border="1"> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		No.	Date	Description									
		No.	Date	Description											
Drawn by: JEB Checked by: DM Date: 10/16/24 Scale: 1" = 30' Comp. No.: 155769	Survey Stephen Straley Residence Beach Seawall Refinement														
DRAWING NO. S-1		SHEET 2 OF 6													





NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

DOUGLAS W. MANN, P.E. NO. 44046

DATE

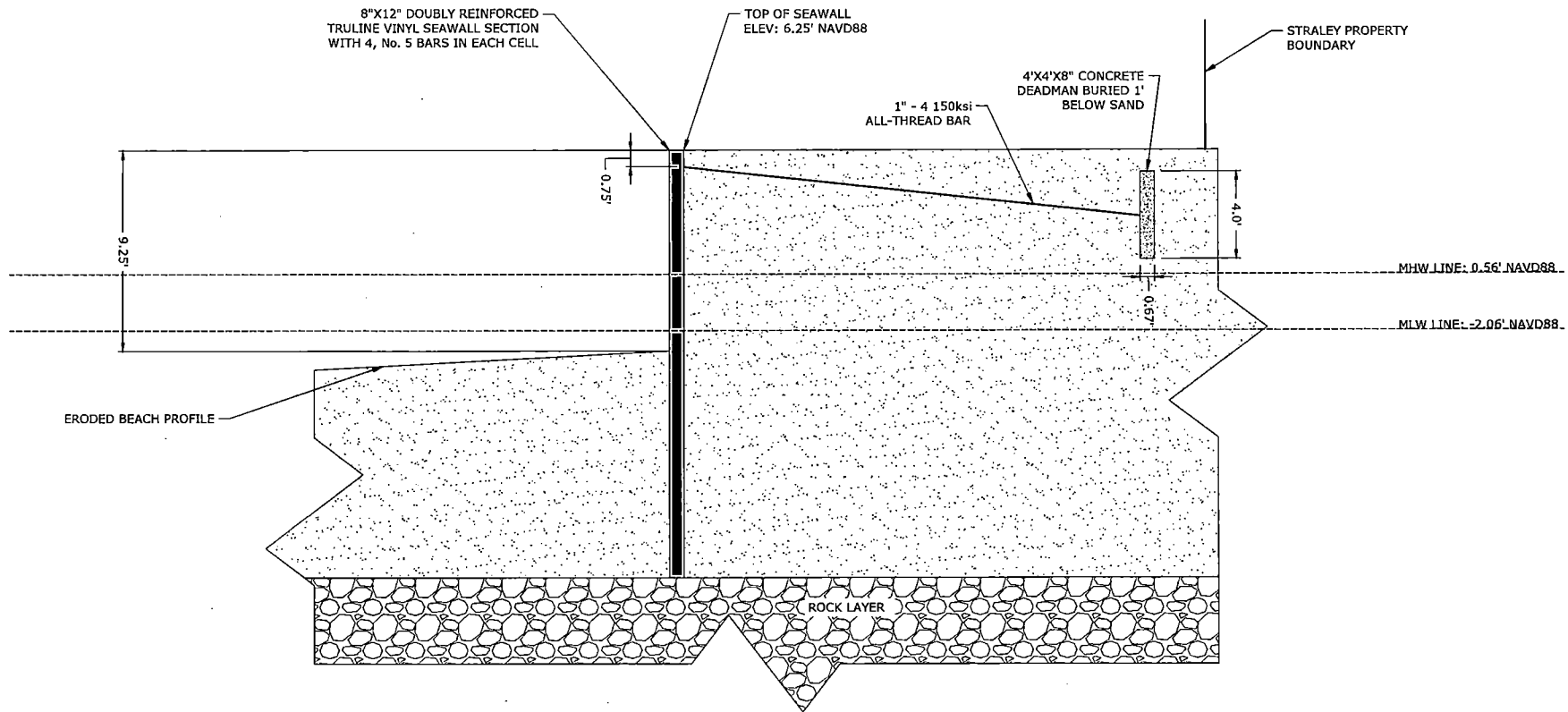
Aptim Environmental & Infrastructure, LLC
 8401 CONGRESS AVENUE, SUITE 140
 BOCA RATON, FLORIDA 33487
 www.aptim.com
 PLY (601) 351-0192
 FAX (601) 351-0116
 C.O.A. FL #9317
 C.O.A. LA #2931

REVISIONS	DATE	DESCRIPTION

DESIGNED BY	CHECKED BY
JAL	DM
DRAWN BY	REVIEWED BY
DM	DM
DATE	DATE
8/9/24	8/15/24
SCALE	SCALE
1" = 10'	1" = 10'

STEPHEN STRALEY RESIDENCE
BEACH SEAWALL REPLACEMENT
PLAN VIEW ENLARGEMENT

DRAWING NO.
PV-2
SHEET 5 OF 6



NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

DOUGLAS W. MANN, P.E. NO. 44046

DATE

Aptim Environmental & Infrastructure, LLC

PH: (851) 381-8102
FA: (851) 381-9116
COA: FL #9317
CSPA Lic #2337

8001 CONGRESS AVENUE, SUITE 140
DADE COUNTY, FL 33108
www.aptim.com

REVISIONS	No.	Date	Description

Designed by	Checked by
Drawn by	Reviewed by
Date	Date
Scale	Scale
Proj. No.	Comm. No.
11-11	155789

STEPHEN STRALEY RESIDENCE
BEACH SEAWALL REPLACEMENT
PLAN VIEW ENLARGEMENT

DRAWING NO.

DT-1

SHEET XX OF 6