Memorandum

MIAMI-DADE COUNTY

Date: December 2, 2008

Agenda Item No. 8(F)(1)(E)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Access Easement Agreement at the Kendall Homes Complex
Located at S.W. 80 Street and S.W. 110 Avenue, Miami
with The School Board of Miami-Dade County
Property # 4031-01-91

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing execution of an Access Easement Agreement at the Kendall Homes Complex located at S.W. 80 Street and S.W. 110 Avenue, Miami with The School Board of Miami-Dade County. The Access Easement Agreement has been prepared by the General Services Administration at the request of the Department of Human Services.

PROPERTY:	Kendall Homes Complex S.W. 80 Street and S.W. 110 Avenue, Miami
COMMISSION DISTRICT:	10
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Miami-Dade County (County)
USER:	The School Board of Miami-Dade County
USER TRACK RECORD:	This lease is with The School Board of Miami-Dade County.
BACKGROUND:	The School Board of Miami-Dade County (School Board) is in the process of constructing a new magnet high school (State School YYY-1) on School Board-owned land located at approximately S.W. 80 Street and theoretical S.W. 110 Avenue, immediately adjacent to the Kendall Homes Complex and Kendall Indian Hammocks Park. The School Board is requesting an access easement over a portion of County-owned land that is currently used as a private road into the Kendall Homes Complex (see Exhibit "A") by the School Board and the general public. This private road has historically been used by the School Board to access their property, under no formal agreement. Since this private road is going to be the main bus route into the school, they are requesting a non-exclusive access easement. The School Board will be responsible for all costs associated with the installation and ongoing maintenance of the roadway improvements. No building or other improvement of any kind shall be constructed or erected within the easement area.

EFFECTIVE DATES OF ACCESS EASEMENT AGREEMENT:	This Agreement shall become effective upon approval by the Board of County Commissioners.
SCHOOL BOARD APPROVAL:	The School Board approved this easement at its meeting of October 15, 2008.
MONITOR:	Tania Llado, Chief Real Estate Officer
DELEGATED AUTHORITY:	The County Mayor or County Mayor's designee is authorized to execute an Access Easement Agreement.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 2, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(E)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(E)
12-2-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN ACCESS EASEMENT AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, FOR THE PURPOSE OF ESTABLISHING AN ACCESS EASEMENT OVER A PORTION OF COUNTY PROPERTY LOCATED BETWEEN S.W. 80 STREET AND 84 STREET AND THEORETICAL S.W. 110 AVENUE, MIAMI; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE APPROPRIATE ACTIONS TO ACCOMPLISH SAME; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID ACCESS EASEMENT AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED HERETO

WHEREAS, The School Board of Miami-Dade County, a body corporate and politic existing under the laws of the State of Florida; and

WHEREAS, The School Board of Miami-Dade County proposes to improve certain ingress and egress road on County-owned property located between S.W. 80 Street and 84 Street and theoretical S.W. 110 Avenue, Miami; and

WHEREAS, it is necessary that an access easement across certain lands now owned by Miami-Dade County be provided as a means of ingress and egress to the School and for the benefit of the public; and

WHEREAS, this Board further desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Access Easement Agreement between Miami-Dade County and The School Board of Miami-Dade County, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of

Miami-Dade County; and authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made as of the _____ day of _____, 2008, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida ("School Board"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("County"), (collectively the "Parties").

RECITALS:

WHEREAS, the County owns certain real property described on Exhibit "A" attached hereto (the "Premises"); and

WHEREAS, the School Board is constructing State School YYY-1 on a portion of School Board-owned land located at SW 80 Street and theoretical SW 110 Avenue, adjacent to the Premises (the "School");

WHEREAS, the School Board and County desire to enter into this Agreement for the purpose of establishing an access easement over a portion of the Premises (the "Easement Area") for the benefit of the public, and to provide a means of ingress and egress to the School ;and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized the execution of this Agreement in accordance with Board Action No. 112,012 at its meeting of October 15, 2008; and

WHEREAS, Miami-Dade County, by adoption of Resolution No._____, at its meeting of _____, 2008 approved this Agreement

NOW, THEREFORE, for good and valuable consideration, including the recitals and mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **REAL PROPERTY SUBJECT TO THIS AGREEMENT**. The Premises, and each future owner of land within the Premises, and their respective "Permittees" (as hereinafter defined), shall be subject to and bound by this Agreement. The term "Permittees" as used in this Agreement shall refer to and include all owners, tenants, subtenants, licensees, concessionaires, and occupants of any portion of the Premises, and all their respective officers, directors, employees, agents, contractors, customers, visitors and invitees, and their respective successors and assigns.

3. **EASEMENT.**

a. Grant of Easement. The County hereby grants to School Board, for the benefit of public use, in common with all others entitled to use the same, a nonexclusive, perpetual easement for the use by the public of the Easement Area legally described on Exhibit "B" attached hereto, to provide vehicular and pedestrian passage, ingress and egress to and from the School.

b. Maintenance of Improvements in the Easement Area; Construction of Improvements in the Easement Area. Subject to the terms and conditions of this Agreement, the improvements constructed by the School Board in the Easement Area shall be maintained by the School Board at its cost and expense, including but not limited to any necessary cleaning thereof. No building or other improvement of any kind, except as may be required to comply with legal requirements, shall be constructed or erected within the Easement Area, except for the installation of improvements that shall not (i) impede or interfere with the free flow of vehicular and pedestrian traffic on the Easement Area, or (ii) reduce the utilization of the Easement Area, except for the temporary periods during the construction or installation of such improvements, but provided that access shall be maintained in any event.

4. **COVENANTS RUNNING WITH THE LAND.**

a. Binding Nature. Each and every covenant, easement and right made, granted or assumed by the Parties shall be an equitable servitude on the Premises appurtenant to and for the benefit of the Easement Area. Every obligation of this Agreement shall run with the land and shall be binding upon the School Board and County making or assuming such obligation and such any successors and assigns and shall inure to the benefit of the other Parties hereto and its successors and assigns.

b. Successors and Assigns. As used herein, the term County and School Board shall refer to County and School Board named herein, and their respective heirs, executors, administrators, successors and assigns, including specifically, any transferee of any part of the Premises who shall automatically, by acceptance of the title of such any real property, be deemed to be a successor County or School Board, as the case may be, and to have assumed all obligations hereof relating thereto and thereafter accruing. Each transferee shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of

all future liability that accrues with respect to the portion of the Premises so conveyed.

5. **AMENDMENTS**. This Agreement may be amended, modified, terminated or waived (in whole or in part) only by a declaration or agreement in writing, executed and acknowledged between the Parties and duly recorded in the office of the County Recorder where the Premises are located.

6. **INDEMNIFICATION**. Subject to the limitations included within Section 768.28, Florida Statutes, the Parties each hereby indemnify and agree to defend and hold harmless the other and its Permittees harmless from and against all liabilities, damages, claims, costs and expenses whatsoever (including reasonable attorneys fees and costs) arising out of or in connection with the negligent actions or omissions of the indemnifying party or the breach of the indemnifying party's obligations hereunder. Notwithstanding anything to the contrary in this Agreement providing for one party's indemnification of the other party, in any such case same shall mean that the indemnifying party shall assume the liability for, defend with counsel selected by the indemnifying party (but reasonably acceptable to the indemnified party) and at the indemnifying party's cost and/or its insurer's cost, hold the indemnified party harmless from and against any such claim, demand or liability. The indemnifying party shall have the full and sole right to control, settle, and/or compromise any claims, demands, liabilities, penalties, losses, expenses, damages, costs, causes of action, or any other matters for which it so assumes the liability.

7. **NO PARTNERSHIP**. The Parties are to conduct and operate their business in and upon the Premises independently and nothing herein contained shall be construed as a partnership agreement or as to constitute the Parties as partners with respect to the conduct and operation of the Premises or to establish a principal and agent relationship between the Parties or to constitute or be a joint venture.

8. **NOTICES**. All notices and demands herein required shall be in writing and shall be deemed properly given if personally delivered or if sent by nationally recognized overnight courier or by registered or certified mail, return receipt requested, addressed to the Parties, as follows:

In the case of notice or communication to the County:

Miami-Dade County
General Services Administration
Facilities and Utilities Management Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128-1907

In the case of notice or communication to the School Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132

With a copy to:

Miami-Dade County Public Schools
Facilities Planning
Attention: Administrative Director
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney

The Parties may change the address to which notices to it are to be sent by notice to the other. Every notice and demand shall be deemed to have been given: (a) when personally delivered; (b) on the next business day if sent by a nationally recognized overnight courier; or (c) three (3) day after it shall have been deposited by registered or certified mail, properly addressed as aforesaid, postage prepaid, in the United States mail.

9. **MISCELLANEOUS**. Each Exhibit referenced herein and is attached hereto and is incorporated herein by such reference as if fully rewritten herein. This Agreement may be executed in any one or more counterparts, each of which when so executed shall be deemed an original, and all such counterparts together shall constitute the same instrument. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against either of the Parties. This Agreement and the exhibits hereto contain the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in their entirety by this Agreement.

10. **ATTORNEYS FEES**. In the event of any litigation between the Parties under

this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination or cancellation of this Agreement.

11. **CONSTRUCTION OF AGREEMENT**. This Agreement shall is deemed fully executed in and shall be construed and enforced according to the laws of the State of Florida and the venue for any dispute shall be Miami-Dade County, Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA
By ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Carlos Alvarez
County Mayor

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
Agustin J. Barrera, Chair

Attest:_____
Alberto M. Carvalho, Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Assistant County Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

10/20/08
_____
School Board Attorney

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____of Miami-Dade County, a political subdivision of the State of Florida, on behalf of such political subdivision of the State of Florida.

_____
Notary Public
My commission expires:_____

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21 day of October, 2008, by Agustin J. Barrera and Alberto M. Carvalho, respectively, the Chair and Secretary of The School Board of Miami-Dade County, Florida, a body corporate and politic existing under the laws of the State of Florida, on behalf of such body corporate and politic.

SANDRA JOHNAKIN
Notary Public, State of Florida
My Comm. expires July 5, 2009
No. DD434010
Bonded thru Arthur J. Gallagher & Co.

Sandra Johnakin
Notary Public
My commission expires: July 5, 2009

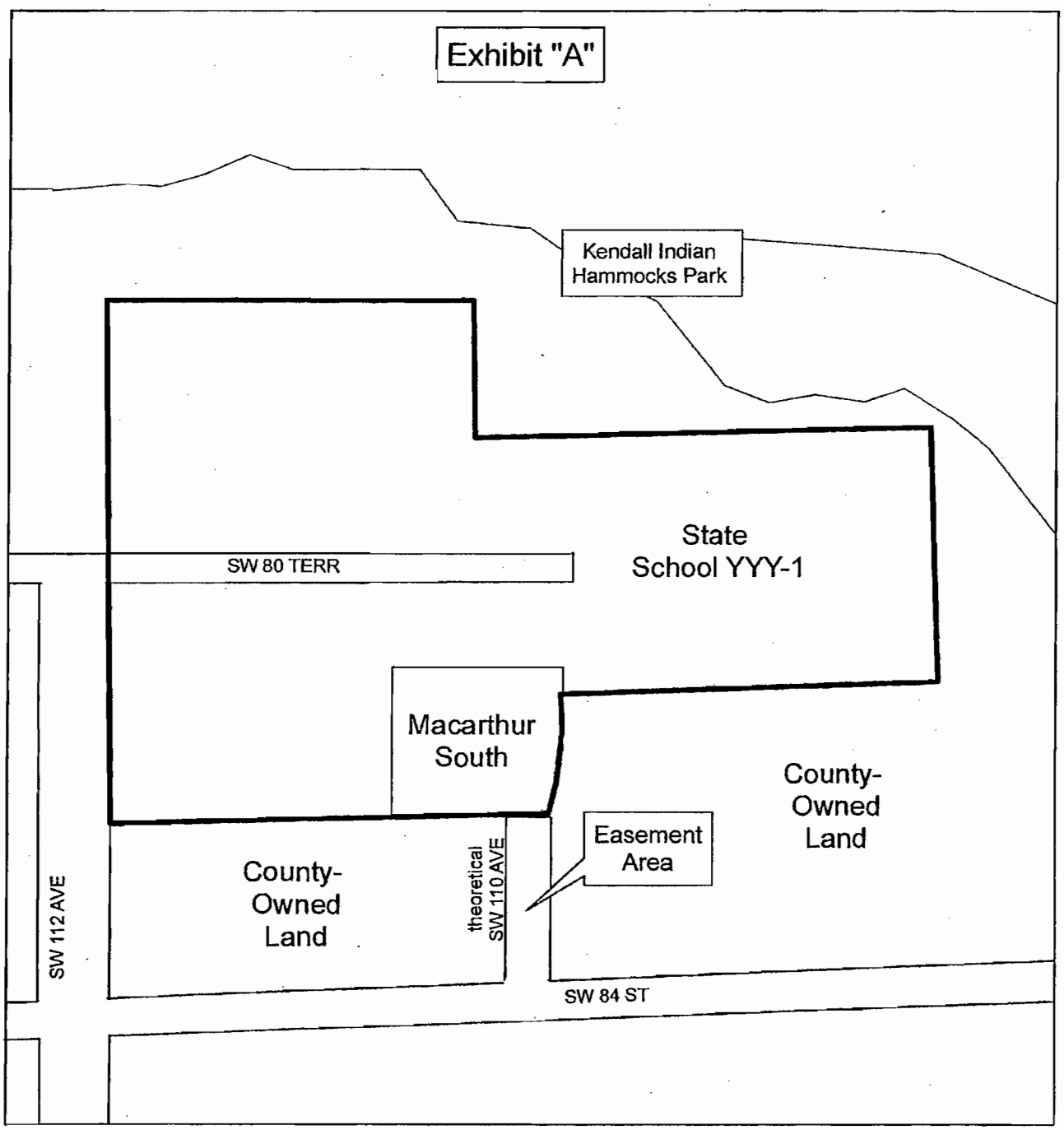
Exhibit "A"
Kendall Indian Hammocks Park
State School YYY-1
SW 80 TERR
Macarthur South
County-Owned Land
Easement Area
County-Owned Land
theoretical SW 110 AVE
SW 112 AVE
SW 84 ST

N

"Exhibit B"

V:\PROJECTS\2008\08-00092 - SS YYY-1 ROAD DEDICATION\DRAWINGS\SURVEYING\08-00092.DWG —— by IDIAZ

LEGAL DESCRIPTION:

PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORHWEST CORNER OF SAID SOUTHEAST 1/4 OF SAID SECTION 31, THENCE N87°38'48"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 31 FOR 940.28 FEET, THENCE S02°21'12"E FOR 575.70 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED. THENCE N88°29'54"E FOR 22.67 FEET, THENCE S06°28'18"W FOR 95.99 FEET, THNCE S13°35'07"W FOR 109.73 FEET, THENCE S02°11'51"E FOR 506.55 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SW 84 STREET, THENCE S87°41'41"W ALONG SAID NORTH RIGHT OF WAY LINE OF SW 84 STREET FOR 40.05 FEET, THENCE N02°13'43"W FOR 337.85 FEET, THENCE N87°46'17"E FOR 6.89 FEET, THENCE N02°17'20"W FOR 145.16 FEET, THENCE N87°41'41"E FOR 14.52 FEET TO A POINT ON A CURVE THAT IS CONCAVE TO THE NORTHWEST AND BEARS N74°53'20"W TO ITS CENTERPOINT, SSAID CURVE HAVING A RADIUS OF 932.03 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°35'07" FOR AN ARC DISTANCE OF 228.59 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 22,168.94 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

2- DATE PREPARED: MARCH 12, 2008.

3- **THIS IS NOT A SURVEY.**

4- BEARINGS ARE BASED ON THE CENTERLINE OF SW 84 STREET (S87°41'41"W-ASSUMED).

5- PREPARED FOR: MIAMI-DADE COUNTY PUBLIC SCHOOLS.

LEGEND:

ABBREVIATIONS:

D = DELTA ANGLE
LB = LICENSED BUSINESS
L = LENGTH
NO. = NUMBER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R = RADIUS

LINE TYPES:

—— ℄ —— CENTERLINE
—— ℙ —— PROPERTY LINE

PROPOSED ROAD DEDICATION

SAMUEL M. FISCHBEIN
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No.3587
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISIONS

SKETCH & LEGAL DESCRIPTION

STATE SCHOOL YYY-1, MIAMI, FL.
FOR: MIAMI-DADE COUNTY PUBLIC SCHOOLS

MILLER LEGG
Miami-Dade Office: 10418 N.W 31st Terrace
Miami, Florida - 33172-1200
305-599-6381 - Fax: 305-599-2797
www.millerlegg.com

08-00092
08-00092.DWG
3/12/08 1/4

LOCATION MAP

MILLER LEGG
Miami-Dade Office: 10418 N.W 31st Terrace
Miami, Florida - 33172-1200
305-599-6381 · Fax: 305-599-2797
www.millerlegg.com

SEE SHEET 1 OF 5 FOR LEGAL DESCRIPTION AND LEGEND

Certificate of Authorization LB 6680

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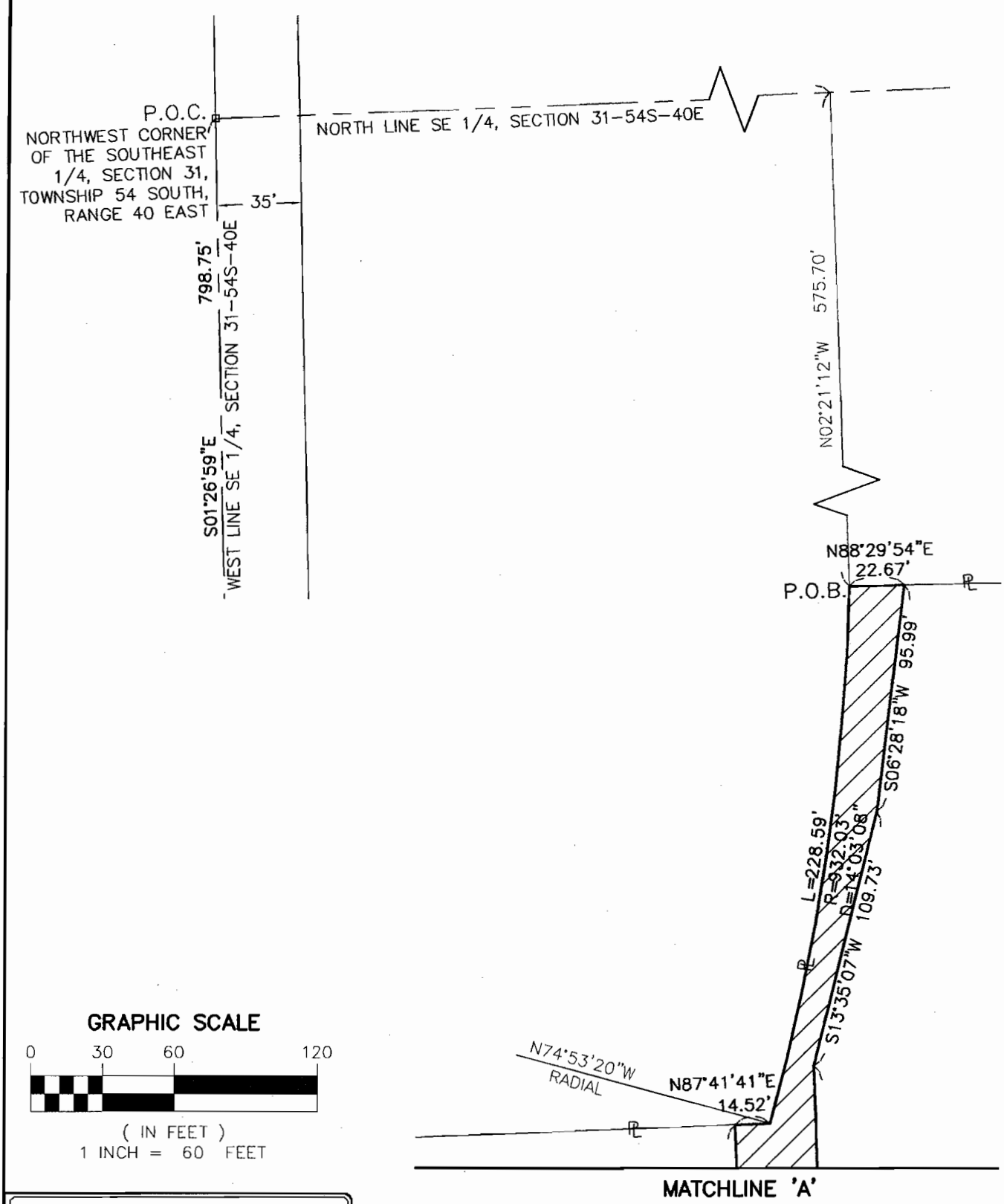
SKETCH & LEGAL DESCRIPTION

PROJECT NO.	FILE NO.
08-00092	08-00092.DWG

V:\PROJECTS\2008\08-00092 - SS YYY-1 ROAD DEDICATION\DRAWINGS\SURVEYING\08-00092.DWG ---- by IDIAZ



GRAPHIC SCALE

0 30 60 120

(IN FEET)
1 INCH = 60 FEET

MILLER LEGG
Miami-Dade Office: 10418 N.W 31st Terrace
Miami, Florida · 33172-1200
305-599-6381 · Fax: 305-599-2797
www.millerlegg.com

SEE SHEET 1 OF 5 FOR LEGAL DESCRIPTION AND LEGEND

Certificate of Authorization LB 6680 THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

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SKETCH & LEGAL DESCRIPTION

PROJECT NO.	FILE NO.
08-00092	08-00092.DWG

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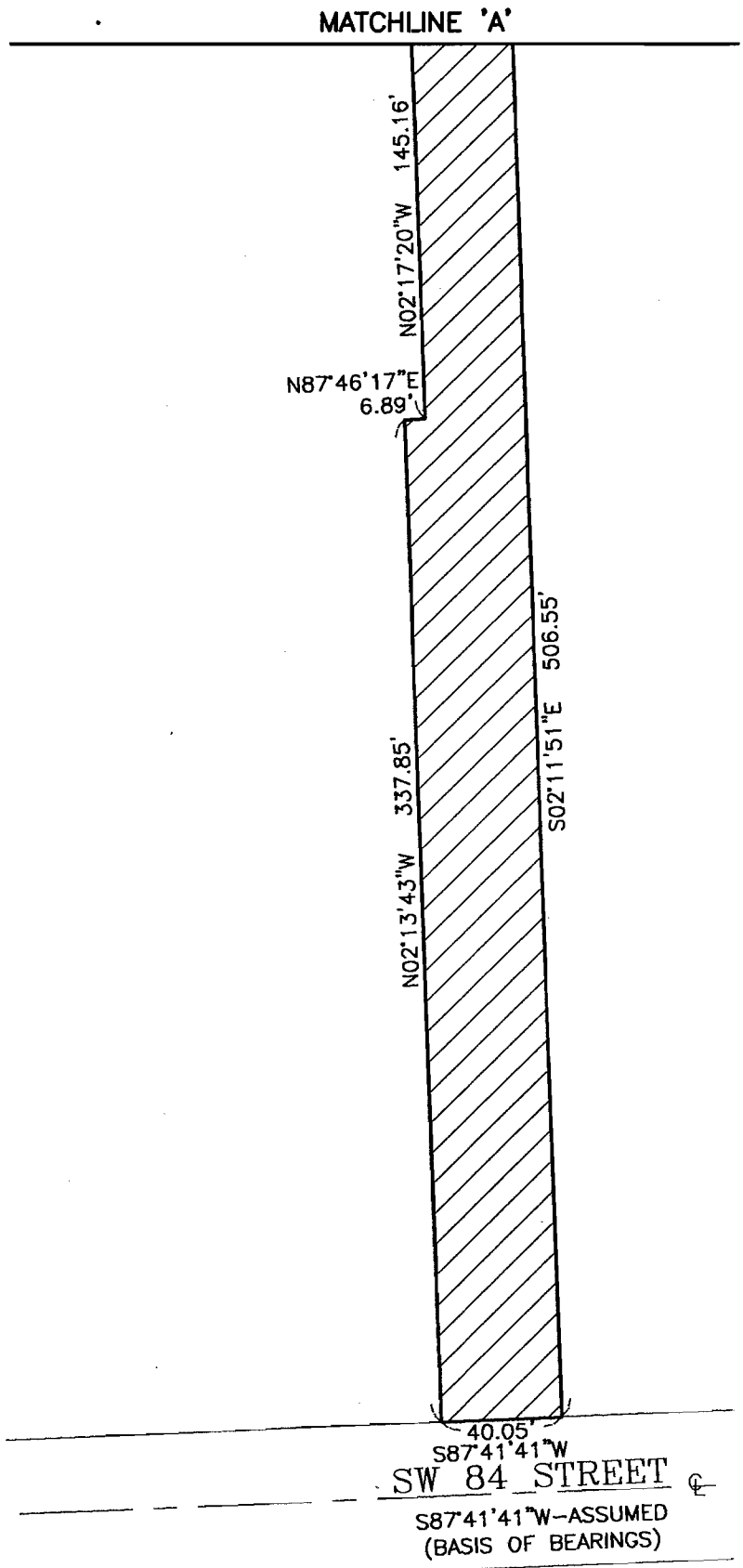

GRAPHIC SCALE

0 30 60 120

(IN FEET)
1 INCH = 60 FEET

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SEE SHEET 1 OF 5 FOR LEGAL DESCRIPTION AND LEGEND

Certificate of Authorization LB 6680

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

16

SKETCH & LEGAL DESCRIPTION

PROJECT NO.	FILE NO.
08-00092	08-00092.DWG

Office of Superintendent of Schools
Board Meeting of October 15, 2008

October 1, 2008

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

SUBJECT: **1) AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND THE CHAIR AND SECRETARY TO EXECUTE AN EASEMENT AGREEMENT WITH MIAMI-DADE COUNTY, FOR USE OF A PORTION OF COUNTY-OWNED PROPERTY AT SW 84 STREET AND THEORETICAL SW 110 AVENUE, AS A MEANS OF INGRESS/EGRESS TO STATE SCHOOL "YYY-1" (RELIEF FOR MIAMI PALMETTO, MIAMI KILLIAN AND MIAMI SUNSET SENIOR HIGH SCHOOLS), LOCATED AT 11005 SW 84 STREET, MIAMI; AND**

2) AUTHORIZE THE CHAIR AND SECRETARY TO EXECUTE THE NECESSARY DOCUMENTS TO DEDICATE LAND TO THE COUNTY FOR RIGHT-OF-WAY PURPOSES, ADJACENT TO STATE SCHOOL "YYY-1"

COMMITTEE: **FACILITIES AND CONSTRUCTION REFORM**

LINK TO STRATEGIC PLAN: **IMPROVE CONSTRUCTION SERVICES**

Background

The District is in the process of constructing State School "YYY-1" (School) on a portion of a 29-acre Board-owned parcel, located at 11005 SW 84 Street, Miami (Site). Miami-Dade County (County) staff have indicated a willingness to enter into an easement agreement with the District to allow use of an existing private County-owned road, located at approximately SW 84 Street and theoretical SW 110 Avenue (Easement Area), as a means of ingress/egress to the School (see location map). This road will be jointly used by the County and District, with the District's use to consist primarily of School buses and student drivers exiting the School.

In addition to the above, the project also requires the improvement of a portion of vacant Board-owned land located adjacent to the School, as well as additional County-owned land, to complete construction of SW 112 Avenue (see location map). As a result, the District must dedicate certain Board-owned land for use as public right-of-way. County staff have indicated a willingness to designate the remaining portion of County-owned land for public right-of-way purposes. The District will improve both parcels for use as SW 112 Avenue, at the District's expense.

Easement Agreement

Terms of the proposed easement agreement (Agreement) are, substantially, as follows:

- the District shall have non-exclusive, perpetual use of the Easement Area as a means of ingress and egress to the School for vehicles and pedestrians;
- the County shall continue to have use of the Easement Area at all times;
- the District shall be responsible for maintaining the Easement Area, including any and all improvements constructed by the District therein;
- this Agreement shall constitute a covenant running with the land and remain in effect and be binding upon both the County and the District, and any successor owners of the Easement Area or the Site, in perpetuity;
- the parties shall each indemnify and hold harmless the other, subject to the limitations included within Section 768.28, Florida Statutes;
- in the event of litigation, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels; and
- for purposes of this Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this Agreement.

Right-of-Way Dedication

The Board-owned land to be dedicated to the County for public right-of-way purposes totals approximately 3,040.16 square feet, or 0.07 acres, more or less, and is more fully described in Exhibit "A" attached hereto.

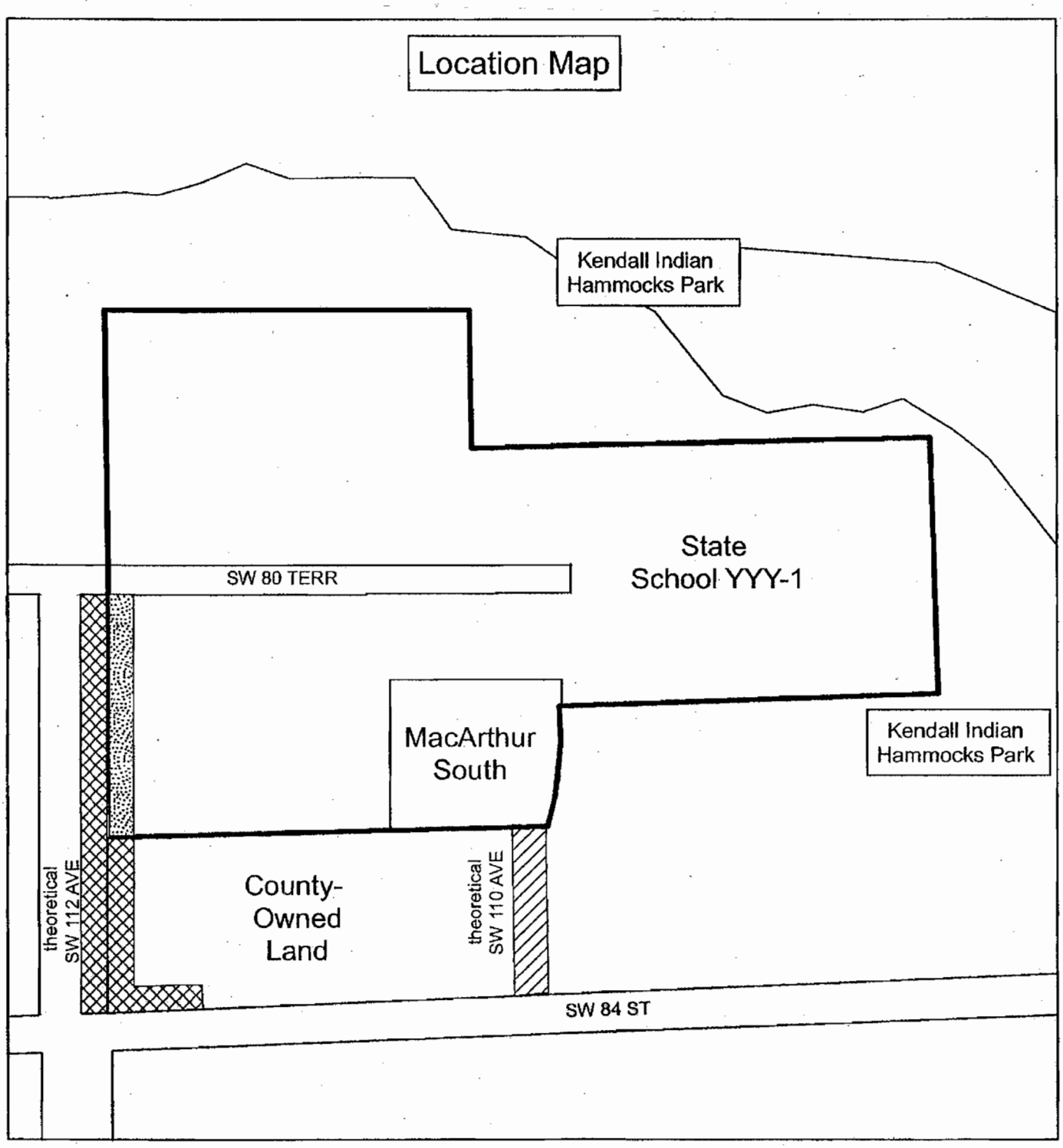
The proposed Agreement and any documents necessary to effectuate the right-of-way conveyance will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The South Regional Center Superintendent and the Office of School Facilities concur with the proposed Agreement and right-of-way dedication.

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

1) authorize the Superintendent to finalize negotiations and the Chair and Secretary to execute an easement agreement with Miami-Dade County, for use of a portion of County-owned property at SW 84 Street and theoretical SW 110 Avenue, as a means of ingress/egress to State School "YYY-1" (relief for Miami Palmetto, Miami Killian and Miami Sunset Senior High Schools), located at 11005 SW 84 Street, Miami; and

2) authorize the Chair and Secretary to execute the necessary documents to dedicate land to the County for right-of-way purposes, adjacent to State School "YYY-1".

MCA:mca



Legend

- Easement Area
- Land to be dedicated by Board
- County- Owned Land to be designated by County for use as public right-of-way

(not to scale)

N

Exhibit "A"

LEGAL DESCRIPTION:

PORTIONS OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI–DADE COUNTY FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST ¼ OF SECTION 31, THENCE S01° 26'59"E ALONG THE WEST LINE OF THE AFORESAID WEST LINE OF THE SOUTHEAST ¼ OF SECTION 31 FOR 292.53 FEET, THENCE N87°41'41"E FOR 35.00 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED: THENCE CONTINUE N87°41'41"E FOR 6.00 FEET, THENCE S01°26'59"E ALONG A LINE THAT IS 41.00 FEET EASTERLY OF AND PARALLEL WITH THE AFORESAID WEST LINE OF THE SOUTHEAST ¼ OF SECTION 31 FOR 506.75 FEET, THENCE S87°41'41"W FOR 6.00 FEET TO A POINT ON A LINE THAT IS 35.00 FEET EASTERLY OF AND PARALLEL WITH THE AFORESAID WEST LINE OF THE SOUTHEAST ¼ OF SECTION 31, THENCE N01°26'59"W ALONG SAID PARALLEL LINE FOR 506.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 3040.16 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

LEGEND:

ABBREVIATIONS:

LB = LICENSED BUSINESS
NO. = NUMBER
P.O.B. = POINT OF BEGINNING

LINE TYPES:

PROPERTY LINE ——℄——

PROPOSED ROAD DEDICATION

SURVEYOR'S NOTES:

1– NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

2– DATE PREPARED: AUGUST 26, 2008.

3– THIS IS NOT A SURVEY.

4– BEARINGS ARE BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 31, RANGE 54S, TOWNSHIP 40E (S1°26'59"E–ASSUMED).

5– PREPARED FOR: MIAMI–DADE COUNTY PUBLIC SCHOOLS.

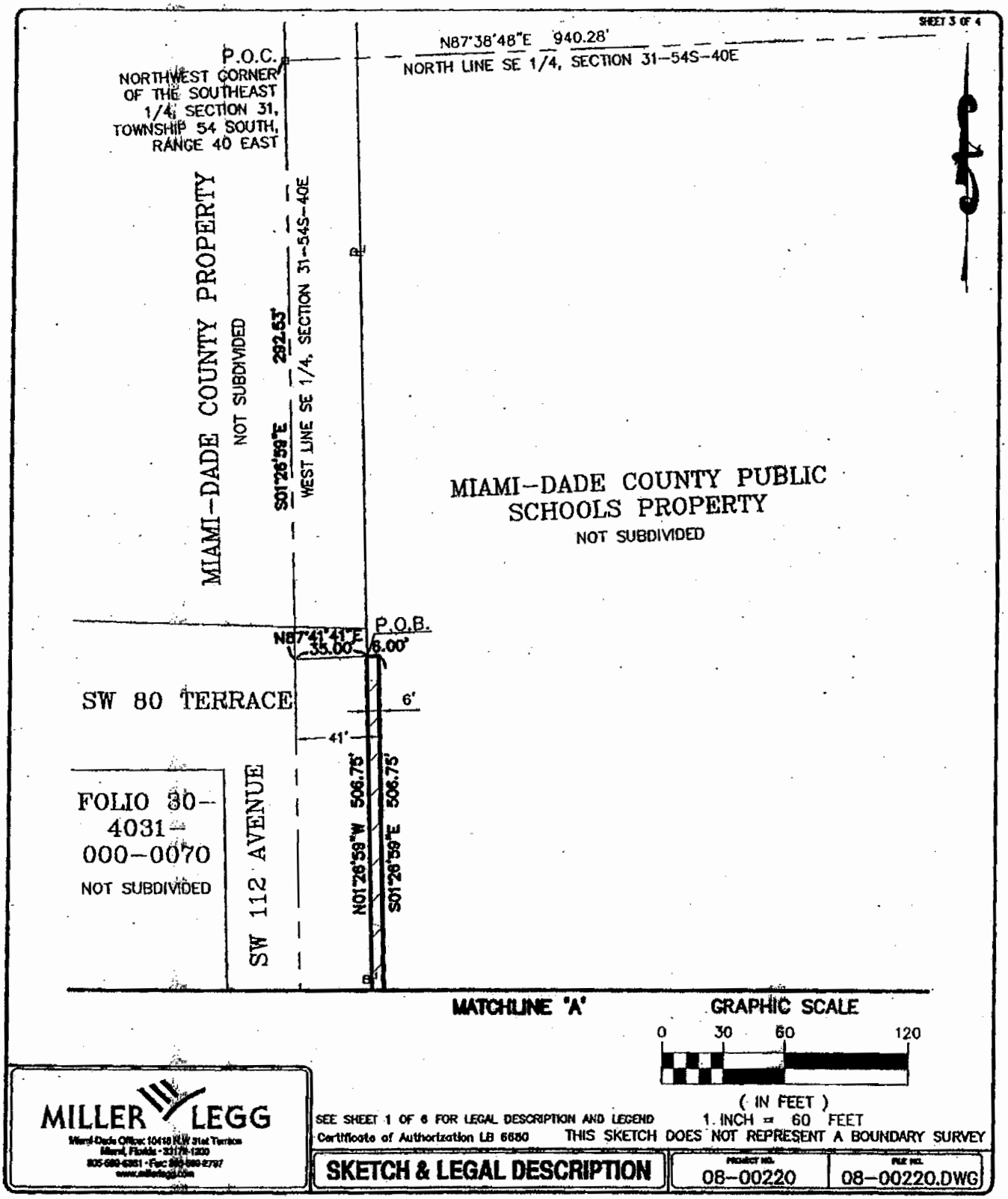
SAMUEL M. FISCHBEIN
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No.3587
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LOCATION MAP

MILLER LEGG
Miami-Dade Office: 10418 N.W. 31st Terrace
Miami, Florida - 33172-1200
305-599-6981 · Fax: 305-599-2797
www.millerlegg.com

SEE SHEET 1 OF 6 FOR LEGAL DESCRIPTION AND LEGEND
Certificate of Authorization LB 6680

SKETCH & LEGAL DESCRIPTION	PROJECT NO. 08-00220	FILE NO. 08-00220.DWG



MILLER LEGG
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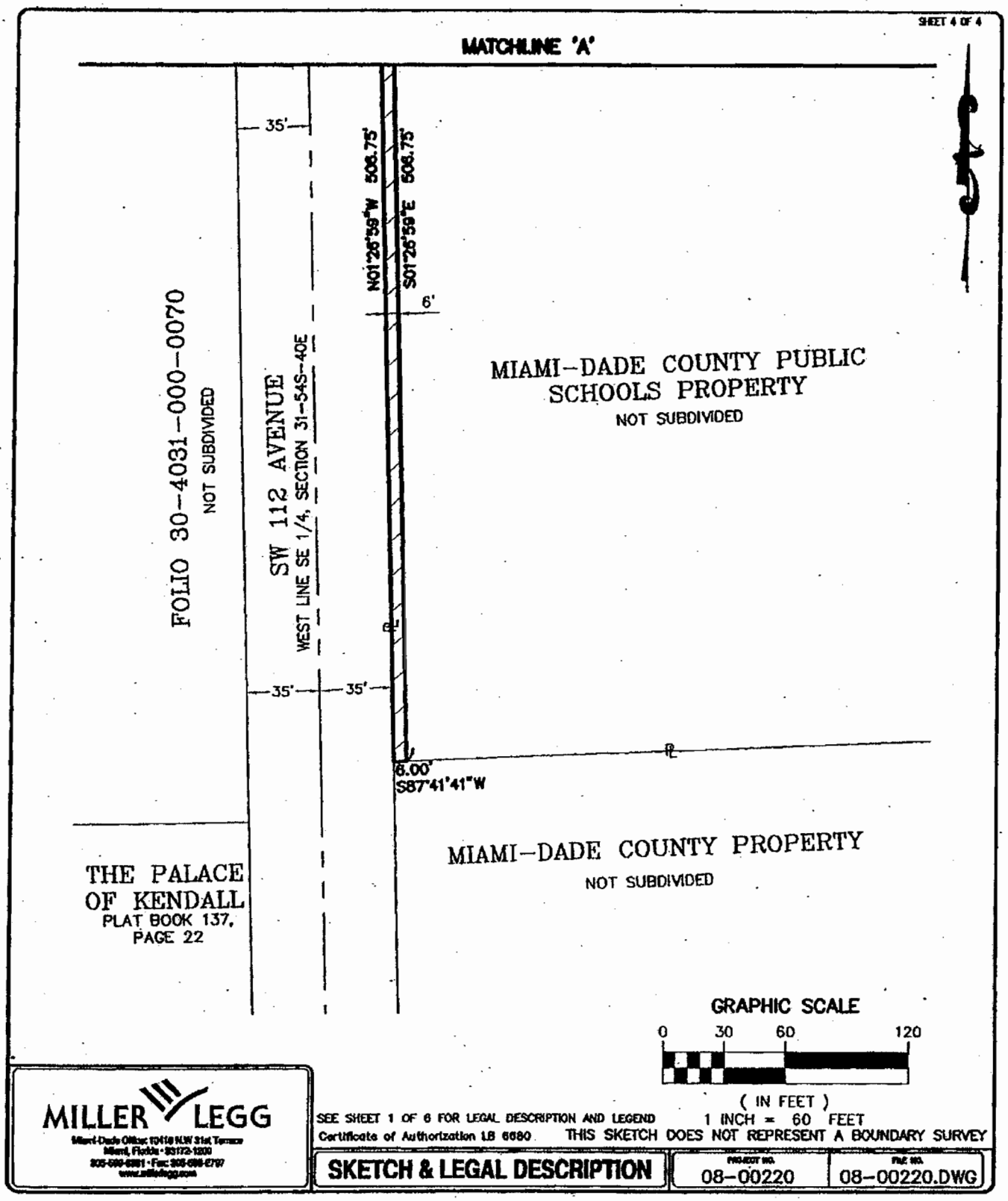
SEE SHEET 1 OF 6 FOR LEGAL DESCRIPTION AND LEGEND
Certificate of Authorization LB 6680
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & LEGAL DESCRIPTION

PROJECT NO.	FILE NO.
08-00220	08-00220.DWG


MATCHLINE 'A'
35'
N01°26'59"W 506.75'
S01°26'59"E 506.75'
6'
FOLIO 30-4031-000-0070
NOT SUBDIVIDED
SW 112 AVENUE
WEST LINE SE 1/4, SECTION 31-54S-40E
MIAMI-DADE COUNTY PUBLIC SCHOOLS PROPERTY
NOT SUBDIVIDED
35'
35'
6.00'
S87°41'41"W
MIAMI-DADE COUNTY PROPERTY
NOT SUBDIVIDED
THE PALACE OF KENDALL
PLAT BOOK 137, PAGE 22
GRAPHIC SCALE
0 30 60 120
(IN FEET)
1 INCH = 60 FEET
MILLER LEGG
SEE SHEET 1 OF 6 FOR LEGAL DESCRIPTION AND LEGEND
Certificate of Authorization LB 6680
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SKETCH & LEGAL DESCRIPTION
08-00220
08-00220.DWG

112,004	**E-146**	**AWARDED**	Bid No. 075-HH05 – Paper: Laser-Printer Roll, to various vendors as delineated in the Official Agenda, effective October 15, 2008 through October 14, 2010.
112,005	**E-147**	**TERMINATED**	Contract No. 070-EE10 – Sign-Language Interpretation Services, with **Carmazzi of Florida, f.n.a. Adriana Schaked, Translations, LLC,** effective October 15, 2008, pursuant to the conditions stipulated in the agenda item.
112,006	**E-148**	**AWARDED**	Bid No. 107-HH07 – Hand Trucks, to various vendors as delineated in the Official Agenda, effective October 15, 2008 through October 14, 2009.
112,007	**E-200**	**AUTHORIZED***	The Superintendent to initiate rulemaking proceedings, in accordance with the Administrative Procedure Act to: 1. repeal School Board Rule 6Gx13-4D-1.081, Tax Sheltered Investment Plan – Policy, and the document, *Tax Sheltered Investment Plan Rules and Guidelines*, which is incorporated by reference and made part of this rule; and 2. promulgate new School Board Rule 6Gx13-4D-1.103, Supplemental Retirement Investment Programs. * **As amended** to include the following: "In addition to the five companies recommended in the IBC Model Plan, include all other 51 existing vendors doing business with the District to the plan; and at a subsequent meeting the Board will choose, upon recommendation from the insurance department, to eliminate those companies (20-30), which are inactive or serve only a small number of District employees."
112,008	**E-201**	**AUTHORIZED***	The Superintendent to initiate rulemaking proceedings in accordance with the Administrative Procedure Act to amend School Board Rule 6Gx13-6A-1.112, Acceptable Use Policy for the Network. * **As amended** to include the following: "If someone other than staff or a student is found to be in violation of the rule, the individual should lose whatever position is held for having allowed them to have access to the system."
112,009	**F-1**	**AUTHORIZED**	The Superintendent to accept a Declaration of Restrictions in connection with a Land Use Application by Rollert Investments, Inc., located at 2744 SW 7 Street, for the provision of a voluntary monetary donation over and above educational facilities impact fees in the amount of $5,851.
112,010	**F-2**	**AUTHORIZED**	The Superintendent to accept a Declaration of Restrictions in connection with Land Use ApplicationLU-2006-024, Palomo and Palomo Holdings, Inc., located at 1292 SW 21 Terrace and 2149 SW 13 Avenue, for the provision of a voluntary monetary donation over and above educational facilities impact fees in the amount of $75,532.
112,011	**F-3**	**AUTHORIZED**	Recommended approval to Miami-Dade County of a request from Poinciana Grove, Ltd., for exemption from Educational Facilities Impact Fees in connection with a proposed housing project for the elderly, located at 5601 NW 2 Avenue, Miami.
********	**F-4**	**WITHDREW**	Request for the Superintendent to finalize negotiations and the Chair and Secretary to execute a Landscape Maintenance Covenant with the City of Miami for the District to maintain landscape improvements within public right-of way, located adjacent to Miami Jackson Senior High School, at 1751 NW 36 Street, Miami, substantially in conformance with the terms and conditions noted in the Official Agenda.
112,012	**F-5**	**AUTHORIZED**	The Superintendent to finalize negotiations and the Chair and Secretary to execute an easement agreement with Miami-Dade County, for use of a portion of County-owned property at SW 84 Street and theoretical SW 110 Avenue, as a means of ingress/egress to State School "YYY-1" (relief for Miami Palmetto, Miami Killian and Miami Sunset Senior High Schools), located at 11005 SW 84 Street, Miami; and authorize the Chair and Secretary to execute the necessary documents to dedicate land to the County for right-of-way purposes, adjacent to State School "YYY-1".
112,013	**F-6**	**AUTHORIZED**	The Chair and Secretary to execute a Grant of Easement Agreement with Florida Power and Light Company for the electrical service requirements associated with the construction of replacement