

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

SUBJECT: THAT THE SCHOOL BOARD:

- 1) **AUTHORIZE THE CHAIR AND SECRETARY TO EXECUTE A GRANT OF EASEMENT AGREEMENT (EASEMENT) WITH THE TOWN OF CUTLER BAY (TOWN) TO ALLOW THE TOWN TO INSTALL A PUBLIC BUS SHELTER ADJACENT TO CUTLER BAY SENIOR HIGH SCHOOL, LOCATED AT 8601 S.W. 212 STREET, CUTLER BAY, FLORIDA 33189; AND**
- 2) **AUTHORIZE THE SUPERINTENDENT TO GRANT OR DENY ANY APPROVALS REQUIRED UNDER THE EASEMENT, INCLUDING, WITHOUT LIMITATION, RENEWING, EXTENDING, CANCELING OR TERMINATING THE EASEMENT, AND PLACING THE TOWN IN DEFAULT, AS MAY BE APPLICABLE**

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

The Town of Cutler Bay (Town) is seeking to install public bus shelters within the Town and has identified the existing public bus stop adjacent to Cutler Bay Senior High School (School), located at 8601 S.W. 212 Street, Cutler Bay, Florida 33189, as a suitable location for this purpose. In surveying the public bus stop area, the Town determined that there is insufficient space to place the shelter completely on public right-of-way and has approached the District with a request for an easement measuring 29.77 feet by 10.82 feet (Easement), in order to place a portion of the shelter on the School property. All work necessary to construct the bus shelter will be performed by the Town, at no cost to the District, and the Town will restore the Board-owned site to its original condition should the shelter be removed in the future. The Easement area consists of approximately 322 square feet, more or less, and is legally described in Exhibit "A" attached hereto. The Town Council, at its meeting of September 27, 2017, adopted Resolution 17-69 approving a Grant of Easement from the Board for the proposed bus shelter.

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

- the Easement area consists of approximately 322 square feet and measures 29.77 feet by 10.82 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;
- the Town, at its sole cost and expense, shall perform any and all work necessary to facilitate the placement of the shelter within the Easement area, including but not limited to, design, permitting, installation, construction and relocation of any fencing or landscaping;
- the Town 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'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. In addition, as a condition precedent to the commencement of any work within the Easement area, the Town's contractor shall provide proof of insurance;
- the Town 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 Town'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 Town shall provide evidence of insurance in the types and amounts of coverage as required by the District, or, in the alternative, the Town shall provide ongoing proof, acceptable to the District, of the Town's self-insurance program;
- in the event the shelter or any other improvements located within the Easement area are destroyed or damaged by fire, windstorm or other casualty, the Town, at its sole cost and expense, shall cause the improvements to be repaired and placed in a safe and useable condition, or if the Town elects not to repair or replace the improvements, the Town shall remove the shelter and all other improvements located within the Easement area and restore the such area to the same or better condition as previously existed;
- the Town accepts the Easement area granted to it in "as-is" "where-is" condition as of the effective date of the Easement;

- the Town shall be responsible for all ongoing repair, maintenance and upkeep of the Easement area;
- in the event that the Town's shelter is discontinued, destroyed, removed or abandoned by the Town, and another shelter is not rebuilt or replaced therein by the Town 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, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- for purposes of this Easement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required by this Easement relating to any construction within the Easement area, advertising by the Town within the Easement area, or any other routine operational issues; and
- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to grant or deny any approvals required by this Easement, including without limitation, amending any of the exhibits to the Easement, placing the Town in default, and renewing, extending, canceling or terminating the Easement.

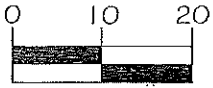
The School Principal and South Region Superintendent recommend the granting of the proposed Easement. The Easement document has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the proposed Easement document in its final form shall be made available for inspection and review by the public prior to the Board meeting.

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

1. authorize the Chair and Secretary to execute a Grant of Easement Agreement (Easement) with the Town of Cutler Bay (Town) to allow the Town to install a public bus shelter adjacent to Cutler Bay Senior School, located at 8601 S.W. 212 Street, Cutler Bay, Florida 33189, under, substantially, the terms and conditions noted; and
2. authorize the Superintendent to grant or deny any approvals required under the Easement, including, without limitation, renewing, extending, canceling or terminating the Easement, and placing the Town in default, as may be applicable.

MCA:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION BUS SHELTER LOCATION ONE EASEMENT

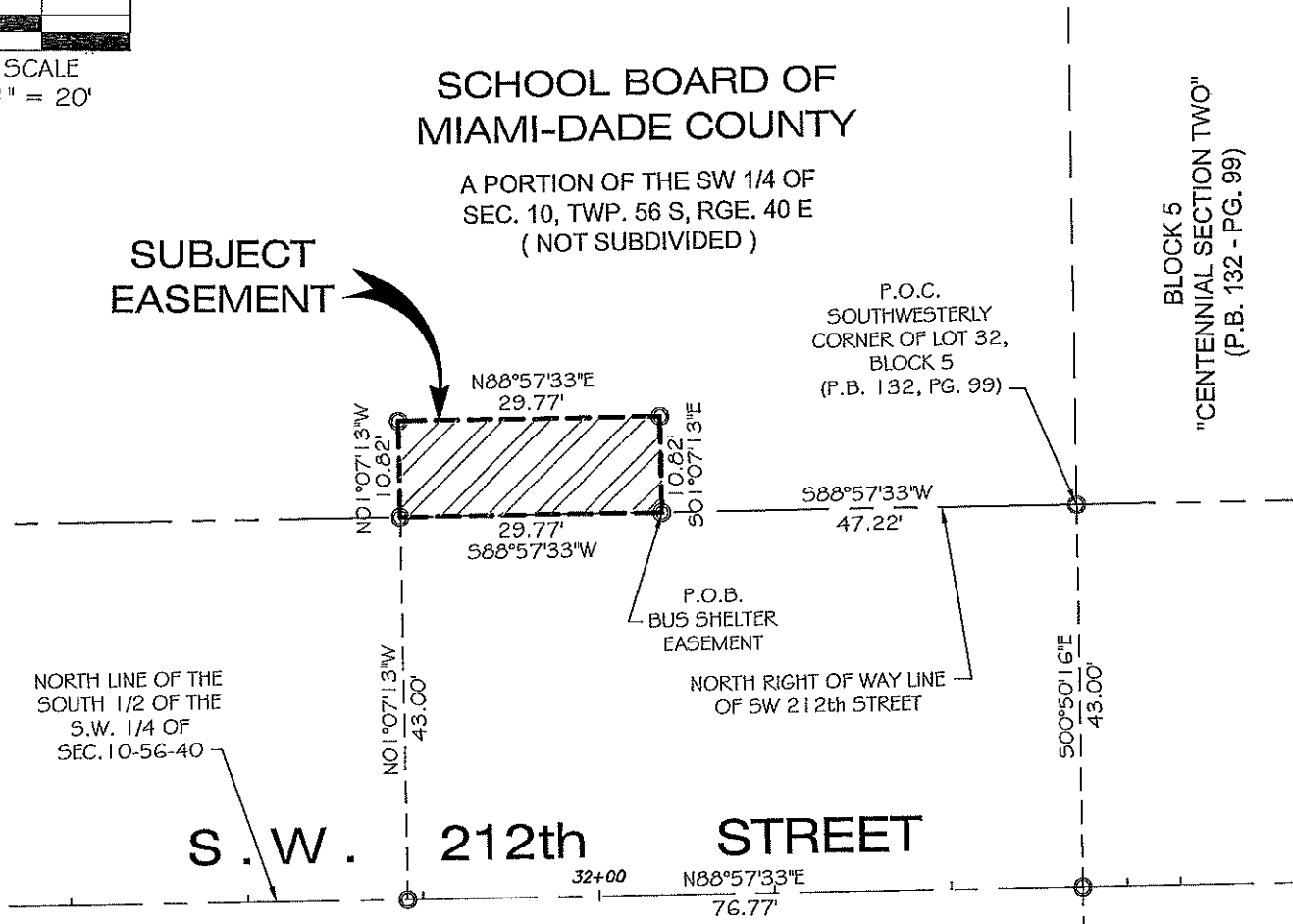


SCALE
1" = 20'

SCHOOL BOARD OF MIAMI-DADE COUNTY

A PORTION OF THE SW 1/4 OF
SEC. 10, TWP. 56 S, RGE. 40 E
(NOT SUBDIVIDED)

SUBJECT EASEMENT



LEGEND:

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.B. = PLAT BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- S.F. = SQUARE FEET
- ⊕ = CENTERLINE

TRACT "A"
"REVISED PLAT OF SAGA BAY
SECTION TEN PART ONE"
(P.B. 137 - PG. 74)

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS

7715 NW 48TH STREET, SUITE 310, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

J:\16282 Bus Shelters, 11 Locations, Culler Boy, FL\dwg\From Client\16282 SL 03-28-17.dwg 3/28/2017 2:16:11 PM EDT

JOB No. 16282.0.01 PAGE 1 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION BUS SHELTER LOCATION ONE EASEMENT

LEGAL DESCRIPTION OF BUS SHELTER LOCATION ONE EASEMENT:

A portion of the Southwest 1/4 of Section 10, Township 56 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwesterly Corner of Lot 32, Block 5 of "CENTENNIAL SECTION TWO", according to the plat thereof, as recorded in Plat Book 132, at Page 99, of the Public Records of Miami-Dade County, Florida; thence $S88^{\circ}57'33''W$ along the North Right of Way Line of SW 212th Street, for 47.22 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue $S88^{\circ}57'33''W$ along said North Right of Way Line of SW 212th Street, for 29.77 feet; thence $N01^{\circ}07'13''W$ for 10.82 feet; thence $N88^{\circ}57'33''E$ along a line parallel with and 10.82 feet North of the North Right of Way Line of SW 212th Street, for 29.77 feet; thence $S01^{\circ}07'13''E$ for 10.82 feet to the Point of Beginning.

Said lands situate in the Town of Cutler Bay, Miami-Dade County, Florida and containing 322 Square Feet, more or less, by calculations.

NOTICE: This document is not valid, full and complete without all pages.

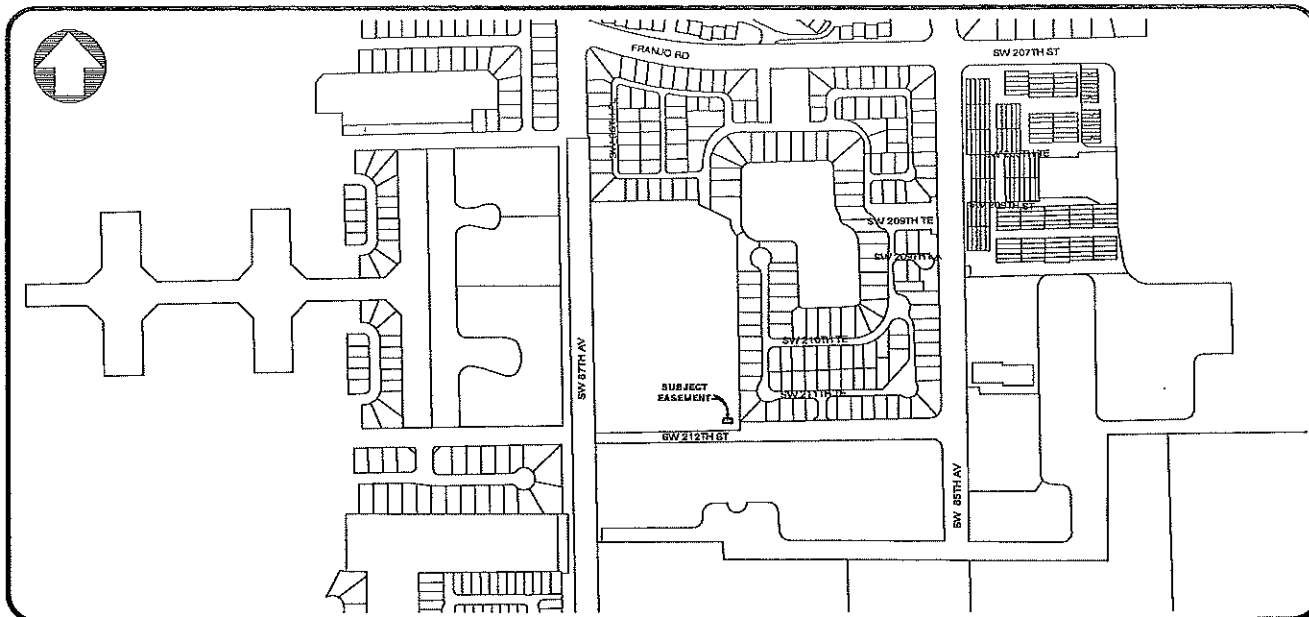
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JOB No. 16282.0.01 PAGE 2 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION BUS SHELTER LOCATION ONE EASEMENT



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1. Plat of "CENTENNIAL SECTION TWO", recorded in Plat Book 132, at Page 99, Public Records of Miami-Dade County Florida.
2. Plat of "REVISED PLAT OF SAGA BAY SECTION TEN PART ONE", recorded in Plat Book 137, at Page 74, Public Records of Miami-Dade County Florida.
3. Warranty Deed, recorded in Official Records Book 8916, at Page 460, Public Records of Miami-Dade County Florida.

In addition, the following documents were reviewed for the preparation of this Sketch and Legal Description:

1. Cad file provided by STANTEC, located at 901 Ponce de Leon Boulevard, Suite 900, Coral Gables, Florida 33134.

Bearings shown hereon are based upon the centerline of SW 212th Street with an assumed bearing of N88°57'33"E, said line to be considered a well established and monumented line.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Limitations item with respect to possible restrictions of record and utility services.

RESTRICTIONS:

Since no other information were furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" was prepared 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 "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

By: _____ Date: _____
Jose Senas, PSM
Registered Surveyor and Mapper L55938
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.

NOTICE: This document is not valid, full and complete without all pages.

This instrument was prepared by
and should be returned to:

Marta C. Alvarado, Coordinator III
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 525
Miami, FL 33132

A Portion of Folio Number: 36-6010-000-0011

GRANT OF EASEMENT FOR PUBLIC BUS SHELTER

THIS GRANT OF EASEMENT ("Easement"), made this _____ day of _____, A.D. 20____, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and public existing under the laws of the State of Florida, hereinafter designated as "**GRANTOR**", and the **TOWN OF CUTLER BAY**, a municipal corporation of the State of Florida, hereinafter designated as the "**GRANTEE**". 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 public bus shelter ("**Shelter**"), adjacent to Cutler Bay Senior High School, located at 8601 S.W. 212 Street, Cutler Bay, FL 33189 ("**School**"). The Easement area consists of approximately 322 square feet and measures 29.77 feet by 10.82 feet (29.77 x 10.82) ("**Easement Area**"), and more particularly described as follows, to wit:

**LEGAL DESCRIPTION OF EASEMENT AREA IS ATTACHED
HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.**

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 of this Easement (as hereinafter defined), 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 the last of the Parties initials or executes this Easement ("**Effective Date**"). The Parties further understand and

agree that this Easement is subject to automatic reversion to GRANTOR in accordance with the 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 Shelter within the Easement Area, including but not limited to, design, permitting, installation and construction, and relocation of the School's immediately adjacent perimeter fence ("**School fence**") and any impacted landscaping to an area immediately adjacent to the Easement Area, at the GRANTEE'S sole cost and expense. All such work taking place within the Easement Area shall be reviewed and approved by the GRANTOR prior to the commencement of the work, and all construction permits shall be issued, and the work monitored, by the GRANTOR'S Building Department. 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, without demand. 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 Shelter 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, including removal and relocation of the School fence, GRANTEE shall submit to the School Administrator a detailed plan, acceptable to the School Administrator in his/her 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, in their 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, including removal and relocation of the School fence, 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 the GRANTEE'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 GRANTEE'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 collection and payment of any taxes, fees or other assessments, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, 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 with provisions of this article 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 or cancellation 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 or cancellation 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 the Easement Area, inclusive of GRANTEE'S Shelter and/or any other improvements located within the Easement Area, is 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, including immediately repairing or replacing the School fence erected or installed adjacent to the Easement Area. In the event GRANTEE elects not to repair or replace the improvements located therein, GRANTEE shall remove the Shelter and all improvements constructed by GRANTEE within the Easement Area and restore the Easement Area to the same or better condition as existed on the Effective Date of this Easement, including relocating the School fence to the School's property line, 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, at GRANTEE'S sole cost and expense. In the event GRANTEE elects to vacate the Easement Area, this Easement shall automatically terminate and all rights hereunder shall automatically revert to the GRANTOR. Termination of this Easement 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 the GRANTOR.

Condition of Easement Area. GRANTEE covenants and agrees to accept the Easement Area in its "as-is" "where-is" condition and basis with all faults as of the Effective Date of this Easement.

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 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 Easement, of whatever nature, including Acts of God, shall be borne by GRANTEE.

Assignment. GRANTEE shall not, at any time during the term of this Easement, sublet in part or whole the Easement Area, or assign, transfer, sublet, mortgage or otherwise dispose of its interest in the Easement, or any portion or 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 the GRANTOR'S sole discretion.

Advertising. Any advertising located within the Easement Area shall be appropriate for placement adjacent to a public school and in accordance with School Board Policy, as it may be amended from time to time, as determined solely by GRANTOR.

Governing Law and Exclusive Venue. 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.

Attorney's Fees. In the event of litigation between the Parties under this Easement, each Party shall be responsible for its own attorney's fees and court costs through trial and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Easement.

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, the Florida Building Code, Jessica Lunsford Act, the Americans with Disabilities Act, and School Board Policies, as all may be further amended from time to time and to the extent required by applicable law.

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

Easement, and/or specific performance.

Abandonment. In the event that the GRANTEE'S Shelter located on the Easement Area is discontinued, destroyed, removed or abandoned by GRANTEE, and another Shelter 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, the Easement Area 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 GRANTOR 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 by GRANTOR, without penalty, 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. 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
School Board Administration Building
1450 NE 2nd Avenue, #912
Miami, FL 33132
Fax: 305-995-1488

with copies to: Miami-Dade County Public Schools
Chief Facilities Officer
Office of School Facilities
1450 NE 2nd Avenue, #923
Miami, FL 33132
Fax: 305-995-4760
E-mail: JTorrens@dadeschools.net

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
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net

TO GRANTEE: Town of Cutler Bay
Attn: _____

Fax: _____
E-mail: _____

with copies to: _____
Attn: _____

Fax: _____
E-mail: _____

Notices hereunder shall be effective given if delivered by: (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight delivery service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail 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.

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. No provision contained in this Easement shall be construed or deemed a waiver of either Party's sovereign immunity.

Authority of Superintendent. For purposes of this Easement, the Superintendent of Schools or his/her designee shall be the party designated by the GRANTOR to grant or deny any and all approvals required by this Easement relating to any construction within the Easement Area, advertising by GRANTEE within the Easement Area, or any other routine operational issues.

In addition to the above, the Superintendent of Schools shall also be the party designated by the GRANTOR to grant or deny any approvals required by this Easement, including without limitation, amending any of the exhibits to the Easement, placing the GRANTEE in default, and renewing, extending, canceling or terminating the Easement.

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

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 day of _____, 20__.

Signed, sealed and delivered in the presence of:

GRANTOR:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Witnesses:

By: _____
Name: Perla Tabares Hantman
Title: Chair
Date: _____

Print Name: _____

ATTESTED:

Print Name: _____

By: _____
Name: Alberto M. Carvalho
Title: Secretary of the School Board
Date: _____

TO THE GRANTOR: APPROVED AS TO RISK MANAGEMENT ISSUES:

RECOMMENDED:

By: _____
Office of Risk and Benefits Management
Date: _____

By: _____
Name: Jaime G. Torrens
Title: Chief Facilities Officer
Date: _____

TO THE GRANTOR: APPROVED AS TO TREASURY MANAGEMENT ISSUES:

TO THE GRANTOR: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Office of Treasury Management
Date: _____

By: _____
School Board Attorney
Date: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by PERLA TABARES HANTMAN and ALBERTO M. CARVALHO, as Chair and Secretary, respectively, of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLROIDA, who are [] personally known to me or [] and who produced _____ as identification and who did not take an oath..

Notary Public, State of Florida
Print Name: _____

Serial Number
My Commission Expires: _____

ACCEPTANCE BY GRANTEE:

Re: That certain Grant of Easement, dated the _____ day of _____, 20____, by and between The School Board of Miami-Dade County, Florida and the Town of Cutler Bay, and pursuant to Resolution # _____ adopted by the Town of Cutler Bay at its regular meeting of _____, 20____, granting the [City Manager or Mayor] the authority to accept and execute this Grant of Easement.

The undersigned _____, as _____ of the Town of Cutler Bay, and a duly authorized officer on behalf of GRANTEE, hereby accepts all the terms and conditions set forth in this Grant of Easement in accordance with the referenced Resolution.

GRANTEE:
TOWN OF CUTLER BAY

By: _____
Name: _____
Title: _____
Date: _____

ATTESTED:

By: _____
Name: _____
Title: Town Clerk
Date: _____
(Seal)

TO THE TOWN: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

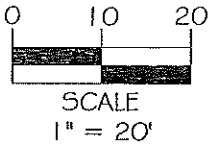
By: _____
CITY ATTORNEY
Date: _____

EXHIBIT "A"

**LEGAL DESCRIPTION AND LOCATION SKETCH
OF EASEMENT AREA
(PUBLIC BUS SHELTER)**

[consisting of 4 pages including this title page]

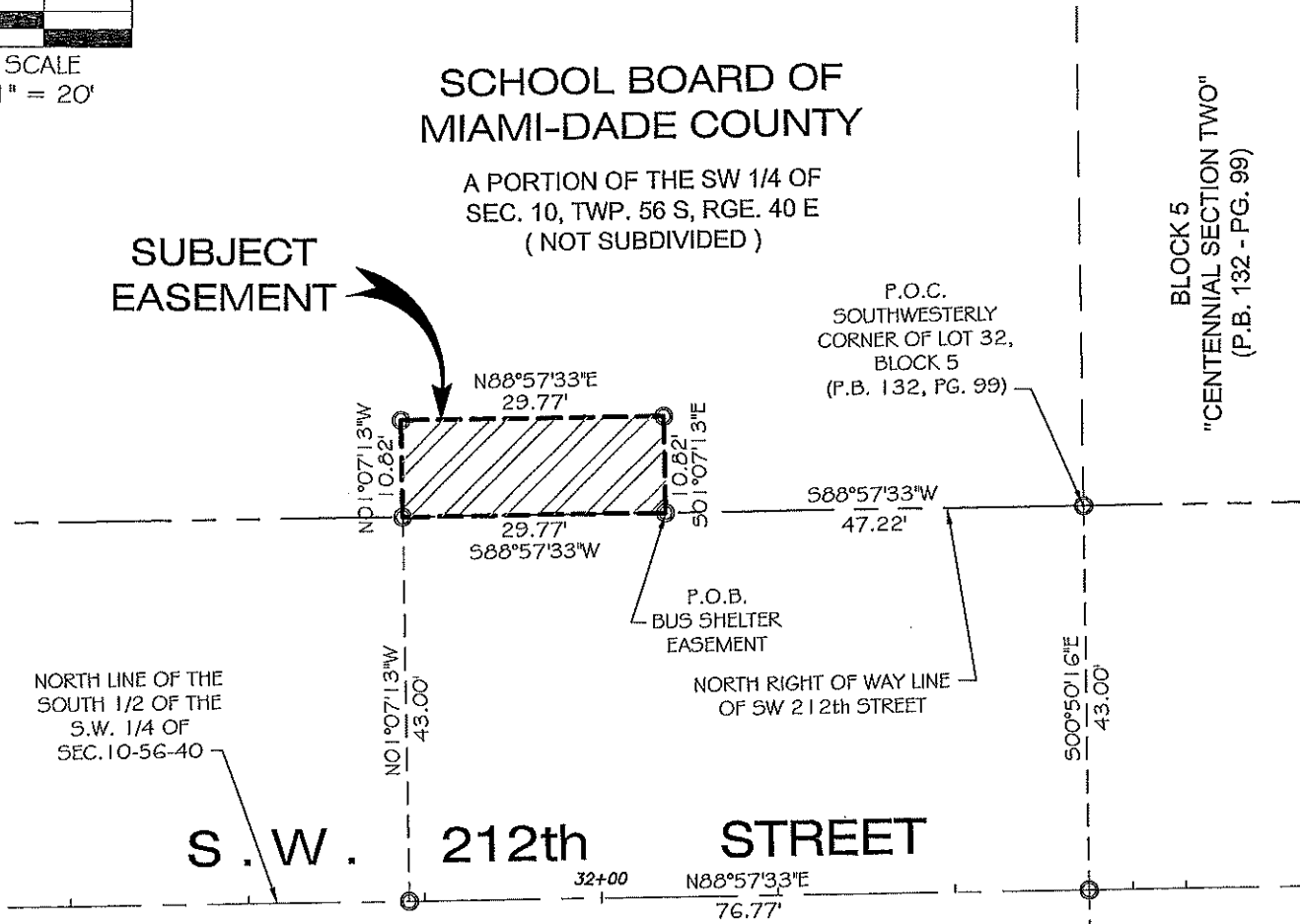
SKETCH TO ACCOMPANY LEGAL DESCRIPTION BUS SHELTER LOCATION ONE EASEMENT



SCHOOL BOARD OF MIAMI-DADE COUNTY

A PORTION OF THE SW 1/4 OF
SEC. 10, TWP. 56 S, RGE. 40 E
(NOT SUBDIVIDED)

**SUBJECT
EASEMENT**



LEGEND:

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.B. = FLAT BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- S.F. = SQUARE FEET
- ⊕ = CENTERLINE

TRACT "A"
"REVISED PLAT OF SAGA BAY
SECTION TEN PART ONE"
(P.B. 137 - PG. 74)

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS

7715 NW 48TH STREET, SUITE 310, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

J:\16282 Bus Shelters, 11 Locations, Cutler Bay, FL\dwg\From Client\16282 SL 03-28-17.dwg 3/28/2017 2:16:11 PM EDT

JOB No. 16282.0.01 PAGE 1 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
BUS SHELTER LOCATION ONE EASEMENT

LEGAL DESCRIPTION OF
BUS SHELTER LOCATION ONE EASEMENT:

A portion of the Southwest 1/4 of Section 10, Township 56 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwesterly Corner of Lot 32, Block 5 of "CENTENNIAL SECTION TWO", according to the plat thereof, as recorded in Plat Book 132, at Page 99, of the Public Records of Miami-Dade County, Florida; thence $S88^{\circ}57'33''W$ along the North Right of Way Line of SW 212th Street, for 47.22 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue $S88^{\circ}57'33''W$ along said North Right of Way Line of SW 212th Street, for 29.77 feet; thence $N01^{\circ}07'13''W$ for 10.82 feet; thence $N88^{\circ}57'33''E$ along a line parallel with and 10.82 feet North of the North Right of Way Line of SW 212th Street, for 29.77 feet; thence $S01^{\circ}07'13''E$ for 10.82 feet to the Point of Beginning.

Said lands situate in the Town of Cutler Bay, Miami-Dade County, Florida and containing 322 Square Feet, more or less, by calculations.

NOTICE: This document is not valid, full and complete without all pages.

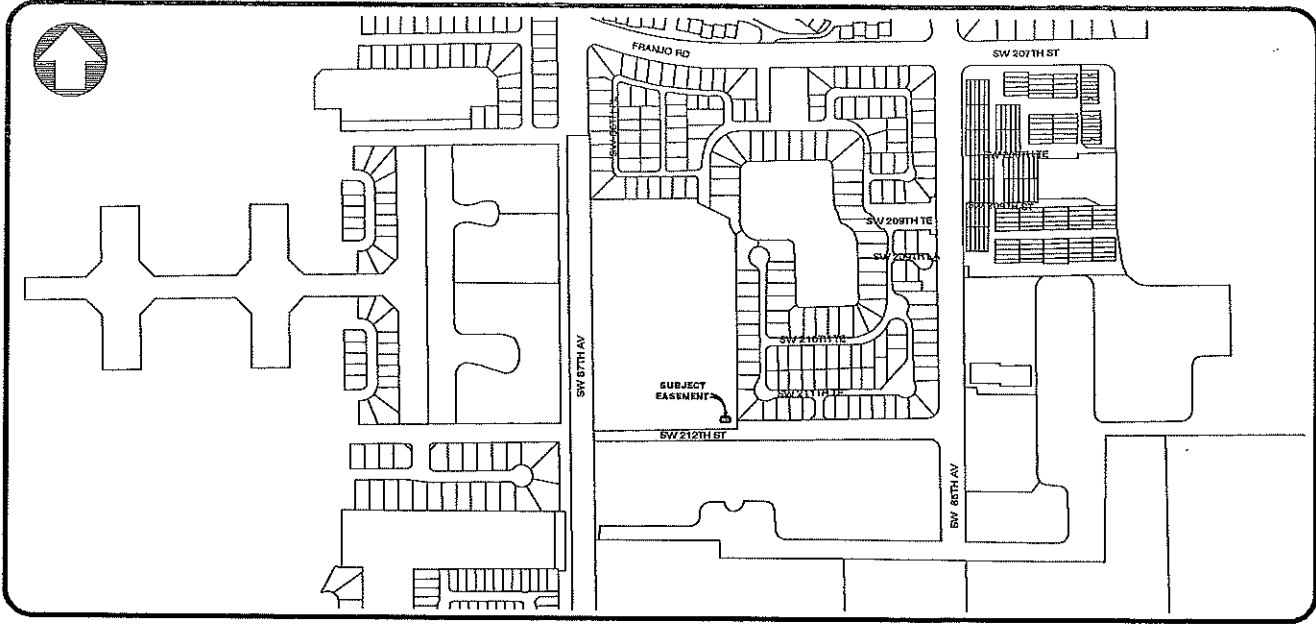
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JOB No. 16282.0.01 PAGE 2 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION BUS SHELTER LOCATION ONE EASEMENT



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1. Plat of "CENTENNIAL SECTION TWO", recorded in Plat Book 132, at Page 99, Public Records of Miami-Dade County Florida.
2. Plat of "REVISED PLAT OF SAGA BAY SECTION TEN PART ONE", recorded in Plat Book 137, at Page 74, Public Records of Miami-Dade County Florida.
3. Warranty Deed, recorded in Official Records Book 8916, at Page 460, Public Records of Miami-Dade County Florida.

In addition, the following documents were reviewed for the preparation of this Sketch and Legal Description:

1. Cad file provided by STANTEC, located at 901 Ponce de Leon Boulevard, Suite 900, Coral Gables, Florida 33134.

Bearings shown hereon are based upon the centerline of SW 212th Street with an assumed bearing of N88°57'33"E, said line to be considered a well established and monumented line.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Limitations item with respect to possible restrictions of record and utility services.

RESTRICTIONS:

Since no other information was furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" was prepared 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 "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

By: _____ Date: _____
Jose Senas, PSM
Registered Surveyor and Mapper LS5938
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.

NOTICE: This document is not valid, full and complete without all pages.



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JOB No. 16282.0.01 PAGE 3 OF 3