

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 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 in Article 10 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 Parmit 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 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, except to successors or assignees taking title to Home, with written consent of the City.
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 Association and other good and valuable consideration, the Association 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 and/or Association 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 Association 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 and Association 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 and Association 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.

- 7.4 In the event that Applicant and/or Association contracts with a third party to perform any of Applicant's or Association'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 One Million Dollars (\$1,000,000) per occurrence and per aggregate with a combined single limit for bodily injury and property damage.
 - 7.4.2 Business Automobile Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage.
 - 7.4.3 Workers' Compensation insurance coverage in compliance with Florida Statutes. Policy shall include employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000).
 - 7.4.4 Applicant's and/or Association's contractor shall list "City", Applicant and/or Association as additional insureds on the Commercial General Liability policy and upon request, shall furnish to the City, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above.
 - 7.4.5 Coverage is not to cease and is to remain in full force and effect until all performance required of Applicant's and/or Associations' contractor is completed.
- 7.5 Applicant and/or Association shall furnish City with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

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 Service
2600 Hollywood Boulevard, 4th Floor
Hollywood, Florida 33020

As to the Applicant:

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

As to the Association:

N/A

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, Association, or both, 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 Association 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 [REDACTED], Hollywood, Florida.

11. COMPLIANCE WITH LAWS. Applicant and Association 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, Applicant, and Association.
17. This Agreement shall be binding upon both the Applicant's and Association's successors, transferees, unit owners, and administrators and shall be enforceable in a court of law upon Applicant, Association, and their heirs, successors and assigns and all other parties claiming under them until such time as this Agreement is terminated or expires. The Association shall provide all unit owners with a copy of this Agreement.
18. The provisions of this instrument shall become effective upon their recordation in the Public Records of Broward County, Florida, and shall continue in effect until terminated.

[THIS SPACE LEFT INTENTIONALL BLANK]

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APPLICANT

ATTEST:

Stephen J. and Jodi L Straley

Secretary

By

(Print/Type Name)

(Print/Type Name and Title)

(Corporate Seal)

_____ day of _____ 20__.

OR

WITNESSES:

Signature

Print/Type Name

Signature

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:

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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 & Legal Sufficiency
for the use and reliance of the City of
Hollywood, Florida, only.

Damaris Henlon
City Attorney

EXHIBIT "A"
(Legal Description of Property)

EXHIBIT "B"

Plans and Specifications for Right-of-Way Improvements