

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS, AND FOR THE CHAIR AND SECRETARY TO EXECUTE A GRANT OF EASEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”), TO ALLOW FDOT TO INSTALL AND MAINTAIN A SIGNAL MAST ARM ON BOARD-OWNED LAND, LOCATED AT NW 27 AVENUE AND NW 87 STREET, MIAMI**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

The Florida Department of Transportation (“FDOT”) is planning road improvements along a portion of State Road 9 (NW 27 Avenue). As part of this project, FDOT is proposing to install a new signal mast arm at NW 27 Avenue and NW 87 Street (see location map), on a portion of Board-owned land formerly used as the entryway to the Maintenance Service Center. District staff has reviewed the proposed installation and finds that placement of the signal mast arm at the proposed location would not negatively impact District operations. To facilitate the installation of the signal mast arm, FDOT has requested that the Board grant a 77.4 square foot triangularly shaped easement (“Easement”). All work necessary to install the signal mast arm and any related improvements within the Easement area will be done by FDOT at no cost to the District, and FDOT will retain all responsibility for ongoing maintenance. The Easement area is legally described in Exhibit “A”, attached hereto.

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

- the Easement area shall consist of approximately 77.4 square feet;
- 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;
- FDOT, at its sole cost and expense, shall perform any and all work necessary to facilitate the placement of the signal mast arm within the Easement area, including but not limited to, design, permitting, installation and construction;
- FDOT 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 contractor and/or its employees and agents, in the use and occupancy of the Easement area, and 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, FDOT's contractor shall provide proof of insurance;

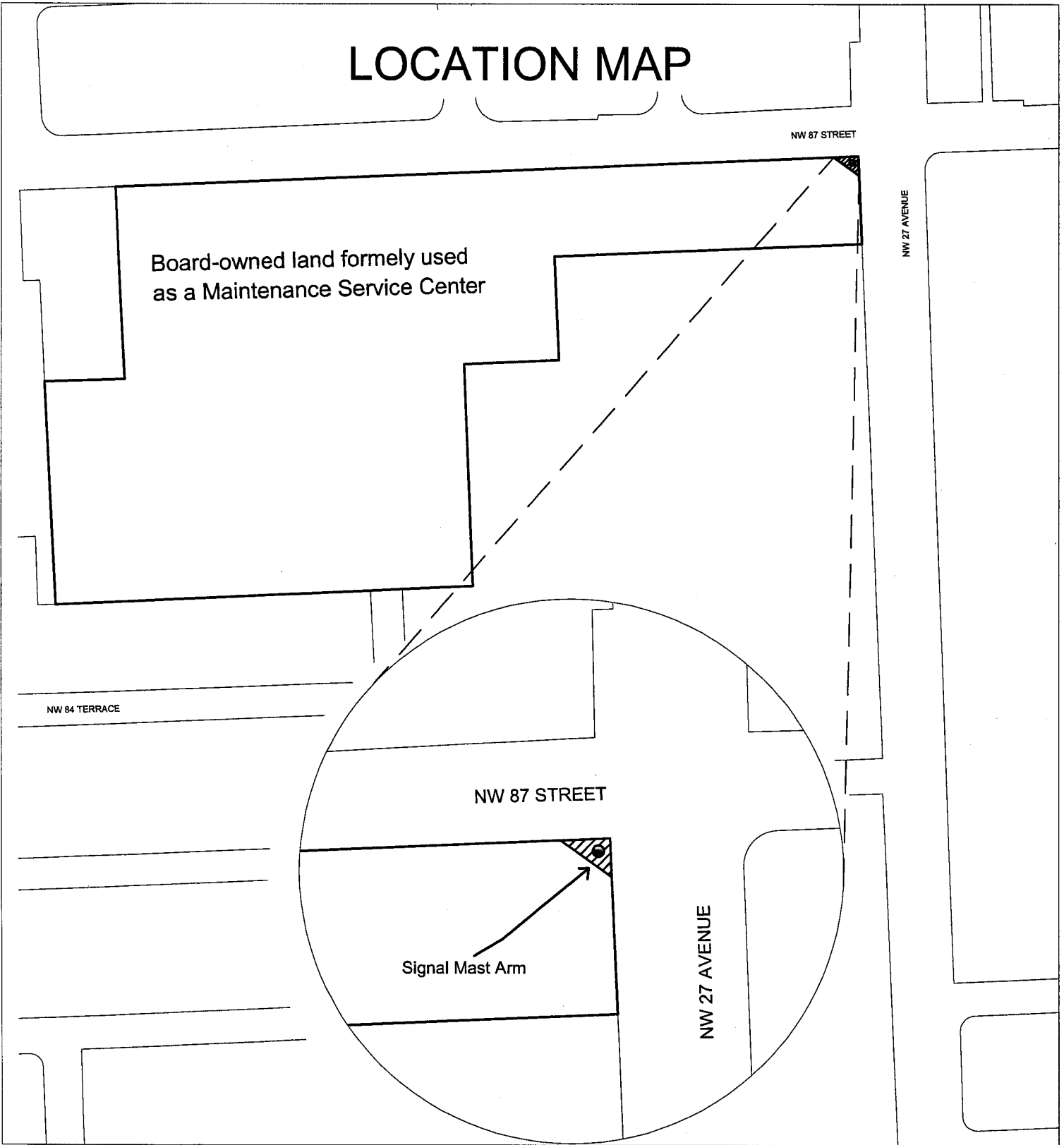
- FDOT shall indemnify and hold harmless the Board, and its officers, employees, and agents, subject to and to the extent of the limitations included within Section 768.28, F.S., as it may be amended from time to time, from and against any and all claims, suits, actions, damages or causes of actions arising from or in connection with FDOT's and/or its employees and agents, in the use and occupancy of the Easement area, and for any personal injury, loss of life or damage to property sustained in or about the Easement area;
- FDOT 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 signal mast arm and any related improvements placed by FDOT within the Easement area were to be destroyed or damaged by fire, windstorm or other casualty, FDOT, at its sole cost and expense, shall cause the improvements to be repaired and restored to a safe and useable condition or promptly removed if no longer needed by FDOT;
- FDOT accepts the Easement area granted to it in "as-is" "where-is" condition as of the effective date of the Easement Agreement;
- FDOT shall be responsible for all ongoing repair, maintenance and upkeep of the Easement area;
- in the event that FDOT's improvements located within the Easement area are discontinued, removed or abandoned by FDOT, and not rebuilt or replaced therein by FDOT within 90 days of its discontinuance, destruction, removal or abandonment, then in that event, this Easement shall automatically terminate;
- 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 Office of School Facilities recommends the granting of the proposed Easement subject to the conditions enumerated above. 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 Superintendent to finalize negotiations, and for the Chair and Secretary to execute a Grant of Easement Agreement with the Florida Department of Transportation (“FDOT”) to allow FDOT to install and maintain a signal mast arm on Board-owned land, located at NW 27 Avenue and NW 87 Street, Miami, Florida, under terms and conditions as substantially described above.

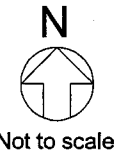
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# LOCATION MAP



**Legend**

 Proposed FDOT Easement



## EXHIBIT "A"

**LEGAL DESCRIPTION - PARCEL 800:**

Being a portion of NOT SUBDIVIDED land, lying in the Northeast one-quarter (1/4) of Section 9, Township 53 South, Range 41 East, in Miami-Dade County, Florida, and being more particularly described as follows:


COMMENCE at the Northeast corner of said Section 9, said point lying on the Baseline of Survey of State Road 9 (NW 27th Avenue); thence S 02°07'30" W, along the East line of the Northeast one-quarter (1/4) of said Section 9 and said Baseline of Survey of State Road 9, a distance of 35.00 feet to the intersection with the easterly prolongation of the South right-of-way line of NW 87th Street; thence S 87°35'25" W, along said easterly prolongation, 50.00 feet to the intersection with the West right-of-way line of said State Road 9 (NW 27th Avenue), said point being the POINT OF BEGINNING of the following described parcel:

Thence S 02°07'30" E, along said West right-of-way line of State Road 9, a distance of 12.54 feet; thence N 47°43'30" W 17.55 feet to the intersection with aforesaid South right-of-way line of NW 87th Street; thence N 87°35'25" E, along said South right-of-way line, 12.54 feet to the POINT OF BEGINNING.

Containing 77.4 Square Feet of land, more or less.

**GENERAL NOTES:**

- THIS IS NOT A SURVEY
- Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
- The Bearings shown hereon are referenced to the Baseline of Survey of State Road 9 (NW 27th Avenue), having a bearing of N 02°07'30" W, as shown on the Florida Department of Transportation Project Network Control for said State Road 9, completed on 10/17/2012 by Manuel G. Vera and Associates, Inc., for Project No. 429185-1.
- The data used in the calculation and preparation of the legal description was provided by the FDOT Project Manager for Project No. 429185-1.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.

  
**CARLOS M. GARCIA**  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. 6798

09/22/13  
 DATE

This document consists of two (2) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

		<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>			
		<b>SKETCH TO ACCOMPANY LEGAL DESCRIPTION</b>			
		<b>STATE ROAD NO. 9</b>		<b>MIAMI DADE COUNTY</b>	
		BY	DATE	PROJECT NO. FDOT DISTRICT 5	SCALE DATE OF SURVEY
DRAWN	CHECKED	DESIGNED	DATE	P. NO. 429.84-1	SECTION 87246
REVISED	BY	DATE			
			SECTION 87246	SHEET 1 OF 2	

