

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** March 4, 2025

**Presenter's Name and Title:** Salvador Zuniga City Engineer, on behalf of Engineering and Strategic Development

**Prepared By:** Salvador Zuniga, City Engineer

**Temp. Reso. Number:** R8354

**Item Description:** Temp. Reso. No. R8354, APPROVING AN EASEMENT AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY (SBBC) FOR THE ROADWAY CONSTRUCTION AND PUBLIC ACCESS WITHIN SCHOOL PROPERTY ON HENRY D. PERRY EDUCATION CENTER. (City Engineer Salvador Zuniga)

Consent ☒      Resolution ☐      Ordinance ☐      Quasi-Judicial ☐      Public Hearing ☐

**Instructions for the Office of the City Clerk:** The Agreement to be signed on the Dais.

**Public Notice** – As Required by the Sec. \_\_\_\_\_ of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_, in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_. (Fill in all that apply)

Special Voting Requirement – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_ Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous 4/5ths etc. vote of the City Commission.

**Fiscal Impact:** Yes ☐ No ☒

**REMARKS:** No Fiscal Impact


**Content:**

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR No. 8354
  - Exhibit "A": Easement Agreement
- Attachment(s)
  - Attachment 1: Location Map



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and City Commissioners

**FROM:** Dr. Roy Virgin, City Manager 

**BY:** Salvador Zuniga, City Engineer

**DATE:** February 26, 2025

**RE:** Temp. Reso. No. R8354, Approving an Easement Agreement with the School Board of Broward County (SBBC) for the roadway construction and public access within school property on Henry D. Perry Education Center

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. R8354, approving an Easement Agreement (the "Easement") with the School Board of Broward County ("SBBC") for the roadway construction and public access within school property on Henry D. Perry Education Center (the "School").

**ISSUE:** Commission approval is required to accept the easement from SBBC.

**BACKGROUND:** The City of Miramar embarked on a vision to redevelop an area of the Historic Miramar known as the Miramar Innovation and Technology Village and adopted Capital Improvement Project No. 53025 to execute the vision, including several projects such as a Park, Affordable Workforce Housing and Roadway Improvements. The road improvements will provide access to the new workforce townhome units, Parcview, approved by City Commission via Resolution 23-35. The new road improvements will also provide better circulation for school traffic around the School.

**DISCUSSION:** Most of the proposed roadway improvements will be constructed within the public right-of-way dedicated to such purpose. However, a proposed segment of the road encroaches within an area of the school, encompassing approximately 0.42 acres. The SBBC has agreed to provide an easement to the City that will allow road construction and public access. This segment will serve as the main access to the school's bus entrance and the Miramar Youth Enrichment Center (i.e. Vernon E. Hargray). The Location Map is attached.

**ANALYSIS:** The City of Miramar will be responsible for maintaining the roadway improvements.

Temp. Reso. No. R8354  
2/1/25  
2/25/25

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN EASEMENT AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY FOR THE ROADWAY CONSTRUCTION AND PUBLIC ACCESS WITHIN SCHOOL PROPERTY ON HENRY D. PERRY EDUCATION CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the School Board of Broward County (“SBBC”) is the owner of certain real property located at 3400 Wildcat Way, Miramar, Florida 33023, which is currently known as the Henry D. Perry Education Center (the “School”) and

**WHEREAS**, the City of Miramar desires to construct roadway improvements (the “Road”) on the School property; and

**WHEREAS**, the City has requested a perpetual easement to construct the Road and allow access to the City and to the public once the Road is constructed; and

**WHEREAS**, SBBC is willing to grant the Easement to the City pursuant to the terms of the Easement Agreement (the “Agreement”) attached hereto as “Exhibit A”; and

**WHEREAS**, the City Manager recommends that the City Commission approve the Agreement and authorize the City Manager to execute the Agreement in the form attached hereto as Exhibit “A;” and

Reso. No. \_\_\_\_\_

Temp. Reso. No. R8354  
2/1/25  
2/25/25

**WHEREAS**, The City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the Agreement, and authorize the City Manager to execute the Agreement, in the form attached hereto as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That it approves the Agreement with SBBC.

**Section 3:** That the City Manager is authorized to execute the Agreement in the form attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. R8354  
2/1/25  
2/25/25

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne  
Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reso. No. \_\_\_\_\_

# EXHIBIT A

## EASEMENT AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 MIRAMAR**

(hereinafter referred to as “CITY”),  
whose principal place of business is  
2300 Civic Center Place, Miramar, Florida 33025.

For the balance of this Agreement, the SBBC and CITY may jointly be referred to as the “Parties.”

**WHEREAS**, SBBC is the owner of certain real property located at 300 Wildcat Way, Miramar, Florida 33023 which is currently known as the Henry D. Perry Education Center (hereinafter, the “School”) as more particularly described in **Exhibit “A,”** and

**WHEREAS**, the CITY has requested a non-exclusive and perpetual easement to install new asphalt paving and curbing for a public road and other appropriate installations or purposes incidental thereto (hereinafter, the “Easement”); and

**WHEREAS**, the proposed new paving and curbing will benefit vehicular traffic servicing both the SBBC and the community; and

**WHEREAS**, SBBC is willing to grant the Easement to the CITY upon the terms herein.

**NOW, THEREFORE**, in consideration of the premises and 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 incorporated herein by reference.

### **ARTICLE 2 – SPECIAL CONDITIONS**

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

2.02 **Grant of Easement.** SBBC hereby grants the CITY, a temporary construction easement for the access to and installation of an asphalt roadway, pavement, curbing, sidewalk, drainage, street lights, and landscaping (hereinafter the “Improvements”), and a perpetual easement for the maintenance of the Improvements on a portion of the Property, as more particularly described in **Exhibit “B,”** which is attached and incorporated hereto (hereinafter, the “Easement Area”), in accordance with the terms of this Agreement. The easement allows the CITY to install, access, and maintain the Improvements, and to allow public access for pedestrians, SBBC buses and vehicles belonging to the general public to safely navigate the area.

2.03 **Ingress and Egress.** This Easement Agreement (hereinafter, the “Agreement”) includes the right of ingress and egress over portions of the Property that is immediately adjacent to the 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 and Maintenance of Easement Area.**

a. This Agreement allows the CITY, its authorized agents, representatives, or employees to install, access, and maintain asphalt roadway pavement, curbing, sidewalk, drainage, street lights and landscaping on, over, across, and through the Easement Area, which includes access to the Easement Area for regular maintenance by CITY.

b. CITY shall, at its sole expense, properly and appropriately maintain and repair the asphalt roadway pavement, curbing, sidewalks, drainage, streetlights, and landscaping within the Easement Area, as necessary. Any and all costs and expenses associated with the construction and operation of 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 the CITY.

2.06 **Security:** The CITY, its authorized agents, representatives, or employees shall notify the Director, Physical Plant Operations for SBBC or his or her designee upon arrival, and in advance of accessing the Easement Area only if the CITY requires the use of the Property outside of the Easement Area.

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 Property other than for the purpose of this Agreement.

2.08 **Environmentally Hazardous Material.** The CITY hereby acknowledges that the SBBC prohibits the storage or leakage of environmentally hazardous material on SBBC’s property at any and all times. The CITY agrees not to store or leak any Environmentally Hazardous materials on the Property at any and all times. The 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 the 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.** The CITY shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of the 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 the CITY's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until five (5) years after the termination of this Agreement. SBBC's agent or its authorized representative shall provide the 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. The 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 Operations and Facilities  
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: City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025

With a Copy to: City Engineer



City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025

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 SBBC 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 the CITY or its personnel providing any services under the conditions described in the previous sentence. The 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 the CITY and its personnel. The Parties agree that the failure of the 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, the 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 the CITY's failure to comply with this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or the CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This Article 2.11 shall not apply to access to the Easement Area as defined herein.

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 Easement; (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 Easement 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 Easement 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 Easement 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.** Upon execution of this Agreement, the CITY shall submit to the SBBC, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage. In addition, the Parties shall comply with the following insurance requirements throughout the term of this Agreement:

(a) Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

Each party shall keep in effect during the full term of the Agreement, self-insurance under a Risk Management Program in accordance with Section 768.28 Florida Statutes, for General and Automobile Liability.

Worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(b) Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes. The Parties reserve the right to require other insurance coverage that both Parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

(c) Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

(d) The following wording must be included in the Certificate of Insurance's description of operations:

Certificate Holder: The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida, 33301.

(e) No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

(f) The 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.

2.15 **Restore.** The CITY covenants and agrees that if any portion of the Property and Easement Area is disturbed, damaged, or destroyed by the CITY, at any time, the CITY shall, at its sole expense, promptly restore the disturbed, damaged, or destroyed portion of the Property 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.** (Not used)

2.18 **Excess Funds.** (Not used)

2.19 **Incorporation by Reference.** Exhibits "A" and "B" 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, prior to completion of the asphalt paving and curbing installation, the CITY abandons or does not otherwise use the Easement Area or any portion thereof for the purposes outlined herein for one hundred eighty (180) consecutive days, then this Easement Agreement shall automatically terminate, and SBBC shall, at the CITY's sole expense, record a written instrument acknowledging such termination in the Public Records of Broward County, Florida. Within fourteen (14) calendar days of the recording of the termination of the Easement Agreement in the public records, the CITY shall, at its sole expense, remove any and all incomplete asphalt pavement, curbing and appurtenances or parts thereof from the Easement Area and restore the Easement Area and any affected portion of the Property to its original condition to allow for SBBC's use.

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:** Within fourteen (14) calendar days of SBBC approval of this Easement Agreement, the CITY shall, at its own expense, record the fully executed Easement Agreement in the Public Records of Broward County, Florida, and within ten (10) days following recordation, the CITY shall provide to SBBC a copy of the recorded Easement Agreement which contains the Official Records Book and Page numbers in which the Easement 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders or the United States, the State of Florida, or local county and municipal governing bodies, 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. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its direction, returns the facility to an operable condition.

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. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Licensed Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.19 – Force Majeure – herein above.

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.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

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

**FOR SBBC:**

(Corporate Seal)

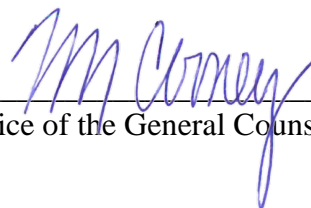
The School Board of Broward County, Florida

By: \_\_\_\_\_  
Debra Hixon, Chair

ATTEST

\_\_\_\_\_  
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOW]**

**FOR CITY:**

(Corporate Seal)

Corporation of the State of Florida

City of Miramar, Florida, a municipal

ATTEST:

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By \_\_\_\_\_  
Dr. Roy L. Virgin, City Manager

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only

By: \_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA       )  
  )  
COUNTY OF BROWARD   )

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by **Dr. Roy L. Virgin**, City Manager of **Miramar** on behalf of the City of Miramar.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



Exhibit "A"

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH ONE-HALF OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 41 EAST OF "NEWMAN'S SURVEY OF THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 41 EAST" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 26, AS UTILIZED BY PLATS WITHIN THIS SECTION; THENCE RUN NORTH 88°07'24" EAST ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 26, AS A BASIS OF BEARINGS FOR A DISTANCE OF 403.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF FLORIDA'S TURNPIKE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT: THENCE CONTINUE NORTH 88°07'24" EAST ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 26 FOR A DISTANCE OF 1,166.81 FEET TO A POINT; THENCE SOUTH 2°30'58" EAST FOR A DISTANCE OF 726.00 FEET TO A POINT; THENCE SOUTH 88°07'24" WEST FOR A DISTANCE OF 726.00 FEET TO A POINT; THENCE SOUTH 88°07'24" WEST FOR A DISTANCE OF 1,143.97 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE EAST, THE RADIUS OF WHICH BEARS NORTH 78°23'40" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 8°05'22", AND A RADIUS OF 1,203.09 FEET, FOR AN ARC DISTANCE OF 190.86 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 2°30'58" WEST FOR A DISTANCE OF 149.72 FEET TO A POINT; THENCE NORTH 3°39'42" WEST ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 386.55 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND LYING AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA. SAID PARCEL CONTAINING 18.329 ACRES MORE OR LESS.

Exhibit "B" (Page 1)

FOR: CITY OF MIRAMAR

SKETCH AND DESCRIPTION  
EASEMENT AREA

**LEGAL DESCRIPTION:**

A PORTION OF TRACT 'A', "SCHOOL SITE 1010", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 146, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 'A'; THENCE SOUTH 02°30'44"E ALONG THE EAST BOUNDARY OF SAID TRACT 'A', A DISTANCE OF 40.00 FEET; THENCE SOUTH 88°06'52" WEST ALONG A LINE LYING 40 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY OF SAID TRACT 'A', A DISTANCE OF 377.77 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 36°52'12", FOR AN ARC DISTANCE OF 128.70 FEET; THENCE NORTH 88°06'52" EAST ALONG A LINE NOT TANGENT TO THE LAST DESCRIBED CURVE AND BEING ALONG SAID NORTH BOUNDARY, A DISTANCE OF 497.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA, CONTAINING 18,372 SQUARE FEET OR 0.422 ACRES MORE OR LESS.

**NOTES:**

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE NORTH BOUNDARY OF TRACT 'A', "SCHOOL SITE 1010", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 146, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH BEARS NORTH 88°06'52" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
LICENSED BUSINESS NUMBER #271

Raymond  
Young

Digitally signed by  
Raymond Young  
Date: 2024.11.22 08:17:11  
-05'00'

**LEGEND**

B.C.R. BROWARD COUNTY RECORDS  
M.D.C.R. MIAMI-DADE COUNTY RECORDS  
O.R.B. OFFICIAL RECORD BOOK  
P.B. PLAT BOOK  
P.G. PAGE

RAYMOND YOUNG  
PROFESSIONAL SURVEYOR AND MAPPER NO 5799  
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

\\CTFILE02\SURVEY\_PROJECTS\PROJECTS\2017\17-0015-001-06 HMTech\DRAWINGS\17-0015 SD\_ROW

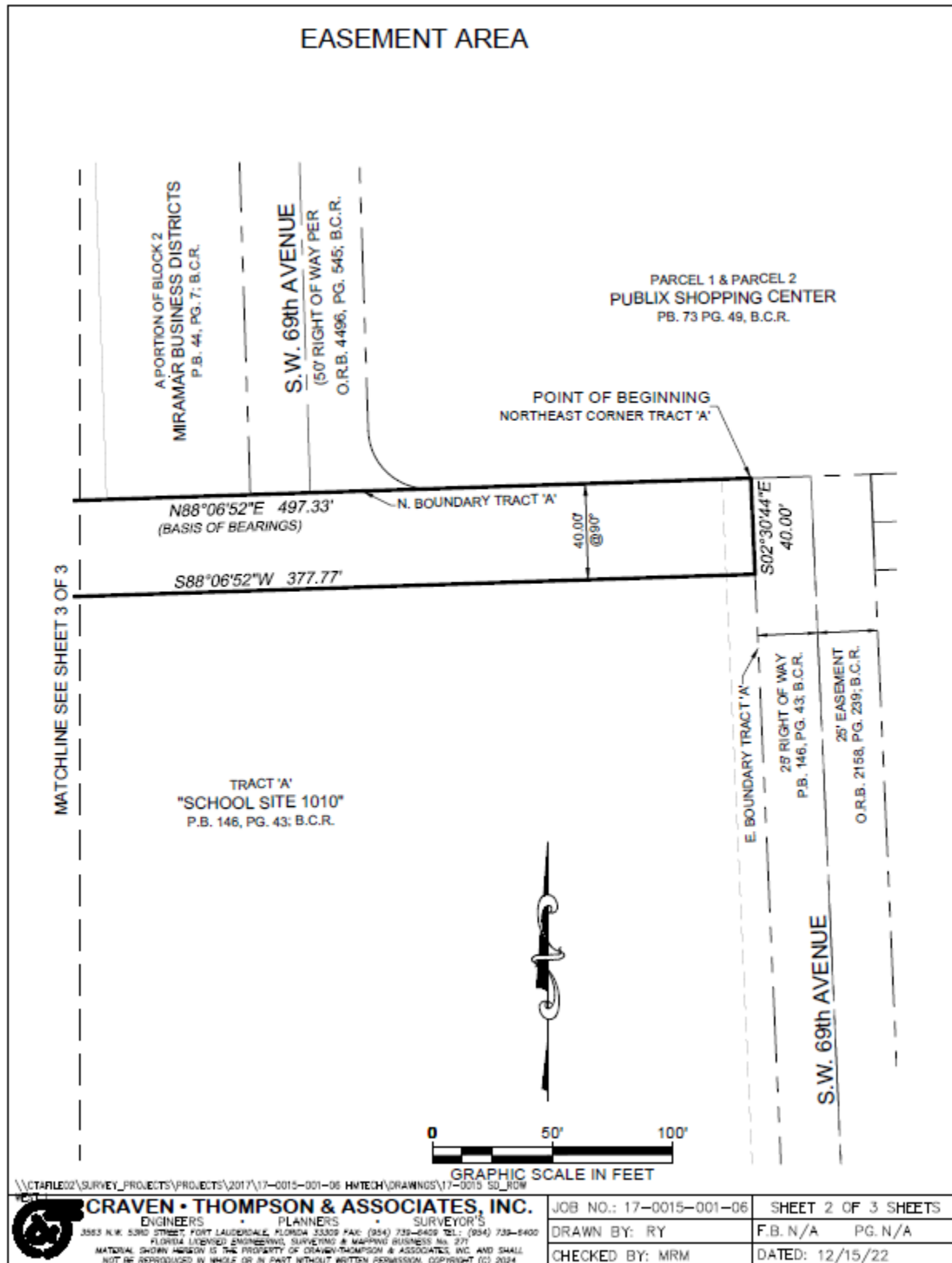
THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, right-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

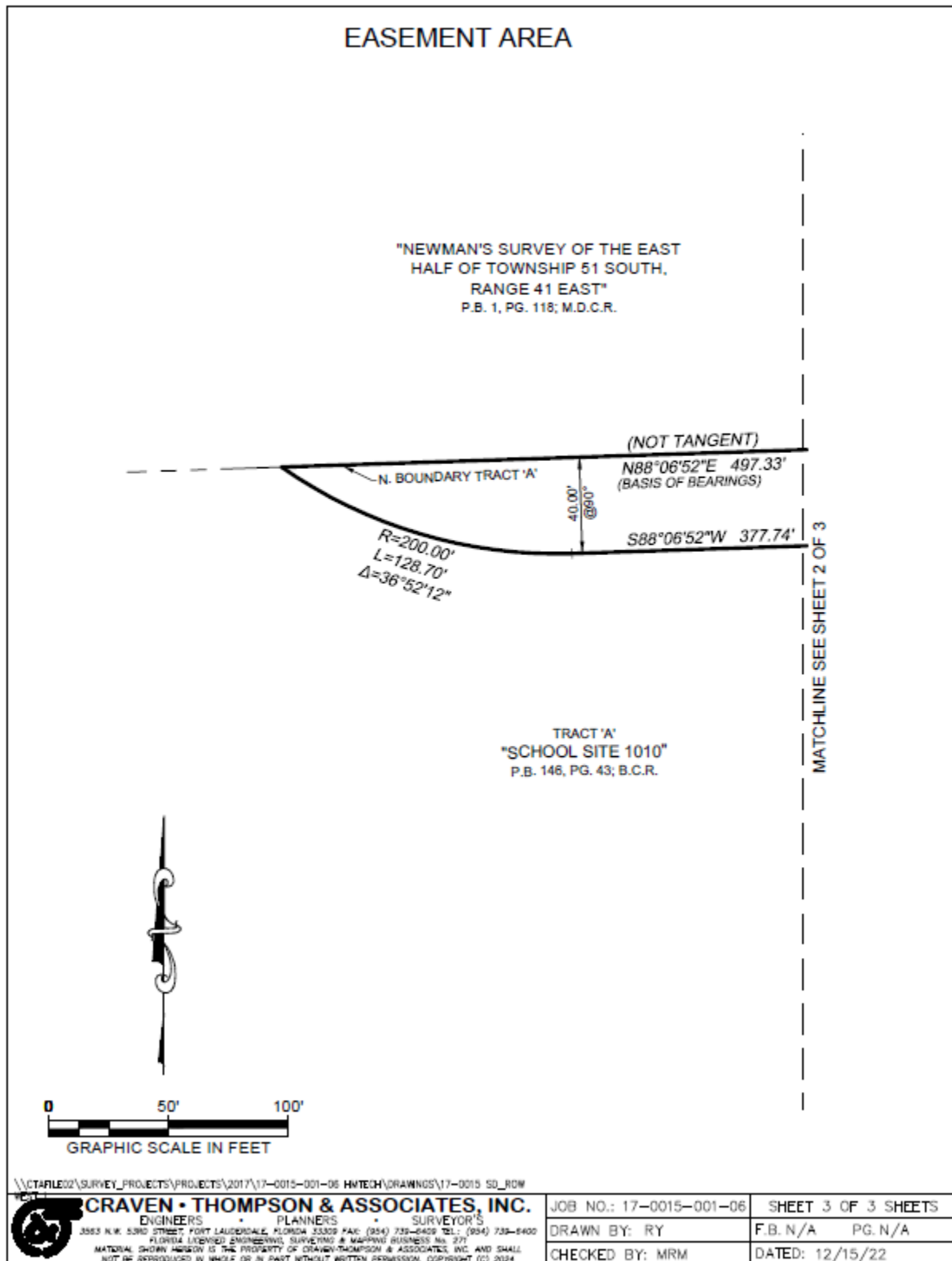
UPDATES and/or REVISIONS	DATE	BY	CK'D
1. REVISE BOUNDARY LINES	05/26/23	RY	RY
2. REV FROM DEDICATION TO EASEMENT	11/22/24	RY	RY
JOB NO.: 17-0015-001-06	SHEET 1 OF 3 SHEETS		
DRAWN BY: RY	F.B. N/A	PG. N/A	
CHECKED BY: MRM	DATED: 12/15/22		



**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
3553 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL.: (954) 739-8400  
FLORIDA LICENSED ENGINEER, SURVEYOR & MAPPING BUSINESS NO. 271  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2024

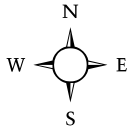


# Exhibit "B" (Page 3)



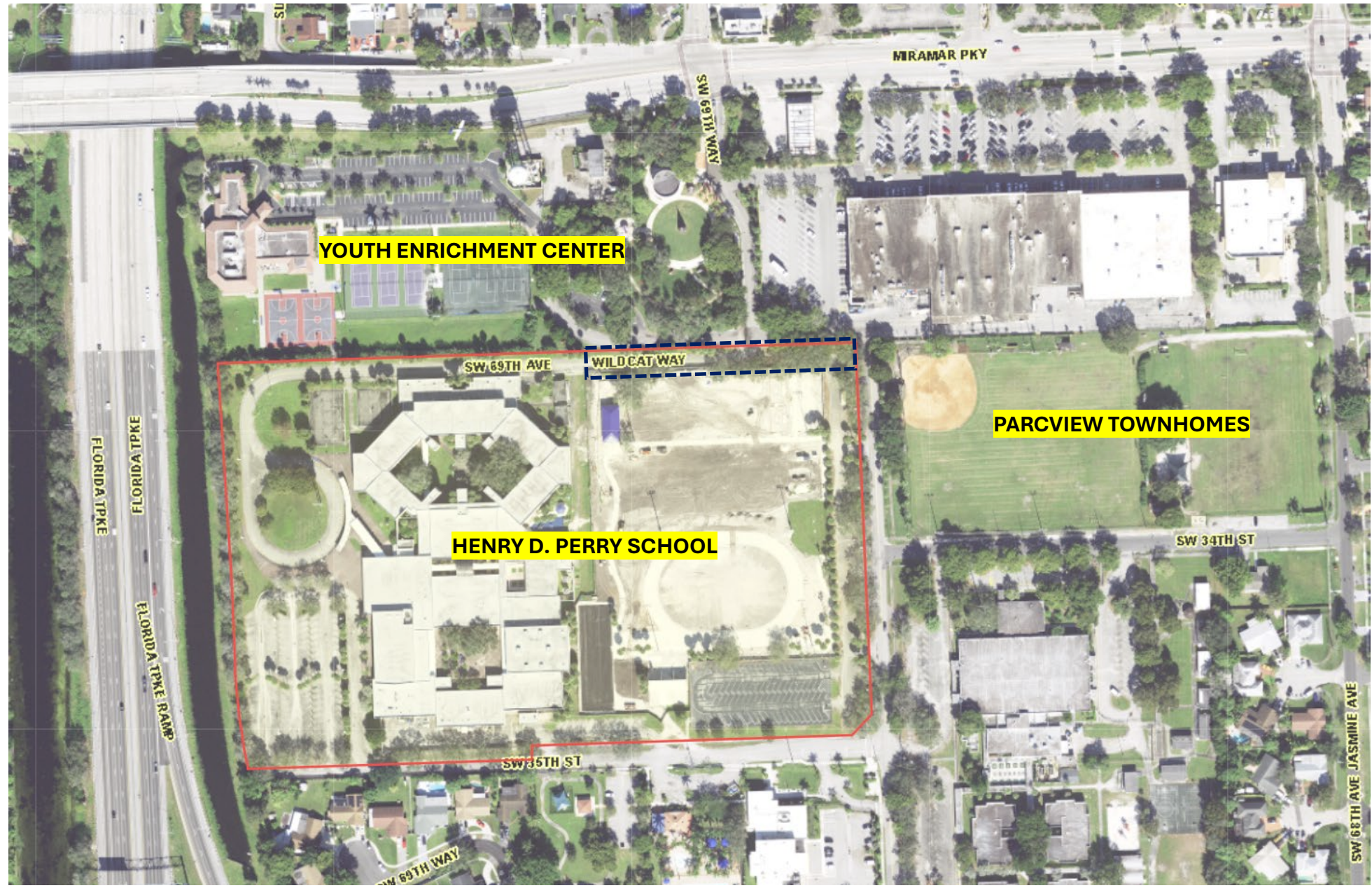


# ATTACHMENT 1 - LOCATION MAP

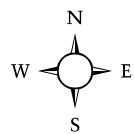


 SCHOOL PROPERTY

 EASEMENT AREA







EASEMENT  
AREA

