

Facilities Planning and Construction  
Paul J. Phillips, Chief Facilities Officer

**SUBJECT: ACCEPT THE CONVEYANCE OF CERTAIN REAL PROPERTY AND AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE EXPANSION OF THE BOOKER T. WASHINGTON SENIOR HIGH SCHOOL CAMPUS**

Due to the ongoing expansion of the Booker T. Washington Senior High School campus, the Office of Capital Improvement Projects requested that the 25' wide abandoned railroad right-of-way located between N.W. 11 Terrace and N.W. 14 Street (see attached location map), be acquired to allow for the construction of necessary parking and recreational facilities. The land is currently owned by the State of Florida Department of Transportation (FDOT), which has indicated a willingness to make the entire parcel available to the District through a combination of long term lease (approximately 100 feet), and direct conveyance (the balance of the parcel), subject to the terms and conditions of existing telecommunication company right-of-way and operating agreements. These right-of-way and operating agreements were granted prior to the ownership of the parcel by FDOT to allow MCI Telecommunications Corporation (MCI), WorldCom Network Services, Inc. (WorldCom), and U.S. Sprint (Sprint) to service and maintain their fiber-optic cables, which are buried within the parcel. As a result, the telecommunication company vendors may require access to the school site from time to time for cable maintenance purposes.

Pursuant to negotiating procedures, a Management Team (MT) meeting was held on July 22, 1999, for direction on negotiating strategies and parameters. The MT recommended that the District acquire the land through direct conveyance and lease, subject to the terms and conditions of existing right-of-way and operating agreements. Based on this direction, terms and conditions of the proposed direct conveyance and lease agreement are as follows:

**Lease Agreement for the 100 foot Parcel**

- FDOT will retain ownership of the northernmost 100' of the parcel, in order to give it greater flexibility in the event of future road improvements to N.E. 14 Street;
- a 40 year lease term, with one 40 year renewal option period, at the Board's option;
- the lease is subject to the right of MCI, WorldCom and Sprint to service and maintain their existing buried fiber-optic cables;
- the annual lease rate shall be \$1.00;

- although the District anticipates making few, if any, substantive capital improvements within the leased parcel, FDOT, in its sole discretion, reserves the right to require the District to make whatever adjustments to structures or improvements constructed by the District, as FDOT deems necessary;
- the District can cancel the lease in the event of damage or destruction, a default by FDOT not cured within 30 days, or at any other time with a minimum of 90 days advance written notice;
- at the termination, cancellation or expiration of the lease, all permanent improvements constructed by the District shall become the property of FDOT. At FDOT's option, the District will demolish all improvements constructed by the District within the leased parcel and restore the site to the condition that existed at the time the lease was executed;
- FDOT can cancel the lease, in whole or in part, with a minimum of 90 days advance written notice; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this lease or to cancel this lease.

**Direct Conveyance of the Balance of the Parcel**

FDOT will convey the balance of the former railroad right-of-way to the Board by Warranty Deed, for the sum of \$1.00, subject to ownership of the land reverting to FDOT at such time as the Board ceases to use the land for the construction, operation or maintenance of public school facilities. The parcel is legally described as :

A portion of the Southwest one quarter (S.W. 1/4) of Section 36, Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Southwest one quarter (S.W. 1/4), said point also being the Southwest corner of the Northwest one quarter (N.W. 1/4) of Section 36, Township 53 South, Range 41 East, as per the ROBERTS AND GRENTNER ADDITION Plat, as recorded in Plat Book 10 at Page 56 of the Public Records of Miami-Dade County, Florida, said point being 5.00 feet East of the City of Miami Monument Line for N.W. 7<sup>th</sup> Avenue and 5.00 South of the City of Miami Monument Line for N.W. 14<sup>th</sup> Street; thence N87°37'01"E along the North line of said Southwest one quarter (S.W. 1/4) for a distance of 289.47 feet to the Northerly extension of the West line of Tract "B" of BOOKER T. WASHINGTON JR. HIGH SCHOOL Plat, as recorded in Plat Book 129, at Page 39 of the Public Records of Miami-Dade County, Florida and the POINT OF BEGINNING; thence S02°09'34"E along the West line of said Tract "B", said line being on the Easterly Right of Way

line of the CSX Railroad for a distance of 461.04 feet to the centerline of N.W. 13<sup>th</sup> Street; thence N87°42'36"E along said centerline, for a distance of 2.50 feet; thence S02°12'24"E for a distance of 225.47 feet to the point of curvature of a circular curve concave to the Northeast and having for its elements a central angle of 38°03'11" and a radius of 435.89 feet; thence Southeasterly along said circular curve (whose chord of 284.20 feet bears S21°13'59"E) for an arc distance of 289.50 feet to a point on a circular curve concave to the Northeast which bears S47°20'45"W from its center and having for its elements a central angle of 09°19'21" and a radius of 399.28 feet; thence Southeasterly along said circular curve (whose chord of 64.89 feet bears S47°18'56"E) for an arc distance of 64.97 feet; thence N87°44'52"E for a distance of 59.79 feet; thence S02°17'59"E for a distance of 9.42 feet; thence N87°44'52"E for a distance of 25.00 feet; thence S02°17'59"E for a distance of 45.67 feet to a point on a circular curve concave to the Northeast from which the center bears S23°28'01"E having a central angle of 18°47'01" and a radius of 399.28 feet; thence Southeasterly along said circular curve (whose chord of 130.31 feet bears S75°55'30"E) for an arc distance of 130.90 feet; thence S02°17'04"E for a distance of 17.42 feet to the Northerly Right of Way line of N.W. 11<sup>th</sup> Terrace; thence S87°44'53"W along said Right of Way line for a distance of 150.03 feet; thence N02°17'59"W for a distance of 22.68 feet to a point on a circular curve concave to the Northeast from which the center bears S28°25'12"W and having for its elements a central angle of 59°22'25" and a radius of 465.89 feet; thence Northwesterly along said circular curve (whose chord of 461.47 feet bears N31°53'35"W) for an arc distance of 482.79 feet to a point of tangency; thence N02°12'24"W along a tangent line for a distance of 225.43 feet to the centerline of N.W. 13<sup>th</sup> Street; thence N87°42'36"E along said centerline for a distance of 2.50 feet; thence N02°09'34"W for a distance of 461.00 feet to the North line of said Southwest one quarter (S.W. 1/4); thence N87°37'01"E along said line for a distance of 25.00 feet to the POINT OF BEGINNING, LESS AND EXCEPT, the North 125.00 feet thereof.

The School Board Attorney's office has reviewed the right-of-way and operating agreements associated with both the direct conveyance and proposed lease agreement, and has advised that there are no legal issues that would preclude the District from acquiring or using the land, subject to the District's use being subordinate to the terms of the right-of-way and operating agreements. Additionally, the proposed lease agreement has been reviewed by the School Board Attorney's Office and by the Office of Risk and Benefits Management.

The Deputy Superintendent of School Operations recommends acceptance of the conveyance of the land and approval of the lease agreement, subject to the terms and conditions of existing right-of-way and operating agreements. Facilities Planning and Construction is in agreement with the proposed conveyance and lease agreement.

A copy of the proposed lease agreement will be placed on file in the Citizen Information Center and Recording Secretary's Office.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida:

1. accept the conveyance of the subject parcel from the State of Florida Department of Transportation for \$1.00, and under the terms and conditions set forth above; and
2. authorize the Superintendent or his designee to execute a lease agreement with the State of Florida Department of Transportation for the expansion of the Booker T. Washington Senior High School campus, at an annual rental amount of \$1.00, and under the terms and conditions set forth above.

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# LOCATION MAP

