

## RIGHT OF WAY LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Hollywood, a municipal corporation of the State of Florida, (hereinafter "**Licenser**") and the National Ben Gamla Charter School Foundation, a Florida corporation, (hereinafter "**Licensee**"), having an address at 2620 Hollywood Boulevard, Hollywood, Florida, 33020 and 2650 Van Buren St., Hollywood, Florida 33020.

### WITNESSETH:

1. Licensee is tenant of the following described property, to-wit:

The East 25.00 Feet of Lot 19, and all of Lots 20, 21 and 22, Block 29, HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 1, Page 26, of the Public Records of Broward County, Florida.  
(the "**Property**").

2. Licenser grants to Licensee, subject to the terms and conditions hereinafter set forth, the use of the following described public lands, to-wit (Exhibit "A"):

COMMENCE AT THE NORTHEAST CORNER OF LOT 22, BLOCK 29 OF HOLLYWOOD LITTLE RANCHES, IN SECTION 16, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S87°54'43"W, ALONG THE NORTH LINE OF SAID LOT 22, ALSO KNOWN AS THE SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET FOR A DISTANCE OF 52.88 FEET TO THE POINT BEGINNING; THENCE S63°07'16"W FOR A DISTANCE OF 16.29 FEET TO A POINT; THENCE S87°54'43"W FOR A DISTANCE OF 93.73 FEET TO A POINT; THENCE N67°17'51"W FOR A DISTANCE OF 16.29 FEET TO A POINT LOCATED ON SAID SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET; THENCE N87°54'43"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET FOR A DISTANCE OF 123.32 FEET TO THE POINT OF BEGINNING. SAID LAND SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 742 SQUARE FEET MORE OR LESS.

(the "**Roadway**");

to be utilized solely by Licensee for the application of a school bus lane for pick up and drop off, as more specifically described in the specifications attached hereto as Exhibit "B", to the **Roadway** to further identify the bus lane location beyond recognized pavement marking standards.

3. Licensee shall maintain, at their sole expense during the term of this Agreement, Public Liability Insurance covering public lands, as well as the resultant uses thereof, naming the City as an additional insured, in an amount not less than \$500,000 bodily injury liability, \$500,000 personal injury liability, and \$500,000 property damage liability, for each occurrence. Such policy shall require 30 days' written notice to City prior to any change in coverage becoming effective. Licensee shall furnish Licensor with proof of such insurance prior to the execution of this Agreement. Proof of current insurance shall be provided to the City on or before each Anniversary Date. A failure to provide the certificate of insurance in a timely fashion shall result in a termination of this Agreement pursuant to paragraph 9 herein.

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

5. Licensee shall pay taxes, including ad valorem taxes, which may become due upon the licensed premises.

6. Licensee shall not assign or sublet this Agreement.

7. This License shall only be valid as long as the special pavement surfacing remains in existence. Upon removal of the special surfacing and restoration of the asphalt pavement surfacing (**Roadway**), this License Agreement shall automatically

terminate. Upon any early termination of this License, Licensee must remove the special pavement surfacing and restore the **Roadway** to its original condition, or better.

Licensee shall keep in operative force and effect throughout the term of this Agreement a bond or other security in the amount of \$10,000.00, (the "**Security**") representing the estimated site restoration costs of the **Roadway** associated with removal of the special pavement surfacing.

Licensee shall obtain proper permits before constructing or modifying the surfacing during the term of the Agreement, and shall be responsible for maintaining the surface in good condition throughout the term. Licensee shall repair or replace, within thirty (30) days after being duly notified of the need of such repairs or replacement to the special surfacing by Licensor, any defects that are discovered during the term of the lease. In the event that Licensor determines that there is an unsafe condition, hazardous or emergency situation with such special surfacing, Licensor may take any action necessary to prevent harm to the public. Licensee shall be responsible for all charges incurred by the Licensor for such remediation. If removal and/or restoration are not completed as required herein, Licensor may perform the removal and restoration, and seek reimbursement for all costs incurred from the Security. Licensor shall not be liable to Licensee for any losses incurred by reason of any termination pursuant to this section.

8. Any notice to Licensee under this Agreement shall be sent by delivery to:

The National Ben Gamla Charter School Foundation  
Attn: Orli Goldstein, Principal  
2650 Van Buren St.  
Hollywood, FL 33020

Any notice to Licensor under this Agreement shall be sent by delivery to:

City Engineer  
2600 Hollywood Boulevard, Suite 304  
Hollywood, Florida 33020

With a copy to: City Attorney  
2600 Hollywood Boulevard, Suite 407  
Hollywood, Florida 33020

9. The breach of any one term of this Agreement by Licensee and/or persons under his supervision or control will be cause for immediate termination of this Agreement by Licensor.

10. If Licensor at any time shall have the need for the licensed premise, or any part thereof, for any public purpose, including but not limited to utility purposes or for constructing improvements, Licensor may terminate this agreement on thirty (30) days written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested to the address listed herein. Licensor may terminate this Agreement immediately in the event of threat to the public health or safety as may be determined in the sole discretion of federal, state or local officials charged with such determinations.

11. This Agreement shall be recorded in the Public Records of Broward County, with Licensee paying the costs of such recordation.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA

By: \_\_\_\_\_  
PETER BOBER, MAYOR

Attest:

\_\_\_\_\_  
PATRICIA A. CERNY, MMC, CITY CLERK

ENDORSED AS TO FORM & LEGALITY  
for the use and reliance of the  
CITY OF HOLLYWOOD, FLORIDA, only.

\_\_\_\_\_  
JEFFREY P. SHEFFEL, CITY ATTORNEY

WITNESSES:

Peter Deutsch  
As to Licensee (Signature)

Print Name: Peter Deutsch  
Address: PO Box 817689  
Hollywood, Fla. 33081

[Signature]  
As to Licensee (Signature)

Print Name: ROBIN RORAPASH  
Address: 1017 BUCHANAN ST  
HOLLYWOOD FL 33019

NATIONAL BEN GAMLA CHARTER  
SCHOOL FOUNDATION

Debra J. Klein  
Signature Debra J. Klein

Print Name Chair, National BGCSFndtn. Gov. Board  
Title 7-29-15  
Date

Exhibit "A"

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

**BUS LANE AND RIGHT-OF-WAY EASEMENT**

**SECTION 16, TOWNSHIP 51 S., RANGE 42 E.**

**SURVEYOR'S NOTES:**

**I- DATE OF COMPLETION:**

07-16-2015

**II- ADDRESS AND FOLIO:**

ADDRESS: 2650 VAN BUREN STREET, HOLLYWOOD, FL 33030

PARCEL No. 5142 16 02 2900

**III- LEGAL DESCRIPTION**

(SEE ATTACHED EXHIBIT A ON PAGE 2 OF 2)

**IV- CLIENT INFORMATION:**

This Sketch to Accompany Legal Description was prepared at the insistence of and certified to:

CITY OF HOLLYWOOD, FLORIDA

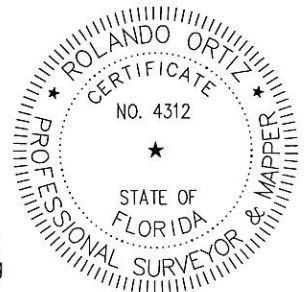
**V- SURVEYOR'S CERTIFICATE:**

I hereby certify: That this "Sketch to Accompany Legal Description" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to accompany Legal Description" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

By: \_\_\_\_\_

Rolando Ortiz LS4312  
Registered Surveyor and Mapper  
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.



**3TCI, Inc.** LB7799  
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
12211 SW 129th CT. MIAMI FL 33186  
tel: 305-316-8474 fax: 305-378-1662 www.3tci.com

JOB No. 14-607  
SHEET 1 OF 2  
(NOT VALID WITHOUT SHEET 2 OF 2)

# LEGAL DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF LOT 22, BLOCK 29 OF HOLLYWOOD LITTLE RANCHES, IN SECTION 16, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S87°54'43"W, ALONG THE NORTH LINE OF SAID LOT 22, ALSO KNOWN AS THE SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET FOR A DISTANCE OF 52.88 FEET TO THE POINT BEGINNING; THENCE S63°07'16"W FOR A DISTANCE OF 16.29 FEET TO A POINT; THENCE S87°54'43"W FOR A DISTANCE OF 93.73 FEET TO A POINT; THENCE N67°17'51"W FOR A DISTANCE OF 16.29 FEET TO A POINT LOCATED ON SAID SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET; THENCE N87°54'43"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET FOR A DISTANCE OF 123.32 FEET TO THE POINT OF BEGINNING. SAID LAND SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 742 SQUARE FEET MORE OR LESS.

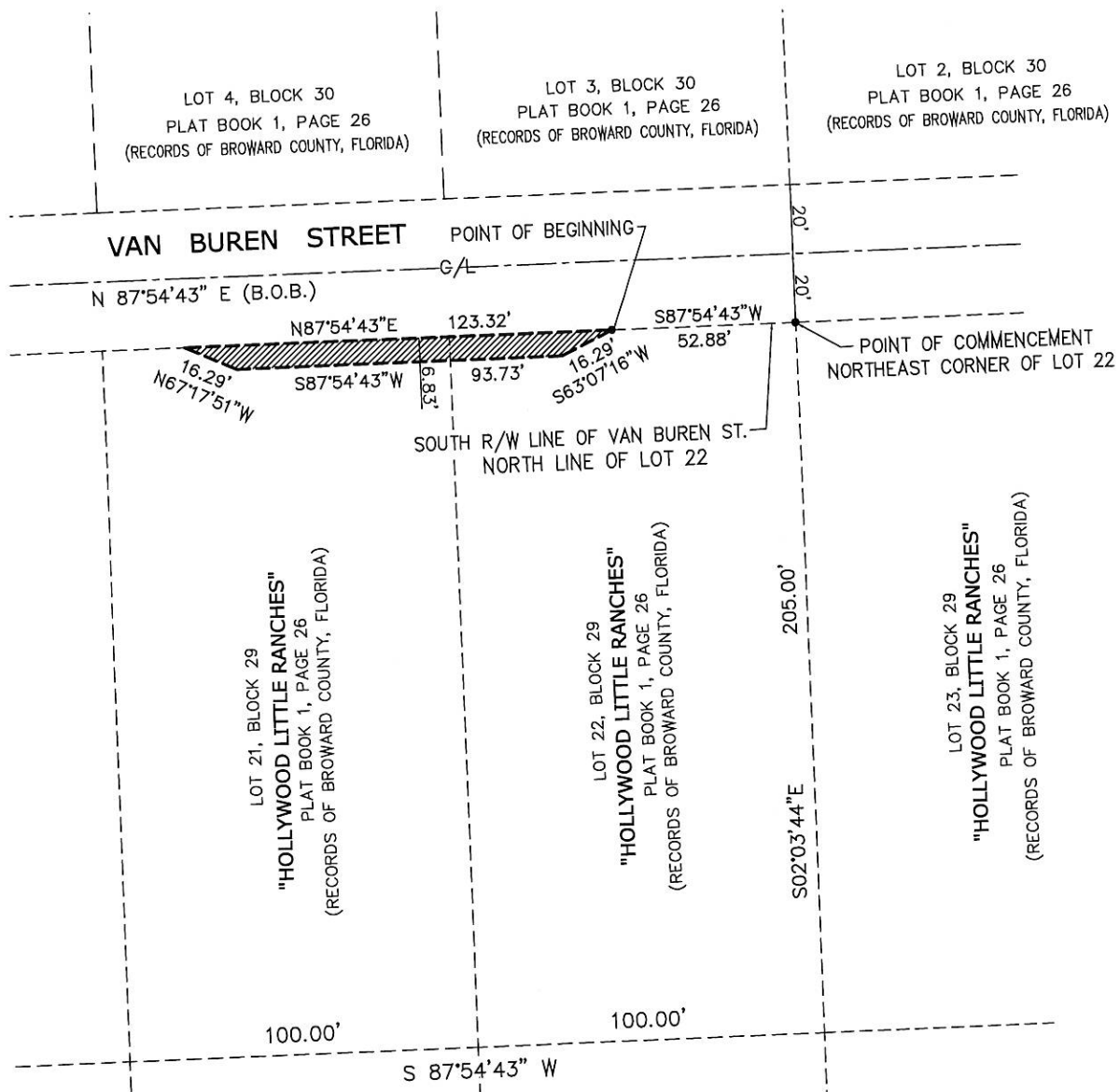
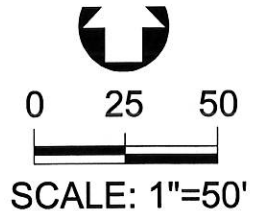


**BUS LANE AND RIGHT-OF-WAY EASEMENT**  
**SECTION 16, TOWNSHIP 51 S., RANGE 42 E.**

LEGEND & ABBREVIATIONS:

CL = CENTER LINE

**EXHIBIT A**



**LEGAL DESCRIPTION:**

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**3TCI, Inc.**  
 PROFESSIONAL LAND SURVEYORS AND MAPPERS  
 12211 SW 129th CT. MIAMI FL 33186  
 tel: 305-316-8474 fax: 305-378-1662 www.3tci.com

LB7799

JOB No. 14-607  
 SHEET 2 OF 2  
 (NOT VALID WITHOUT SHEET 1 OF 2)



Exhibit "B"

# DORAL-BEN GAMILA PREPATORY ACADEMY

CIVICA, LLC  
BROWARD COUNTY, FLORIDA



LOCATION MAP  
SCALE: 1"=300'

PROJECT LOCATION

## LEGEND

- 1. TYPE "C" MANHOLE
- 2. DRAINAGE INLET RESIGNATION
- 3. MANHOLE
- 4. LENGTH, SIZE, AND TYPE OF PIPE
- 5. FLOW OR WARP LINE
- 6. RIDE LINE
- 7. PAVEMENT SLOPE AND DIRECTION
- 8. DIRECTION OF OVERLAND FLOW
- 9. PROPOSED GRADE
- 10. EXISTING GRADE
- 11. FINISHED FLOOR ELEVATION
- 12. CONCRETE SIDEWALK OR PROPOSED PAVEMENT
- 13. EXISTING UTILITIES OR UTILITIES BY OTHERS
- 14. PROPOSED CONCRETE
- 15. EXISTING ASPHALT PAVEMENT
- 16. POLLUTION RETARDANT Baffle
- 17. BLUE REFLECTOR
- 18. UTILITY EASEMENT
- 19. DESIGN WATER ELEVATION
- 20. EXISTING GATE VALVE AND PRE HYDRANT
- 21. DOUBLE WATER SERVICE
- 22. SINGLE WATER SERVICE
- 23. PRE HYDRANT AND GATE VALVE
- 24. BACTERIOLOGICAL SAMPLING POINT
- 25. WATER MAIN
- 26. GATE VALVE
- 27. FINE HYDRANT
- 28. BLUE REFLECTOR
- 29. STRUCTURE DESIGNATION
- 30. R/W ELEVATION
- 31. INVERT ELEVATION
- 32. SINGLE SEWER SERVICE
- 33. DIRECTION OF SANITARY SEWER FLOW
- 34. R/W LINE
- 35. SECTION LINE
- 36. CENTERLINE C/L
- 37. EXISTING ELEVATION
- 38. EXISTING CONCRETE POWER POLE
- 39. EXISTING WOOD POLE

## DESCRIPTION:

## INDEX OF SHEETS:

SHEET NO:

DESCRIPTION:	SHEET NO:
COVER SHEET	1
GENERAL NOTES AND SPECIFICATIONS	2
PAVING AND DRAINAGE SYSTEM - PLAN	3
PAVING AND DRAINAGE SYSTEM - TYPICAL SECTIONS AND NOTES	4
PAVING AND DRAINAGE SYSTEM - DETAILS	5
PAVING AND DRAINAGE SYSTEM - DETAILS	6
TRAFFIC MARKINGS AND SIGNAGE - PLAN	7
TRAFFIC MARKINGS AND SIGNAGE - PLAN	8
TRAFFIC MARKINGS AND SIGNAGE - DETAILS	9

LEGAL DESCRIPTION: LOT 19, AND ALL OF LOTS 20, 21 AND 22, BLOCK 22, "HOLLYWOOD UTILITIES RANCHES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**BALLBÉ**  
& ASSOCIATES

Civil Engineering • Planning • Surveying

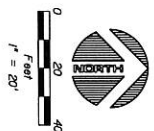
2737 Northeast 30th Place  
Fort Lauderdale, Florida 33306  
Phone: (954) 491-7811  
Authorization No. EB-26343

## PAVING AND DRAINAGE SYSTEM TRAFFIC MARKINGS AND SIGNAGE

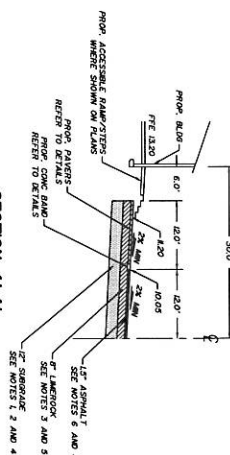


Engineer of Record	CARLOS A. BALLBÉ	Project Number	20143
Professional Engineer Number	4881	Date	10/15/2014
State of Florida		Sheet Number	1

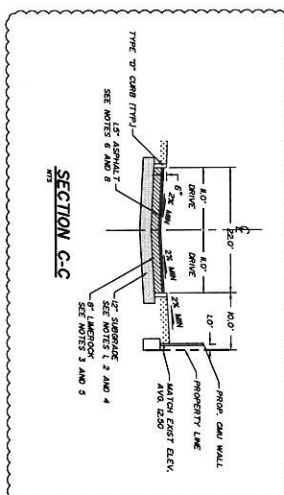




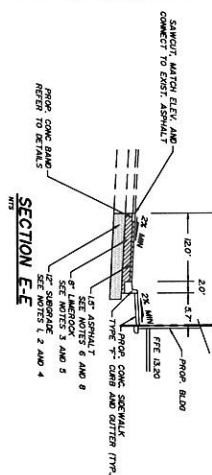
Project Number:	201413
Street Number:	3



SECTION A1-A1  
MTS



**SECTION C-C**  
MTS

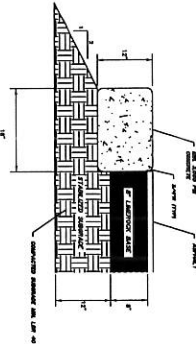


SECTION E-E  
NITS

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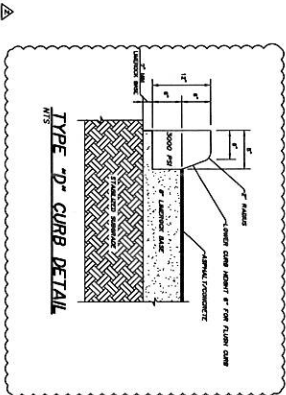
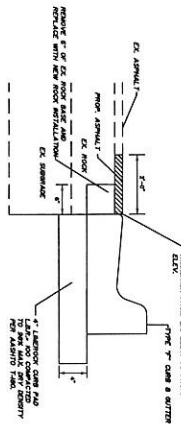




- GENERAL NOTES:**
1. ALL CURB SHALL BE CONCRETE TO NOT LESS THAN 12" HIGH AND 12" WIDE.
  2. ALL CURB SHALL BE CONCRETE TO NOT LESS THAN 12" HIGH AND 12" WIDE.
  3. ALL CURB SHALL BE CONCRETE TO NOT LESS THAN 12" HIGH AND 12" WIDE.
  4. ALL CURB SHALL BE CONCRETE TO NOT LESS THAN 12" HIGH AND 12" WIDE.
  5. ALL CURB SHALL BE CONCRETE TO NOT LESS THAN 12" HIGH AND 12" WIDE.
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  7. ALL CURB SHALL BE CONCRETE TO NOT LESS THAN 12" HIGH AND 12" WIDE.
  8. ALL CURB SHALL BE CONCRETE TO NOT LESS THAN 12" HIGH AND 12" WIDE.
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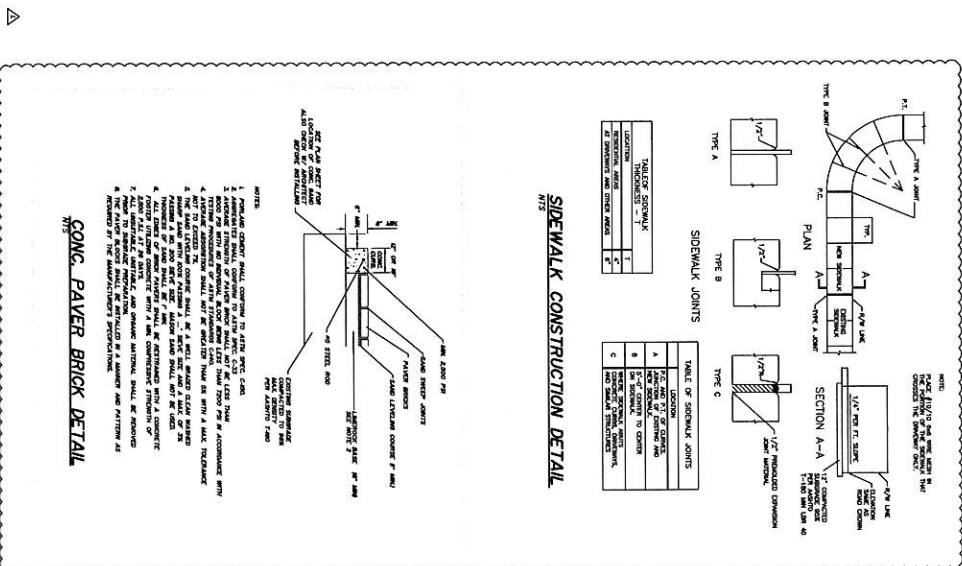
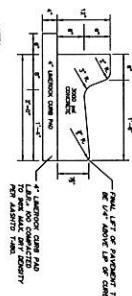
**HEADER CURB DETAIL**

**TYPE 7" CURB AND GUTTER CONNECTION DETAIL**

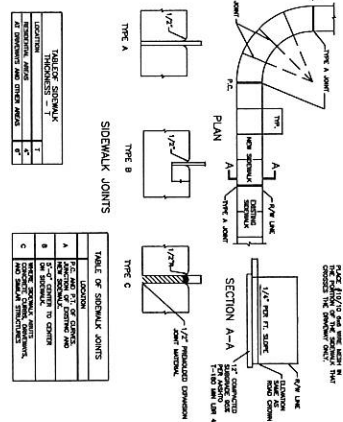


**TYPE 7" CURB DETAIL**

**TYPE 7" CURB AND GUTTER DETAIL**



**CONC. PAYER BRICK DETAIL**



LOCATION	THICKNESS
1. SIDEWALK	4"
2. SIDEWALK	4"
3. SIDEWALK	4"
4. SIDEWALK	4"
5. SIDEWALK	4"
6. SIDEWALK	4"
7. SIDEWALK	4"
8. SIDEWALK	4"
9. SIDEWALK	4"
10. SIDEWALK	4"

LOCATION	THICKNESS
1. SIDEWALK	4"
2. SIDEWALK	4"
3. SIDEWALK	4"
4. SIDEWALK	4"
5. SIDEWALK	4"
6. SIDEWALK	4"
7. SIDEWALK	4"
8. SIDEWALK	4"
9. SIDEWALK	4"
10. SIDEWALK	4"

NO.	DATE	BY	REVISION
1	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24
2	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24
3	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24
4	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24
5	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24
6	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24
7	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24
8	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24
9	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24
10	07/23/2024	AAI	CHANGED BY: AAI DATE: 7/23/24

**BALBÉ & ASSOCIATES**  
2237 Northland 30th Fl.  
Burlington, ON L7R 4K6  
Tel: (905) 481-7811  
Fax: (905) 481-7812

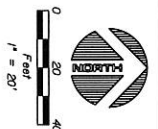
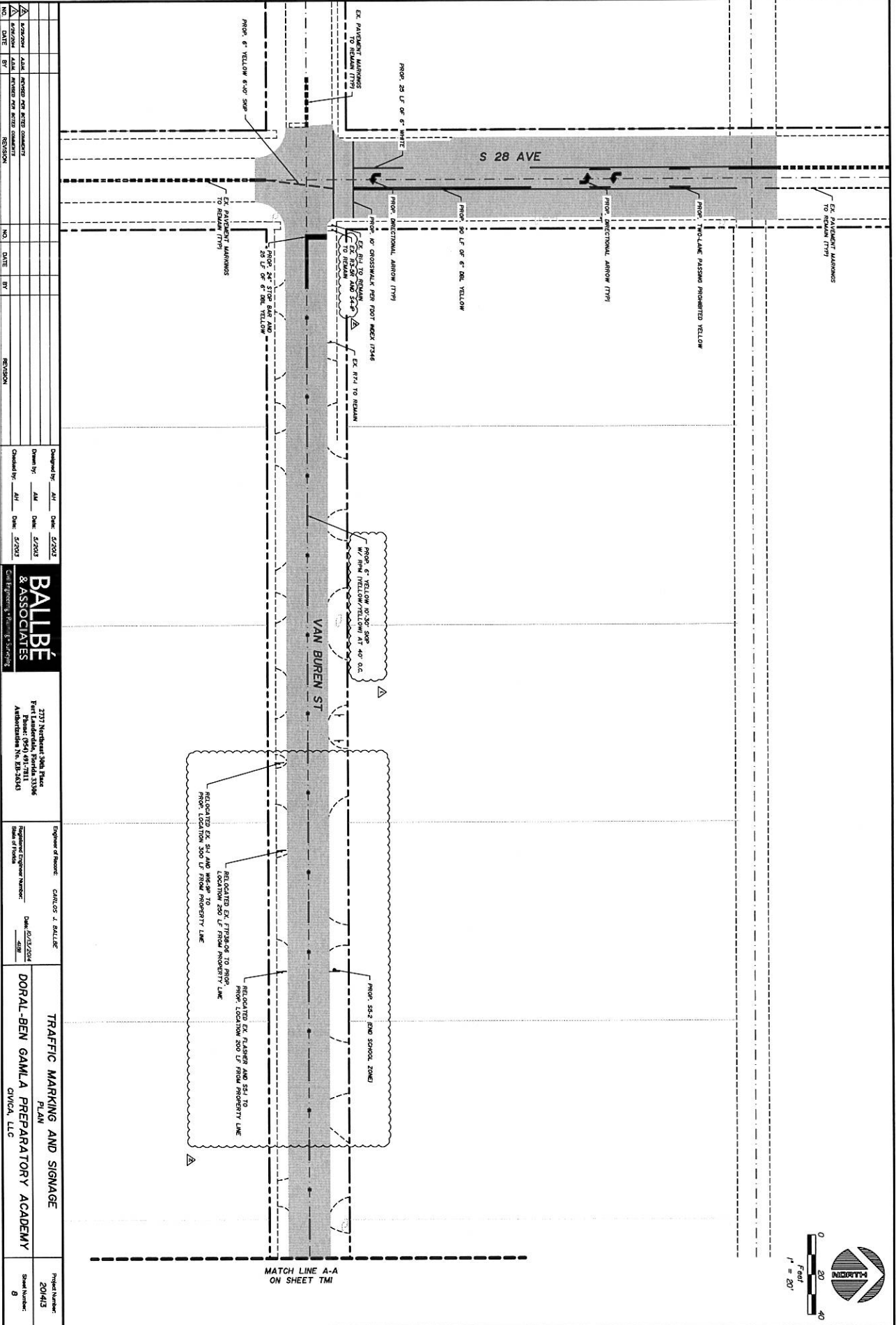
**PAVING AND DRAINAGE SYSTEM**  
DETAILS  
**DORAL-BEN GAMLA PREPARATORY ACADEMY**  
GVA, LLC

Project Number: 20143  
Sheet Number: 6









NO.	DATE	BY	REVISION
1	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
2	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
3	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
4	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
5	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
6	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
7	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
8	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
9	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
10	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
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61	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
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63	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
64	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
65	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
66	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
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89	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
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95	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
96	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
97	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
98	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
99	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN
100	2/2/03	ALB	ADDITIONAL MARKINGS TO REMAIN

**BALBÉ & ASSOCIATES**  
 2717 Northwest 30th Place  
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 Phone: (954) 491-7111  
 Advertising No. B3-2645

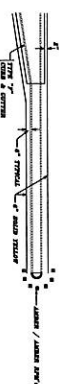
Engineer of Record: CARLOS J. BALBÉ  
 Date: 02/02/03  
 Signature: [Signature]  
 Title: Engineer

**TRAFFIC MARKING AND SIGNAGE PLAN**  
**DORAL-BEN GAMLA PREPARATORY ACADEMY**  
 CIVICA, LLC

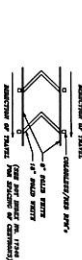
Project Number: 200413  
 Sheet Number: 8



#### 7 TYPE IV SEPARATOR DETAILS



## 5 CHEVRON DETAILS



## 6 STREET NAME BLADE DETAILS



Project Number:	201413
Sheet Number:	9