



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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|---------------------|---|
| MEETING DATE | 2019-06-25 10:05 - Regular School Board Meeting |
| AGENDA ITEM | ITEMS |
| CATEGORY | L. OFFICE OF PORTFOLIO SERVICES |
| DEPARTMENT | Facility Planning and Real Estate |

| |
|---|
| Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Time |
| Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No |

ITEM No.:
L-1.

TITLE:
City of Pembroke Pines Easement Agreement

REQUESTED ACTION:
Approve the Easement Agreement to grant the City of Pembroke Pines for installation of a guardrail and related improvements.

SUMMARY EXPLANATION AND BACKGROUND:
The City of Pembroke Pines (City) is requesting an Easement Agreement from The School Board of Broward County, Florida for the purposes of installing a guardrail adjacent to NW 129 Avenue right-of-way that runs along the west side of the athletic fields at Charles W. Flanagan High School. See Supporting Docs for continuation of Summary Explanation and Background. This Easement Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the District; therefore, this item does not require a Collaboration Form from the Capital Budget Department.

EXHIBITS: (List)
(1) Continuation of Summary Explanation (2) Executive Summary (3) Easement Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

| | |
|-------------------------|---------------------|
| Name: Chris O. Akagbosu | Phone: 754-321-2162 |
| Name: | Phone: |

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
6/3/2019, 4:39:45 PM

Approved In Open Board Meeting On: JUN 25 2019
By: *Heather P. Brinkman*
School Board Chair

Continuation of Summary Explanation

The easement is necessary to protect students, faculty, and staff from unsafe conditions. The installation of the guardrail is a protective solution to prevent motorized vehicles from impacting the school.

EXECUTIVE SUMMARY

City of Pembroke Pines Easement Agreement

As a result of unsafe conditions and several accidents at Charles W. Flanagan High School, involving motor vehicles running through the fence along NW 129 Avenue, the City of Pembroke Pines (City) is requesting to enter into an Easement Agreement with The School Board of Broward County, Florida (SBBC). The purpose of the Agreement is to allow SBBC to grant the City an easement and enable the City to install approximately seventy-four (74) feet of protective guardrail to cover the schools' athletic fields (triple jump, sand pit, and bleacher area) located on the east side of NW 129 Avenue. Collaborative efforts between School District and City staff determined the installation of the guardrail and related improvements provides a solution that would protect students, faculty, and staff from unsafe conditions.

It should be noted that additional precautionary efforts were implemented by Broward County's Traffic Engineering Division (BCTED) within Broward County's right-of-way (NW 129 Ave). To date, BCTED has added raised pavement markers and installation of warning signs for southbound traffic.

Consistent with SBBC's Strategic Plan Goal of "Effective Communication," School District staff notified and requested feedback from the School Principal and all pertinent School District Departments regarding the proposed easement. No objections were raised regarding the proposed easement were received.

The granting of the easement by SBBC will result in no financial impact, no maintenance costs, and will not have any future financial impacts to SBBC.

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 25th day of June, 2019, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF PEMBROKE PINES, a Florida municipal corporation
(hereinafter referred to as "CITY"),
whose principal place of business is
601 City Center Way, Pembroke Pines, FL 33025.

WHEREAS, SBBC is the owner of certain real property located at 12800 Taft Street Pembroke Pines, Florida 33028 (hereinafter, the "Property"); and

WHEREAS, SBBC and CITY desire to have SBBC grant an easement to the CITY in order to permit the CITY to install a guardrail adjacent to NW 129th Avenue in the City of Pembroke Pines, Florida;

WHEREAS, this Easement Agreement ("Agreement") and the granting of the easement serves both a municipal and public service, and is in the best interest of the SBBC and the CITY;

WHEREAS, SBBC is willing to grant the easement to CITY upon the terms herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Ownership.** CITY acknowledges that SBBC is the owner of the Property, as more particularly depicted in **Exhibit A**.

2.02 **Grant of Easement.** SBBC hereby grants unto CITY an easement on a portion of the Property, as specifically defined on documents prepared by Miller Legg and dated April 29, 2019 which consist of sheets SH-1 and SH-2 (“Easement Area”). Sheets SH-1 and SH-2 are attached hereto and incorporated herein as **Exhibit B**. The Easement Area allows CITY to install, access, and maintain a guardrail on the west side of the athletic fields at Charles W. Flanagan High School site.

2.03 **Ingress and Egress.** This Agreement includes the right of ingress and egress over the Property and Easement Area for the purposes outlined in this Agreement.

2.04 **SBBC’s Use.** SBBC retains the right to engage in any activities on, over, across or below the Easement Area and shall, for its own purposes, utilize the Property in any manner that does not unreasonably interfere with the Easement Area.

2.05 **CITY’s Use of Easement Area.**

a. This Agreement allows CITY, its authorized agents, representatives, or employees to install, access, and maintain the guardrail and related improvements, on, over, across, and through the Easement Area, which includes access the Easement Area for regular maintenance by CITY.

b. CITY shall, at its sole expense, properly and appropriately maintain and repair the guardrail and related improvements within the Easement Area, as necessary. Any and all costs and expenses associated with the construction and operation of this the Easement Area, to include, but not be limited to, liability insurance, maintenance, repair, refurbishment, replacement, and the like, shall be the sole responsibility of CITY.

c. CITY, its authorized agents, representatives, or employees shall notify the School Principal or designee, upon arrival, and in advance of accessing the Easement Area.

2.06 **Safety:** The purpose of the easement is to allow the CITY to install a guardrail along the NW 129th Avenue right-of-way that adjacent to the Easement Area along the west side of the athletic fields at Charles W. Flanagan High School. The guardrail is intended to provide protection against impacts from automobiles and other motorized vehicles along SBBC’s property adjacent to NW 129th Avenue in the City of Pembroke Pines.

2.07 **No Obstructions of Property.** The Property shall at no time be obstructed by any object that would prohibit access, ingress or egress, or in any manner, interfere with the operations of the School other than for the purpose of this Agreement.

2.08 **Environmentally Hazardous Material.** CITY hereby acknowledges that SBBC prohibits the storage or leakage of Environmentally Hazardous material on SBBC's property at any and all times. CITY agrees not to store or leak any Environmentally Hazardous materials on SBBC's property and understands that violation of this stipulation will result in SBBC's immediate termination of this Agreement and CITY will restore and return the property to the same condition that it was in on the date hereof.

2.09 **Inspection of CITY's Records by SBBC.** CITY shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of CITY's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CITY's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CITY pursuant to this Agreement. SBBC's agent or its authorized representative shall provide CITY with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the CITY's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. CITY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief of Facilities & Construction
The School Board of Broward County, Florida
600 SE 3rd Avenue, 10th Floor
Fort Lauderdale, Florida 33301

Director of Facility Planning & Real Estate
The School Board of Broward County, Florida
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301

To CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

With a Copy to: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd. #200
Fort Lauderdale, FL 33308

2.11 **Background Screening.** CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.12 **Public Records.** Both parties are required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the other party, all public records in that party's possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant

award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.13 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.14 **Insurance Requirements.** CITY shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** CITY shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Workers' Compensation.** CITY shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(c) **Auto Liability.** CITY shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(d) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) **Verification of Coverage.** Proof of the required insurance must be furnished by CITY to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit CITY to remedy any deficiencies. CITY must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(f) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(g) **Cancellation of Insurance.** CITY is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within 15 days if insurance is not in force as stated above.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **Restore:** CITY covenants and agrees that if any portion of the Property and Easement Area is disturbed, damaged, or destroyed by CITY, at any time, CITY shall, at its sole expense, promptly restore the disturbed, damaged, or destroyed portion of the Property and Easement Area to its original condition to allow for SBBC's use

2.16 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.17 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.19 **Incorporation by Reference.** Exhibits A and B, which are attached hereto and referenced herein, shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Abandonment:** If CITY abandons (does not otherwise use) the Easement Area or any portion thereof for the purposes outlined herein for one hundred eighty (180) days or this Agreement is terminated, then SBBC shall rescind this Agreement by written instrument, duly executed, acknowledged, and recorded in the public records of Broward County, Florida at the CITY's expense.

3.06 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's property pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's Property and Easement Area after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Recording of Easement:** CITY, at its own expense, shall record this fully executed Agreement in its entirety in the public records of Broward County, Florida, within fourteen (14) business days after receipt and shall provide to SBBC within ten (10) business days following recordation a copy of the recorded Agreement in its entirety which contains Official Records Book and Pages at which the Agreement is recorded.

3.08 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.09 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.10 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.11 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.15 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect

as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.16 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.17 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.18 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.19 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

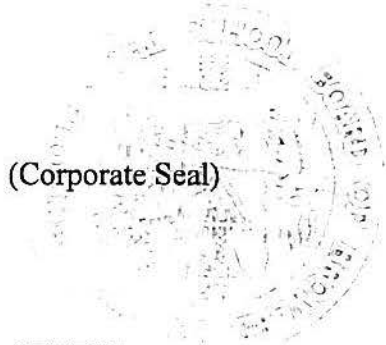
3.20 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.21 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.22 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.23 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.



(Corporate Seal)

FOR SBBC:

The School Board of Broward County, Florida

By: Heather P. Brinkworth
Heather P. Brinkworth, Chair

ATTEST

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

M. Conroy
Office of the General Counsel

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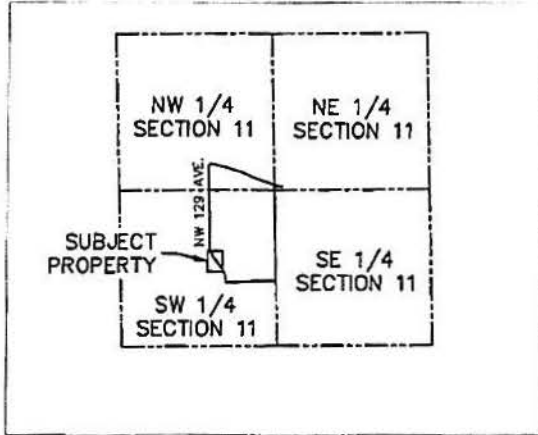


Prepared By: The Facility Planning and Real Estate Department

April 30, 2019



EXHIBIT A



LOCATION SKETCH
SECTION 11-51S-40E

- LEGEND:
- C = CENTERLINE
 - △ = DELTA
 - R = RADIUS
 - L = ARC LENGTH
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - P.B. = PLAT BOOK
 - PG. = PAGE
 - B.C.R. = BROWARD COUNTY RECORDS
 - U.E. = UTILITY EASEMENT



SURVEYOR'S NOTES:

1. SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD.
2. BEARINGS SHOWN HEREON ARE BASED ON PLAT BOOK 156, PAGE 14 B.C.R.

LEGAL DESCRIPTION:

A PORTION OF TRACT 'A' OF SCHOOL SITE 3390, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 156, PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE WESTERNMOST NORTHWEST CORNER OF SAID TRACT 'A'; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT A, SOUTH 01°43'32" EAST 1343.92 FEET TO A POINT OF CURVATURE OF A 368.24 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE AND THE WESTERLY BOUNDARY OF SAID TRACT A THROUGH A CENTRAL ANGLE OF 37°30'00" AN ARC DISTANCE OF 241.01 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 39°13'32" EAST 86.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°46' 28" EAST 3.00 FEET; THENCE SOUTH 39°13'32" EAST 90.00 FEET; THENCE SOUTH 50°46' 28" WEST 3.00 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT 'A'; THENCE ALONG SAID WESTERLY BOUNDARY NORTH 39°13'32" WEST 90.00 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

EXHIBIT B

I HEREBY CERTIFY THAT THIS SKETCH MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
DATED THIS 29TH DAY OF APRIL, 2018 A.D.

Karen A. Lynch
KAREN A. LYNCH

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 5837
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
CERTIFICATE OF AUTHORIZATION: LB8880

SEE SHEET 2 OF 2 FOR SKETCH

Certificate of Authorization L.B. 6580

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

MILLER LEGG

South Florida Office: 5747 N Andrews Way
Fort Lauderdale, Florida 33309
954-436-7000 Fax: 954-493-6339

SKETCH & DESCRIPTION

PROJECT NO.
19-00054

FILE NO.
SH-1

P.O.C.
WESTERNMOST NORTHWEST
CORNER TRACT A

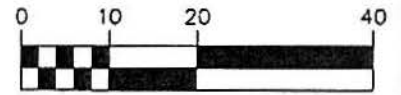
S01°43'32"E 1343.92'

R=368.24'
Δ=037°30'00"
L=241.01'

WESTERLY BOUNDARY
TRACT A



HORIZONTAL SCALE



(IN FEET)

1 INCH = 20 FEET

TRACT A
P.B. 156 PG. 14 B.C.R.

LEGEND:

- ⊙ = CENTERLINE
- △ = DELTA
- R = RADIUS
- L = ARC LENGTH
- P.O.C. = POINT OF COMMENCEMENT
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- P.B. = PLAT BOOK
- PG. = PAGE
- B.C.R. = BROWARD COUNTY RECORDS
- U.E. = UTILITY EASEMENT

S39°13'32"E 86.92'

15' U.E.
PER PLAT

40.00'

N50°46'28"E
3.00'

WESTERLY BOUNDARY
TRACT A

P.O.B.

NW 129TH AVENUE

3.00'
EASEMENT

S39°13'32"E
90.00'

N39°13'32"W 90.00'

S50°46'28"W
3.00'

EXHIBIT B

SEE SHEET 1 OF 2 FOR DESCRIPTION

MILLER LEGG

South Florida Office, 5747 N Andrews Way
Fort Lauderdale, Florida - 33309
954-438-7000 • Fax: 954-493-6639

Certificate of Authorization L.B. 6680

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

PROJECT NO.
19-00054

FILE NO.
SH-2