

This instrument Prepared by:  
Ms. Ivis Barba, Coordinator II  
School Board of Miami-Dade County  
1450 NE 2<sup>nd</sup> Avenue, Room 525  
Miami, FL 33132

Parcel I.D.-06-2219-007-0230

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**GRANT OF EASEMENT FOR DIRECTIONAL SIGN**

**THIS GRANT OF EASEMENT ("Easement")**, made this 16 day of APRIL, A.D. 2013, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and public, an instrumentality of the State of Florida, hereinafter designated as "**GRANTOR**", whose mailing address is 1450 NE 2<sup>nd</sup> Avenue, #912, Miami, FL 33132, and the **CITY OF NORTH MIAMI, FL**, a municipal corporation of the State of Florida, hereinafter designated as the "**GRANTEE**", whose mailing address is Office of the City Manager, 776 NE 125 Street, North Miami, FL 33161. The GRANTOR and GRANTEE are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**Granting Clause.** That the said GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and for other and further good and valuable considerations, and subject to terms and conditions set forth herein, does hereby grant unto the GRANTEE, for the term hereinafter provided, unless terminated sooner as provided for in this Easement, the right, license, privilege and easement to enter for the expressed and limited purpose of installing, operating and maintaining a Directional Sign ("Sign"), adjacent to North Miami Middle School, located at 700 NE 137 Street, North Miami, FL ("School"). The Easement area consists of approximately 20 square feet and measures five feet by four feet (5' x4') ("Easement Area"), and more particularly described as follows, to wit:

**LEGAL DESCRIPTION OF EASEMENT AREA, SEE ATTACHED EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

**Title.** GRANTOR does hereby warrant that it has title to the above described property, that it has full power and authority to grant this Easement, and that it will defend title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

**Term.** This Grant of Easement shall be in effect for a term of thirty (30) years, commencing on the effective date hereof, and shall renew automatically for successive ten (10) year period(s) unless terminated sooner by either Party as provided for herein. The effective date of this Easement shall be the date on which all Parties hereto fully execute it ("Effective Date").

The Parties further understand and agree that this Easement is subject to automatic reversion to GRANTOR in accordance with terms and conditions hereof, including but not limited to, in the event of expiration, abandonment, termination, cancellation, unauthorized assignment or material default.

**Work to be performed.** As a condition of this Easement, GRANTEE hereby covenants and agrees that it 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, at its sole cost and expense. All such work taking place within the Easement Area shall be reviewed and approved by GRANTOR prior to the commencement of the work. All work to be performed within the Easement Area shall be done by duly licensed and insured contractors, pursuant to all required permits from all applicable jurisdictional agencies, and said permits shall be duly closed upon completion of the work. GRANTEE shall provide proof of closure of all required permits to GRANTOR within thirty (30) days of request to provide same. At such time as the Sign is removed by GRANTEE in the future, GRANTEE shall restore the Easement Area as provided for herein.

**Safety.** Prior to commencing any work within the Easement Area, GRANTEE shall submit to the School Administrator a detailed plan, acceptable to the School Administrator in his sole authority, delineating how the GRANTEE and/or its contractors will implement all necessary safety measures within and around the Easement Area, due to the GRANTEE's construction activities.

**Insurance and Indemnification by Contractor.** GRANTEE shall cause its contractor to indemnify and hold harmless GRANTOR, 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, 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, GRANTEE'S contractor shall provide proof of the following minimum levels of insurance: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of City's contractor, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of City's contractor as required by Florida Statutes, and (4) Property Insurance - "All Risk" property Insurance on any such new buildings or structures, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of completion. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

**Taxes and Regulatory Compliance.** GRANTEE shall be responsible for payment of any taxes, fees or other assessments, including but not limited to sales tax, which may be

imposed on the Easement Area or the School, which is due as a result of the use and occupancy of the Easement Area by GRANTEE. The Parties further agree that if at any time during the term of this Easement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to GRANTEE's use or occupancy of the Easement Area, GRANTEE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at GRANTEE's sole cost and expense. Non-compliance shall be deemed a material breach of this Easement.

**Liens.** GRANTEE shall permit no liens to be filed or attached to the Easement Area or School for any reason whatsoever, including, but not limited to, as a result of the work performed by GRANTEE or its contractor pursuant to this Easement. Should any lien be filed, GRANTEE shall cause said lien to be paid off or bonded off within thirty (30) days of its filing, at GRANTEE's sole cost and expense.

**Insurance and Indemnification by GRANTEE.** GRANTEE shall indemnify and hold harmless GRANTOR, 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 GRANTEE'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. This provision shall survive the abandonment, expiration or early termination of this Easement.

GRANTEE shall provide GRANTOR with proof of insurance in the types and amounts of coverage as required by the GRANTOR, including but not limited to Commercial General Liability Insurance, or as may be amended from time to time by the Parties or their designees, and naming "The School Board of Miami-Dade County, Florida, its employees and agents", as additional insured on the Commercial General Liability Insurance. Proof of coverage shall be provided to GRANTOR on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to GRANTOR on or before the Commencement Date of this Easement, and shall remain in full force and effect during the term of this Easement, and GRANTEE shall furnish GRANTOR evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy. In the alternative, GRANTEE shall provide ongoing proof, acceptable to the District's Office of Risk Management & Benefits, of the GRANTEE'S self-insurance program covering all such liabilities.

**No Liability for Personal Property.** GRANTEE agrees to insure or self-insure its interests in personal property within the Easement Area to the extent it deems necessary or appropriate and hereby waives all right to recover for loss or damage by any means and waives all rights to recovery for loss or damage to such property by any cause whatsoever. The GRANTEE hereby waives all rights of subrogation against the GRANTOR under any policy or policies it may carry, or on property placed or moved on the Easement Area. This provision shall survive the expiration or early termination of this Easement.

**Liability for Damage or Injury.** GRANTOR shall not be liable for any damage or injury which may be sustained by GRANTEE or any persons on the Easement Area, other than damage or injury resulting from the gross negligence or culpable conduct on the part of GRANTOR, its agents, representatives or employees, subject to and within the limitations of Section 768.28, F.S., as same may be amended from time to time.

**Damage or Destruction.** In the event GRANTEE'S Sign, located within the Easement Area, were to be destroyed or so damaged by fire, windstorm or other casualty, to the extent the Easement Area is rendered unfit for the purposes of the GRANTEE, the GRANTEE, at its sole cost and expense, shall cause the improvements located within the Easement Area to be repaired and placed in a safe and useable condition within ninety (90) days from the date of said damage, or other reasonable period of time as mutually agreed to by the Parties. In the alternative, GRANTEE may remove the Sign and all improvements constructed within the Easement Area, and restore the Easement Area as provided for herein.

**Condition of Easement.** GRANTEE accepts the Easement Area granted to it in "as-is" "where-is" condition as of the date of conveyance by GRANTOR. In the event the Easement Area is damaged or destroyed during GRANTEE'S occupancy, and GRANTEE elects not to repair or replace the improvements located therein, GRANTEE shall restore the Easement Area to the same or better condition as existed on the date of conveyance of same by GRANTOR, and as may be required in order to comply with all applicable laws. GRANTEE shall perform such tasks and shall replace, remove and/or repair all such items from or within the Easement Area as may be required to accomplish the foregoing.

**Maintenance.** GRANTEE shall be responsible for all repair, maintenance and upkeep of the Easement Area, and shall immediately remove any refuse or debris from the Easement Area, and shall otherwise keep the Easement Area in a safe, clean and working condition. The GRANTEE shall keep the Easement Area free and clear of any vehicles or equipment when they are not in use on the Easement Area. The GRANTEE shall repair any damage to the Easement Area resulting from the negligence of GRANTEE, or the negligence of its agents, representatives and employees. Furthermore, GRANTEE shall repair any damage to the Easement Area resulting from vandalism, abuse or third party negligence. All costs associated with this Grant of Easement, of whatever nature, including Acts of God, shall be borne by GRANTEE.

**Assignment.** GRANTEE shall not assign, transfer or sublet the Easement Area or any part thereof or permit said Easement Area to be occupied by other persons, firms, corporations, or governmental units without the GRANTOR'S prior written consent, which consent may be withheld in GRANTOR'S sole discretion.

**Advertising.** Any advertising located within the Easement Area shall be appropriate for placement adjacent to an Elementary School and in accordance with School Board Policy, as it may be amended from time to time.

**Governing Law and Exclusive Venue; Attorney's Fees.** This Easement shall be governed by the laws of the State of Florida and venue of any litigation arising out of this agreement shall be in Miami-Dade County, Florida. Each Party shall be responsible for its own attorney's fees, court costs and costs relating to any dispute.

**Waiver of Trial by Jury.** BY EXECUTION AND ACCEPTANCE OF THIS EASEMENT, GRANTOR AND GRANTEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS EASEMENT.

**Compliance with Federal, State and Local Laws.** GRANTEE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including without limitation, School Board Policies, as may be amended from time to time

**Jessica Lunsford Act.** In accordance with Sections 1012.32, 1012.465 and 435.04, Florida Statutes, and as each may be amended from time to time, and School Board Policies, and as same may be amended from time to time, GRANTEE agrees that all of its employees, agents or other individuals who provide or may provide services under this Easement shall complete all background screening requirements as outlined in the above-referenced statutes and applicable School Board Policies. GRANTEE agrees that each of its contractors, employees or agents or other individuals who will be permitted access to GRANTOR's property while students are present, or who will have direct contact with students, must pass level 2 screening requirements as described in Sections 1012.32 and 435.904, Florida Statutes. GRANTEE agrees to bear any and all costs associated with acquiring the required background screening.

**Default.** An event of default shall be deemed to have occurred by either Party to this Easement if such Party fails to observe or perform any covenant, condition or agreement of this Easement, or breaches a representation contained herein, and such failure or breach continues for a period of thirty (30) days after written notice specifying such default and requesting that it be remedied is sent to the defaulting Party by the non-defaulting Party; provided, however, that if the default is curable but cannot be cured within thirty (30) days, then the defaulting Party shall have such additional time as is reasonably needed to cure such default so long as the defaulting Party promptly commences and diligently pursues the cure of such default to completion. If an event of default shall have occurred and shall continue, the non-defaulting Party shall be entitled to all remedies available at law or in equity which may include, but not limited to, the enforcement of GRANTOR's Right of Reverter as to the Easement Area, as stipulated in this Grant of Easement, and/or specific performance.

**Abandonment.** In the event that the GRANTEE's Sign located on the Easement Area is discontinued, destroyed, removed or abandoned by GRANTEE, and another Sign is not built therein by GRANTEE 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 GRANTOR. This provision shall be self-operative;

however, GRANTEE shall execute any and all documentation, in recordable form, as proof of termination within thirty (30) calendar days of request by GRANTOR.

**Subordination.** This Easement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the GRANTOR under those leases, and to all financing that may now or hereafter affect the leases or the School, or any portion thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, GRANTEE shall execute within ten (10) business days from receipt of request, any certificate that the GANTOR may request.

**Right of Entry.** GRANTOR its agents, representative or employees shall have the right to enter the Easement Area to examine it, provided however, that such entry does not in any way interfere with the GRANTEE's use of the Easement Area.

**Nondiscrimination.** GRANTEE agrees that there will be no discrimination against any person, in violation of applicable laws, in the use of the Easement Area and the improvements located thereon. It is expressly understood that upon the determination by a court of competent jurisdiction that discrimination has occurred, the Easement may be revoked without further action on the part of the GRANTOR, effective the date of the court order.

**Third Party Beneficiaries.** This Easement is solely for the benefit of the GRANTOR and the GRANTEE and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement. Nothing in this Easement, either expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the GRANTOR and the GRANTEE any right, remedy or claim under or by reason of this Easement or any of the provisions or conditions thereof; and all of its provisions, representations and conditions shall inure to the sole benefit of, and shall be binding upon, the GRANTOR and the GRANTEE, and their respective legal representatives, successors and assigns.

**Notice and General Conditions.**

- A. All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the GRANTOR and the GRANTOR listed below:

TO GRANTOR:       The School Board of Miami-Dade County, Florida  
                      Attn: Superintendent of Schools  
                      1450 NE 2<sup>nd</sup> Avenue, #912  
                      Miami, FL 33132

with copies to:    Miami-Dade County Public Schools  
                      Chief Facilities Officer

1450 NE 2<sup>nd</sup> Avenue, #923  
Miami, FL 33132

Board Attorney's Office  
1450 NE 2<sup>nd</sup> Avenue, #430  
Miami, FL 33132  
Tel: 305-995-1304

TO GRANTEE: City of North Miami, Florida  
Attn: Stephen Johnson, City Manager  
Office of the City Manager  
776 NE 125 Street  
North Miami, FL 33161  
Tel: 305-895-9888

with copies to: City of North Miami, Florida  
Attn: Regine M. Monestime, City Attorney  
Office of the City Attorney  
776 NE 125 Street  
North Miami, FL 33161  
Tel: 305-895-9810

Notices hereunder shall be effective if delivered by certified mail, return receipt requested, personal delivery, courier service, evidenced by a delivery receipt or by an overnight express delivery service addressed to the parties for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph.

B. For purposes of this Easement, the Superintendent of Schools shall be the party designated by the Board to grant or deny modifications and approvals required by the Easement, or to cancel and/or terminate the Easement.

**Joint Preparation.** GRANTOR and GRANTEE participated fully in the preparation of this instrument and received the advice of their respective legal counsels; consequently, in case of a dispute concerning the interpretation of any provision hereof, this Easement will not be interpreted or construed against any Party.

**Covenant Running With the Land.** Subject to the other provisions contained in this Easement, all of the benefits, burdens, easements, and agreements contained herein shall constitute covenants running with the land, shall be binding upon the GRANTOR and shall inure to the benefit of the GRANTEE.

**Amendment and Termination.** Subject to the other provisions hereof, this Easement may not be amended or modified except by written agreement of the GRANTOR and the

GRANTEE.

**Sovereign Immunity.** None of the terms of this Easement shall be construed as a waiver of sovereign immunity by GRANTOR nor by GRANTEE.

**Entire Agreement.** This Easement and all Exhibits thereto and the Acceptance of Grant of Easement by GRANTEE, shall constitute the entire Grant of Easement.

**IN WITNESS WHEREOF,** the said **GRANTOR,** has executed this instrument, and has caused the same to be executed by their respective and duly authorized officers, on this, the 16 day of April, 2013.

Signed, sealed and delivered in the presence of:

**"GRANTOR"**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FL

Witnesses:

By: Perla Tabares Hantman  
Name: Perla Tabares Hantman  
Title: Chair  
Date: 4/16/13

[Signature]  
Print Name: IVIS BARBA

[Signature]  
Print Name: MICHAEL A. LEVINE

ATTESTED:

BY: [Signature]  
Name: Alberto M. Carvalho  
Title: Secretary of the School Board  
Date: 4/15/13

TO THE SCHOOL BOARD:

Approved as to Form & Legal Sufficiency:

By: [Signature] 04/09/13  
School Board Attorney

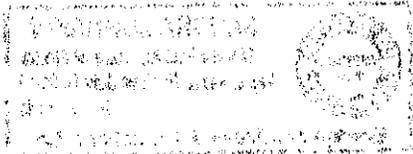
**ACCEPTANCE BY GRANTEE**

Re: That certain Grant of Easement, dated the 16 day of April, 2013, by and between The School Board of Miami-Dade County, Florida ("Schol Board") and the City of North Miami, Florida ("City"), and pursuant to Resolution # \_\_\_\_\_ adopted by the City of North Miami City Council at its regular meeting of Jan. 8, 2013, granting the [City Manager or Mayor] the authority to execute this Grant of Easement.

The undersigned Stephen E. Johnson, as City Manager of the City of North Miami, Florida, and a duly authorized officer on behalf of City, hereby accepts all the terms and conditions set forth in this Grant of Easement in accordance with the referenced Resolution.

CITY OF NORTH MIAMI, FLORIDA, a  
Municipal Corporation

By: [Signature]  
Name: Stephen E. Johnson  
Title: City Manager  
Date: May 29, 2013



ATTESTED: [Signature]

By: \_\_\_\_\_ (Seal)  
Name:  
Title: City Clerk  
Date:

TO THE CITY:  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
BY: [Signature]  
CITY ATTORNEY

**ACKNOWLEDGMENT**

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 25 day of April, 2013, by PERLA TABARES HANTMAN and ALBERTO M. CARVALHO, as Chair and Secretary, respectively, of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, who are [ ] personally known to me or [ ] who have produced \_\_\_\_\_ as identification and who executed this Grant of Easement on behalf of The School Board of Miami-Dade County, Florida, and who did not take an oath.

*Sandra Johnakin*

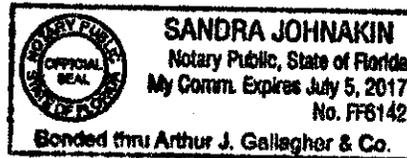
Notary Public

*Sandra Johnakin*

Print name

*FF6142*

Serial Number



ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of April, 2013, by Regina Monestita and Stephen E. Johnson as City Mgr and City Clerk, respectively, of the City of North Miami, Florida, who are [  personally known to me or [ ] ] and who has produced \_\_\_\_\_ as identification and who executed this Acceptance of Grant of Easement on behalf of the City of North Miami, Florida, and who did not take an oath.

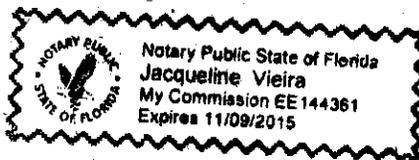
Jacqueline Vieira

Notary Public

Jacqueline Vieira

Print name

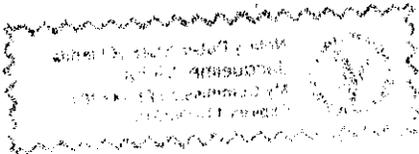
Serial Number



**EXHIBIT "A"**

**LEGAL DESCRIPTION AND LOCATION SKETCH  
OF  
EASEMENT AREA  
(DIRECTIONAL SIGN)**

**See Attached Exhibit "A"**



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

**SURVEYOR'S NOTES:**

**I- DATE OF COMPLETION:**

02-06-2013

**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:

The School Board of Miami-Dade County, FL, its successors and/or assigns  
Walter J. Harvey, Esq., School Board Attorney and its successors in office

**V- SURVEYOR'S CERTIFICATE:**

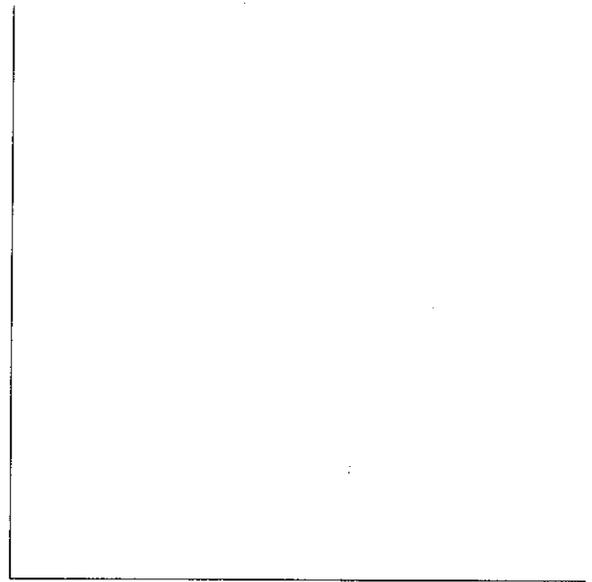
I hereby certify: That this " Sketch to Accompany Legal Description" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to accompany Legal Description" meets the intent of the applicable 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  
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. 135<sup>th</sup> STREET (STATE ROAD 916) AND N.E. 9<sup>th</sup> AVENUE; THENCE SOUTH 87°08'04" WEST, ALONG CENTER LINE OF SAID N.E. 135<sup>th</sup> 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. 135<sup>th</sup> 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 5.00 FEET; THENCE SOUTH 02°51'56" EAST A DISTANCE OF 4.00 FEET; THENCE SOUTH 87°08'04" WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

**3TCI, Inc.**

PROFESSIONAL LAND SURVEYORS AND MAPPERS  
12211 SW 129<sup>th</sup> CT. MIAMI FL 33186  
tel: 305-316-8474 fax: 305-378-1662 www.3tci.com

LB7799

SHEET 2 OF 3  
(NOT VALID WITHOUT SHEET 1 AND 3 OF 3)

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

