

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 that 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 parallel the end of the Home’s north property line with a return wall to the northeast corner of the property.

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 and maintaining 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 any 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 negligent or willful 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 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 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 negligent or willful 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 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 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:

7.2 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.

7.2.1 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, property damage, including products and completed operations with coverage for the duration of construction. The City of Hollywood shall be named as an additional insured in the Description of Operations box.

7.2.2 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.

7.2.3 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

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

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

7.2.6 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 prior to the start of construction. 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 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. 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

9. 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.

10. TERMINATION OF AGREEMENT.

10.1 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.

10.2 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.

10.3 The Applicant or its successors shall remove, at its expense, the above listed Improvements and shall restore the land to appropriate conditions, as reasonably determined by the City 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.

11. 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.
12. 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.**
13. 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.

14. EXHIBITS. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.
15. 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.
16. 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 _____

Print/Type Name _____ day of _____ 20__.

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.

(SEAL) NOTARY PUBLIC:
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
City Attorney

EXHIBIT "A"
(Legal Description of Property)

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
 DAVIE, FLORIDA 33314
 CERTIFICATE OF AUTHORIZATION : LB # 6448
 PHONE (954)689-7766 EMAIL: OFFICE@CSASURVEY.NET

PROJECT NUMBER : 10247-24

CLIENT :
 STEPHEN STRALEY

LAND DESCRIPTION AND SKETCH

LAND DESCRIPTION:

A PORTION OF A 30 FOOT RIGHT OF WAY (CONCRETE BROADWALK) LYING EAST OF AND ADJACENT TO LOTS 18 AND 19, BLOCK 193 OF "HOLLYWOOD CENTRAL BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 20(A), OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 19;

THENCE NORTH 86°52'11" EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 30.55 FEET;

THENCE SOUTH 07°44'56" WEST ALONG THE EAST LINE OF SAID PLATTED 30 FOOT RIGHT OF WAY (CONCRETE BROADWALK), A DISTANCE OF 80.00 FEET;

THENCE SOUTH 86°52'11" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 30.55 FEET;


THENCE NORTH 07°44'56" EAST ALONG THE EAST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA; CONTAINING 2,400 SQUARE FEET MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON COASTAL CONSTRUCTION CONTROL LINE AS SHOWN ON MISC. P.B. 6, PG. 10, B.C.R. BETWEEN POINTS T-101 AND T-102 SAID LINE BEARS SOUTH 06°00'35" WEST.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN JANUARY, 2025. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: 
 RICHARD E. COUSINS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	01/14/25	----	AM	REC

LAND
 DESCRIPTION &
 SKETCH FOR
 RIGHT-OF-WAY
 LICENSE
 AGREEMENT

ADDRESS:
 5409 N SURF ROAD

SCALE: N/A

SHEET 1 OF 2

COUSINS SURVEYORS & ASSOCIATES, INC.

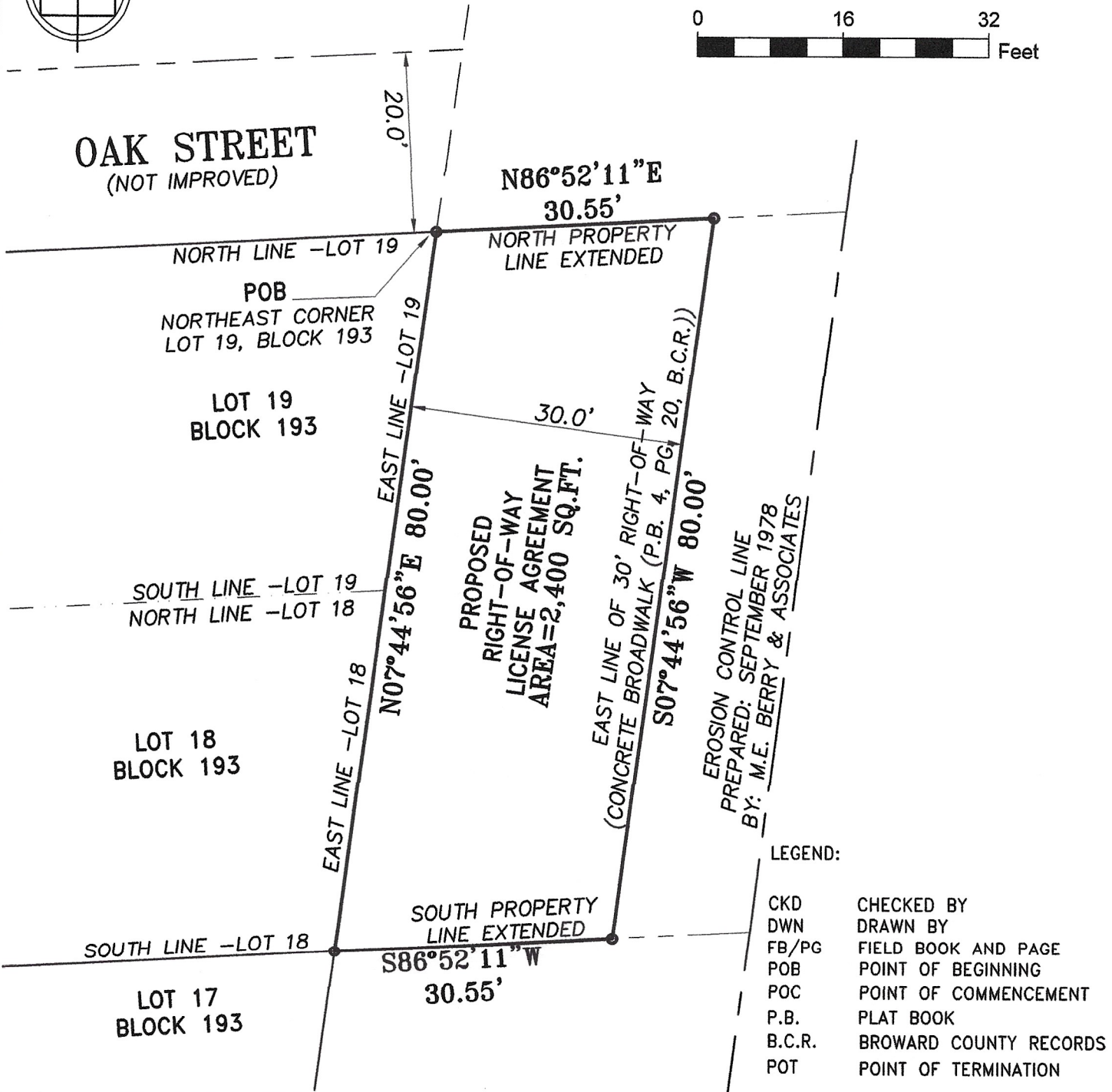
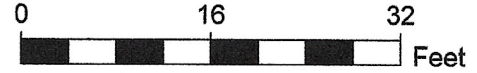
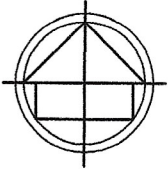


3921 SW 47TH AVENUE, SUITE 1011
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 CERTIFICATE OF AUTHORIZATION : LB # 6448
 PHONE (954)689-7766 EMAIL: OFFICE@CSASURVEY.NET

PROJECT NUMBER : 10247-24

CLIENT :
 STEPHEN STRALEY

LAND DESCRIPTION AND SKETCH



REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	01/14/25	----	AM	REG

LAND DESCRIPTION & SKETCH FOR RIGHT-OF-WAY LICENSE AGREEMENT

ADDRESS:
 5409 N SURF ROAD

SCALE: 1" = 16'

SHEET 2 OF 2

EXHIBIT "B"

Plans and Specifications for Right-of-Way Improvements

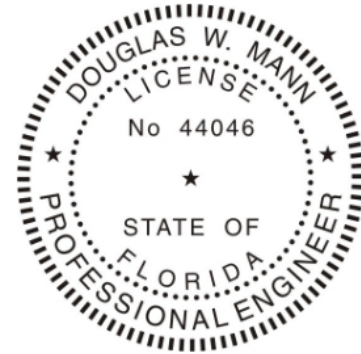
STEPHEN AND JODY STRALEY RESIDENCE.
SEAWALL REPLACEMENT AND EXTENSION
5409 N. SURF ROAD
HOLLYWOOD, FLORIDA 33019



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
PH: (850) 391-5102
10000 N. W. 11th St
BOCA RATON, FLORIDA 33487
C.O.A. FL #89317
C.O.A. LA #2531
www.aptim.com

REVISIONS	No.	Date	Description

Prepared by	Checked by	Drawn by	Reviewed by
DM	DM	DM	DM

STEPHEN STRALEY RESIDENCE
BEACH SEAWALL REPLACEMENT
COVER SHEET

DRAWING NO.
CV-1
SHEET 1 OF 6



Aptim Environmental & Infrastructure, LLC
 6401 CONGRESS AVENUE, SUITE 140
 BOCA RATON, FLORIDA 33487
 PH: (561) 394-8155
 FAX: (561) 394-8116
 C.O.A. FL #9317
 C.C.A. LA #2531
 www.aptim.com

NO.	Date	Description

STEPHEN STRALEY RESIDENCE BEACH SEAWALL REPLACEMENT SURVEY

Prepared by	JUL 2015
Checked by	DM
Drawn by	DM
Scale	AS SHOWN
Date	7/22/14
Client	NO. 155769
Project	PT 1 - 50'

DRAWING NO. S-1

SHEET 2 OF 6

8"X12" DOUBLY REINFORCED
TRULINE VINYL SEAWALL SECTION
WITH 4, No. 5 BARS IN EACH CELL

TOP OF SEAWALL
ELEV: 6.25' NAVD88

STRALEY PROPERTY
BOUNDARY

4'X4'X8" CONCRETE
DEADMAN BURIED 1'
BELOW SAND

1" - 4 150ksi
ALL-THREAD BAR

9.25'

0.75'

4.0'

0.67'

MHW LINE: 0.56' NAVD88

MLW LINE: -2.06' NAVD88

ERODED BEACH PROFILE

ROCK LAYER

NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

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

DATE

Aptim Environmental & Infrastructure, LLC
 6401 CONGRESS AVENUE, SUITE 140
 BOCA RATON, FLORIDA 33487
 www.aptim.com
 PH: (561) 391-8100
 FAX: (561) 391-8100
 C.O.A. # 9317
 C.O.A. LA #2331

REV	DATE	DESCRIPTION

Prepared by	Checked by	Drawn by
Reviewed by		
Scale		

STEPHEN STRALEY RESIDENCE
BEACH SEAWALL REPLACEMENT
PLAN VIEW ENLARGEMENT

DRAWING NO.
DT-1
SHEET xx OF 6