

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE CHAIR AND SECRETARY TO EXECUTE A GRANT OF EASEMENT AGREEMENT WITH THE CITY OF NORTH MIAMI TO ALLOW THE CITY TO INSTALL DIRECTIONAL SIGNAGE ON BOARD-OWNED LAND ADJACENT TO NORTH MIAMI MIDDLE SCHOOL, LOCATED AT 700 NE 137 STREET, NORTH MIAMI

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

The City of North Miami ("City") is installing new directional signage at central locations throughout the City, and has indicated that the area adjacent to North Miami Middle School, located at 700 NE 137 Street, is a desirable location for one such sign (see location map). The sign will be placed in an area fronting public right-of-way (NE 135 Street), on Board-owned land that is the former site of North Miami Senior High. This land is currently vacant, but will be developed by the District with recreational improvements to be used jointly by the District and City, in conformance with the Interlocal Agreement between the Board and City. To facilitate sign installation, the City has requested that the Board grant an easement to the City measuring 5'-0" by 4'-0" ("Easement"). All work necessary to install the sign and any related improvements within the Easement area will be done by the City, at no cost to the District, and the City will retain all responsibility for ongoing maintenance.

The Easement area consists of approximately 20 square feet, or 0.00045 acre, more or less, and is legally described in Exhibit "A", attached hereto.

Terms and conditions of the Easement are, substantially, as follows:

- the Easement area consists of approximately 20 square feet and measures 5 feet by 4 feet (5'- 0" by 4'- 0");
- the Easement shall be in effect for a term of thirty (30) years, and shall renew automatically for successive ten (10) year periods unless terminated sooner by either Party;
- the City, at its sole cost and expense, shall perform any and all work necessary to facilitate the placement of the sign within the Easement area, including but not limited to, design, permitting, installation and construction;
- the City shall cause its contractor to indemnify and hold harmless the Board, and its officers, employees, and agents, from and against any and all claims, suits, actions, damages or causes of actions arising from or in connection

with the contactor, and/or its employees, and agents, use and occupancy of the Easement area, for any personal injury, loss of life or damage to property sustained in or about the Easement area. In addition, as a condition precedent to the commencement of any work within the Easement area, the City's contractor shall provide proof of insurance;

- the City shall indemnify and hold harmless the Board, and its officers, employees, and agents, subject to and to the extent of the limitations included within Section 768.28, F.S., as it may be amended from time to time, from and against any and all claims, suits, actions, damages or causes of actions arising from or in connection with the City's, and/or its employees, and agents, use and occupancy of the Easement area, for any personal injury, loss of life or damage to property sustained in or about the Easement area;
- the City shall provide evidence of self-insurance, or, in the alternative, proof of insurance in the types and amounts of coverage as required by the District;
- in the event the sign and any related improvements placed by the City within the Easement area were to be destroyed or so damaged by fire, windstorm or other casualty, the City, at its sole cost and expense, shall cause the improvements to be repaired and placed in a safe and useable condition;
- the City accepts the Easement area granted to it in "as-is" "where-is" condition as of the date of conveyance by the Board;
- the City shall be responsible for all ongoing repair, maintenance and upkeep of the Easement area;
- in the event that the City's improvements located within the Easement area are discontinued, destroyed, removed or abandoned by the City, and not rebuilt or replaced therein by the City within 90 days of its discontinuance, destruction, removal or abandonment, then in that event, this Easement shall automatically terminate and all rights hereunder shall automatically revert to the Board;
- in the event of any litigation between the parties under the Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels; and
- for purposes of this Easement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all modifications and approvals required by the Easement, or to cancel and/or terminate the Easement.

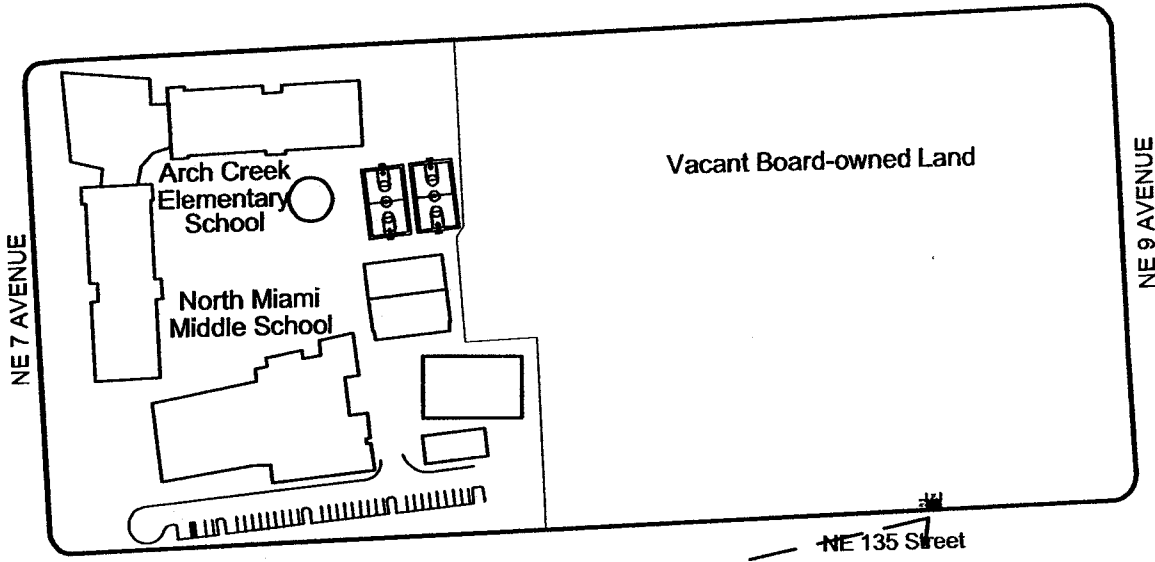
The Region Superintendent, North Region Office recommends the granting of the proposed Easement. The Easement document will be reviewed and approved by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Chair and Secretary to execute a Grant of Easement Agreement with The City of North Miami to allow the City to install directional signage on Board-owned land adjacent to North Miami Middle School, located at 700 NE 137 Street, North Miami, as described above.

IB:

LOCATION MAP

NE 137 STREET




Directional sign



NE 135 Street

Legend

 Proposed location of directional sign



Not to scale

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST**

SURVEYOR'S NOTES:

I- DATE OF COMPLETION:

01-06-2013

II- FOLIO:

THIS PARCEL OF LAND DESCRIBED HEREIN IS PART OF FOLIO

FOLIO: 06-2219-007-0230

III- LEGAL DESCRIPTION

(SEE ATTACHED PAGE 2 OF 3)

IV- CLIENT INFORMATION:

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

CITY OF NORTH MIAMI / MIAMI-DADE COUNTY PUBLIC SCHOOLS

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.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST

LEGAL DESCRIPTION:

A PORTION OF BLOCK 49 "IRONS MANOR HIGHPIKE ADDITION SECTION "A""; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, AT PAGE 80 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF N.E. 135th STREET (STATE ROAD 916) AND N.E. 9th AVENUE; THENCE SOUTH 87°08'04" WEST, ALONG CENTER LINE OF SAID N.E. 135th STREET, A DISTANCE OF 230 FEET TO A POINT; THENCE NORTH 02°51'56" WEST A DISTANCE OF 35.00 FEET TO A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF SAID N.E. 135th STREET, THIS POINT ALSO KNOWN AS THE POINT OF BEGINNING; THENCE NORTH 02°51'56" WEST A DISTANCE OF 4.00 FEET; THENCE NORTH 87°08'04" EAST A DISTANCE OF 4.00 FEET; THENCE SOUTH 02°51'56" EAST A DISTANCE OF 4.00 FEET; THENCE SOUTH 87°08'04" WEST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST

