

ORDINANCE NO. 2014-36

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE GRANT OF AN EASEMENT TO TELEMUNDO NETWORK GROUP, LLC, TO IMPROVE, OPERATE AND MAINTAIN AN INGRESS-EGRESS DRIVEWAY CONNECTING TWO PARKING LOTS, IN AN AREA HAVING 270 SQUARE FEET, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED IN THE TELEMUNDO PARKING LOT IMPROVEMENTS PLANS PREPARED BY SRS ENGINEERING, INC., PROJECT NUMBER SRS-1317, DATED OCTOBER 2013, ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"; AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY OF HIALEAH, TO EXECUTE AN ACCESS EASEMENT AGREEMENT SETTING FORTH THE TERM, PURPOSE AND OTHER TERMS, A COPY OF WHICH IN SUBSTANTIAL FORM IS ATTACHED HERETO AS EXHIBIT "B".

WHEREAS, Telemundo Network Group, LLC, leases property from the City of Hialeah and the Miami-Dade County School Board to provide parking to its employees;

WHEREAS, in order to provide for the orderly ingress, egress and travel through both parking areas by vehicular and pedestrian traffic it is necessary to connect both parking lots with a driveway;

WHEREAS, the construction of the connecting driveway encroaches upon a portion of Fire Station 6, necessitating an easement as illustrated by the plans attached as Exhibit A; and

WHEREAS, the purpose in integrating the parking lots, constructing an internal connecting driveway and the other improvements as proposed, is to encourage the segregation of vehicular and pedestrian traffic, enhance the safety of all users and improve traffic circulation on the adjoining rights-of-way;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby grants an easement to improve, operate, and maintenance an ingress-egress internal connecting driveway connecting two parking lots, in an area having 270 square feet, more or less, more particularly described in the Telemundo Parking Improvements Plans prepared by SRS Engineering, Inc., Project Number SRS-1317, dated October 2013, attached hereto and made a part hereof as Exhibit "A".

Section 2: The Mayor and City Clerk, as attesting witness, are hereby authorized to execute an Access Easement Agreement, on behalf of the City of Hialeah, that shall set forth the term, purpose and other provisions that shall govern the rights of the parties, a copy of which in substantial form is attached hereto and made a part hereof as Exhibit "B".

PASSED AND ADOPTED this 24 day of JUNE, 2014.

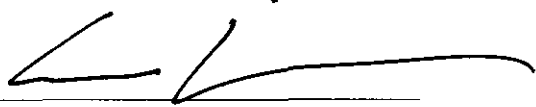
THE FOREGOING ORDINANCE OF THE CITY OF HIALEAH WAS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 166.041 PRIOR TO FINAL READING.


Isis Garcia-Martinez
Council President

Attest:

Approved on this 02 day of July, 2014.

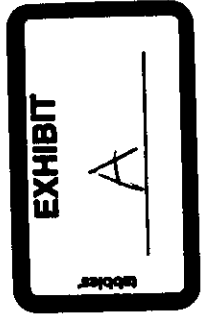

Marbelys Fatjo, Acting City Clerk


Mayor Carlos Hernandez

~~Approved as to form and legal sufficiency:~~


Lorena E. Bravo, Acting City Attorney

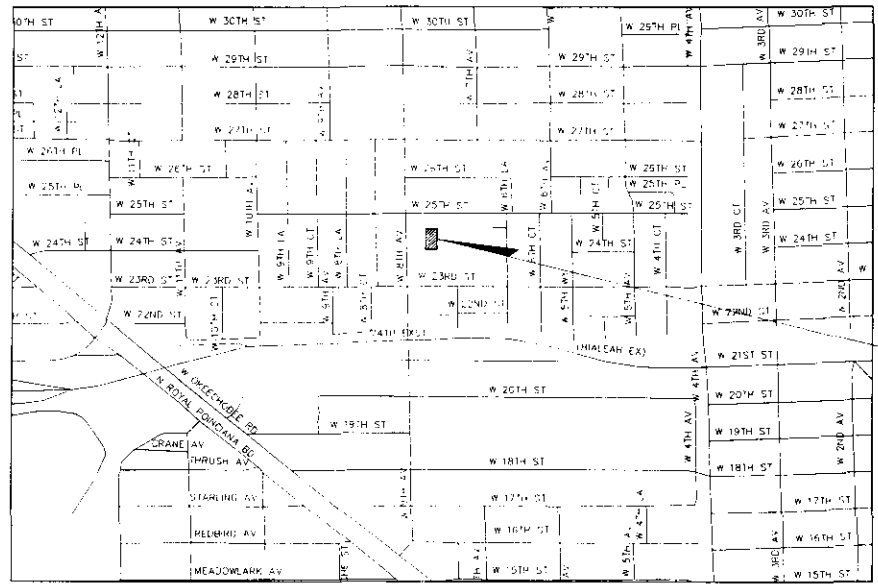
Ordinance was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".



PLANS FOR PROPOSED TELEMUNDO PARKING LOT IMPROVEMENTS 2470 WEST 8th AVENUE HIALEAH, FLORIDA

INDEX OF PLANS

SHEET NUMBER	SHEET DESCRIPTION
C-1	DEMOLITION PLAN
C-2	GENERAL NOTES AND MISCELLANEOUS DETAILS
C-3	GEOMETRY PLAN
C-4	PAVING AND GRADING PLAN
C-5	PAVEMENT MARKING PLAN



PROJECT LOCATION

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

LOCATION MAP
SCALE: 1" = 1000'

PREPARED FOR:
TELEMUNDO

BY:



IGNACIO SERRALTA
REGISTERED ENGINEER No. 45609
STATE OF FLORIDA

DATE	BY	REVISION BY	DATE
10-2013

DESIGNED BY: L.S.
 DRAWN BY: A.M.
 CHECKED BY: L.S.
 DATE: 10-2013

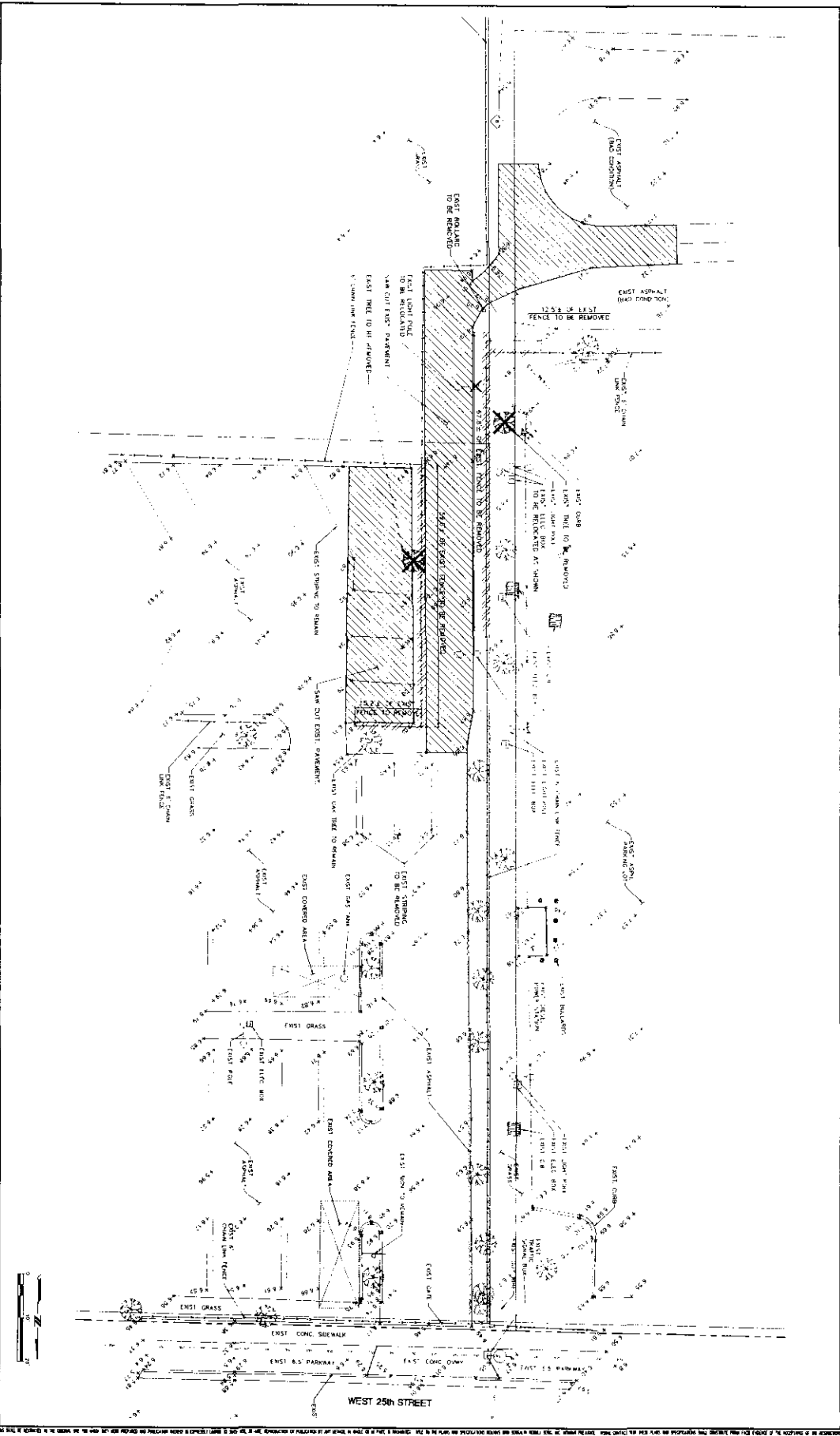
SCALE: 1" = 10'-0"



TELEMUNDO
 PARKING LOT IMPROVEMENTS
 2470 W. 8th AVENUE, HIALEAH, FLORIDA

DEMOLITION PLAN

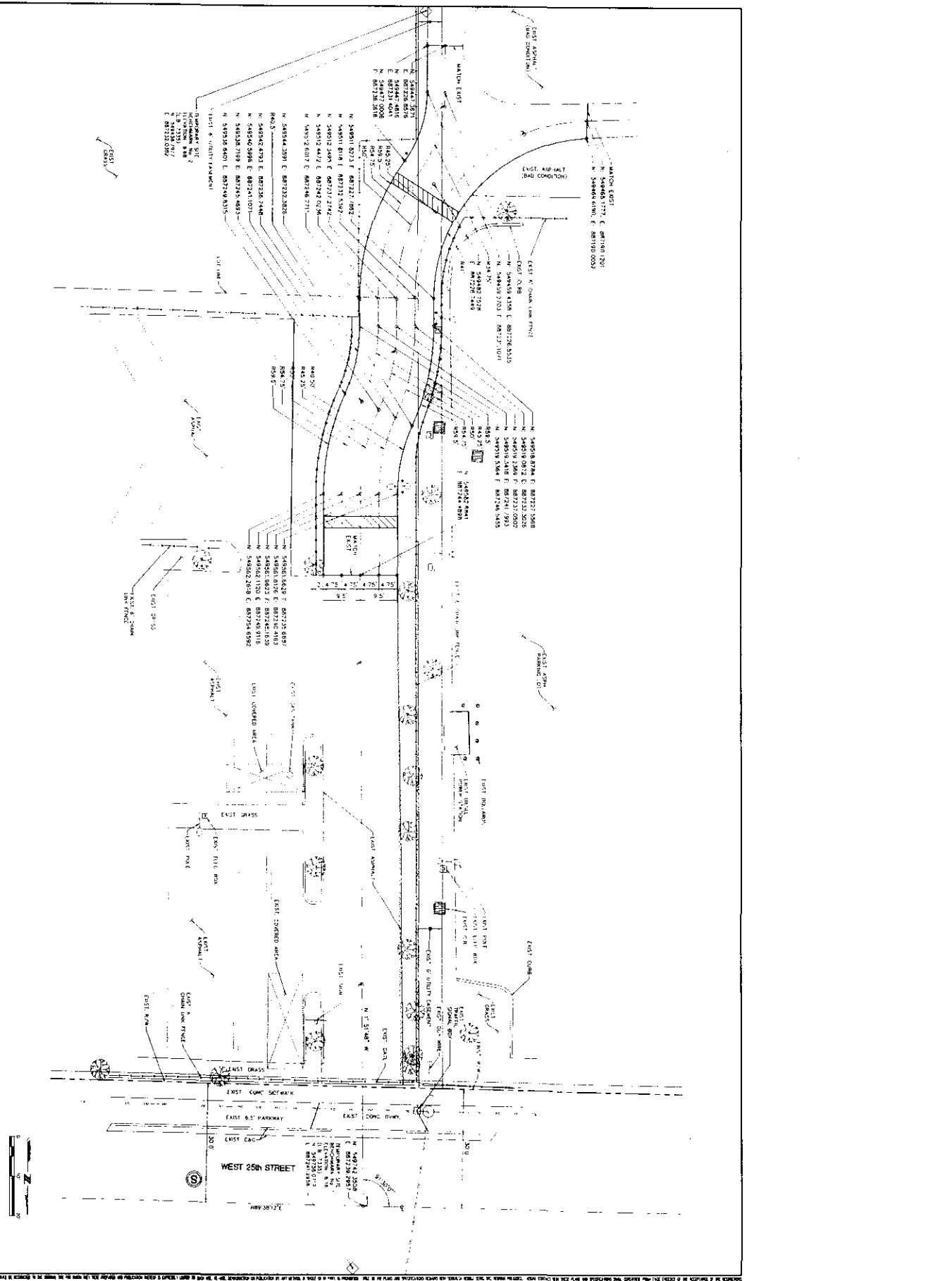
SCALE: AS SHOWN
 PROJECT NO.: 1317
 DWG. NO.: 1317-C-1
 SHEET: C-1



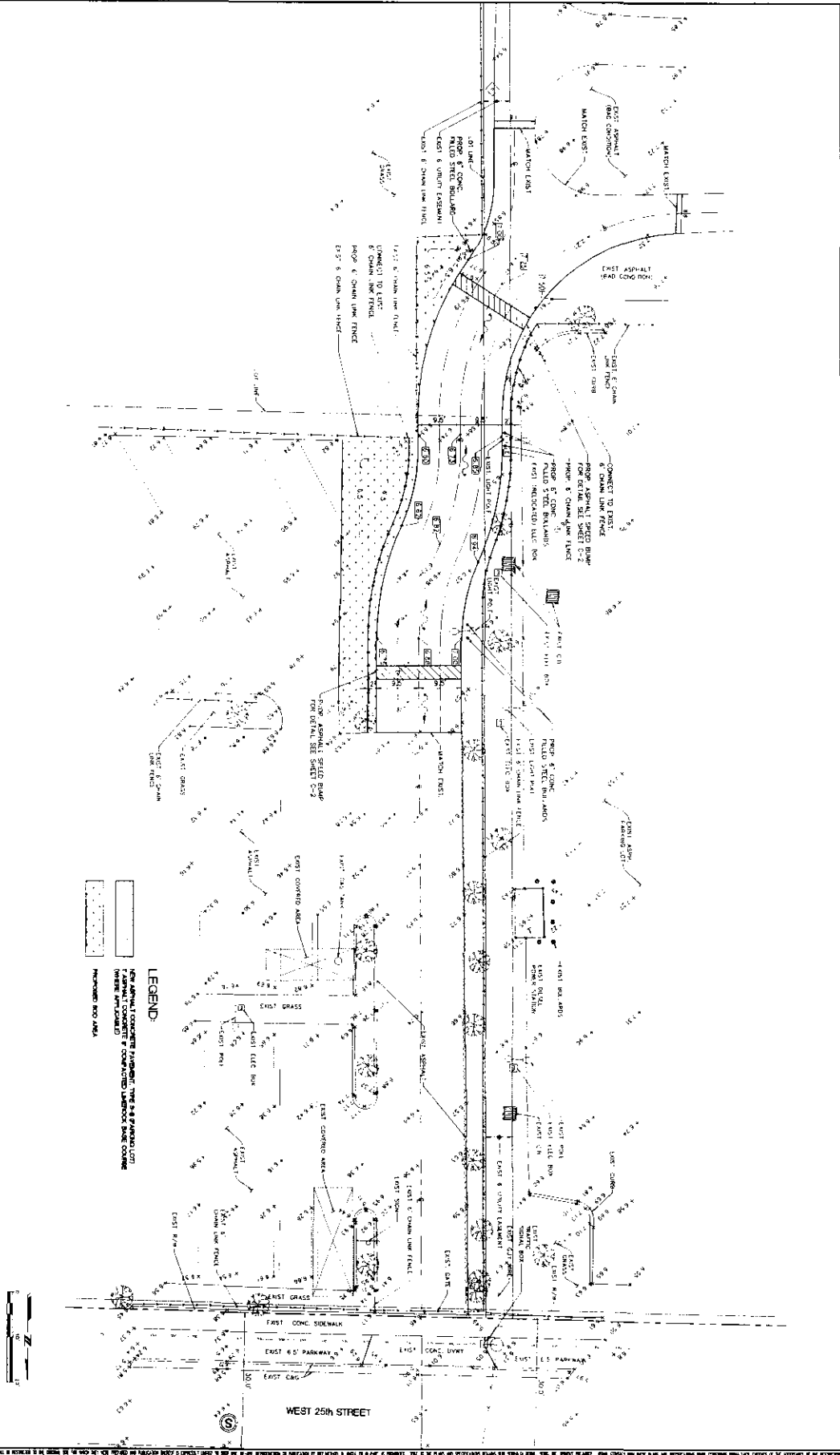
REV	DATE	BY	REASON FOR CHANGE

REVISION BY: U.S.
 DRAWN BY: A.M.
 CHECKED BY: U.S.
 DATE: 10-2013
 PROJECT NO. 1317
 SHEET C-3
 SCALE: AS SHOWN

TELEMUNDO
 PARKING LOT IMPROVEMENTS
 2470 W. 8th AVENUE, HIALEAH, FLORIDA
 GEOMETRY PLAN

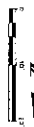


THIS DOCUMENT IS THE PROPERTY OF SRS CONSULTING, INC. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF SRS CONSULTING, INC.



LEGEND

- NEW ASPHALT CONCRETE PAVEMENT, 1.5\"/>
- ASPHALT CONCRETE PAVEMENT, 1.5\"/>
- PREPARED MOD DATA



DATE: 8-17	DESIGNED BY: U.S.
PROJECT NO: 15	SCALE:
PROJECT NAME: TELEMUNDO	DATE: 10-2013
PROJECT LOCATION: 2470 W. 8th AVENUE, HIALEAH, FLORIDA	PROJECT NUMBER: 15

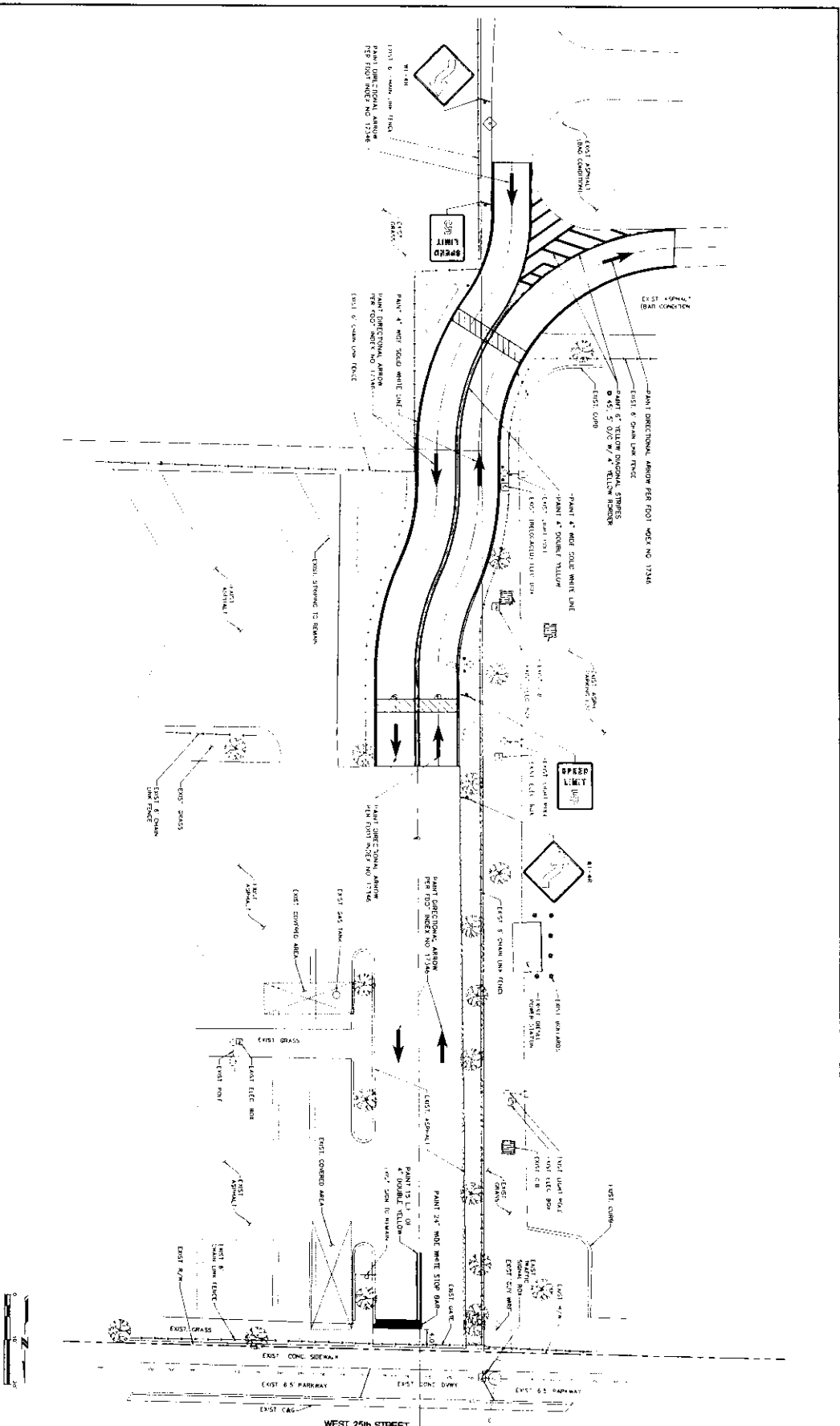


TELEMUNDO
PARKING LOT IMPROVEMENTS
2470 W. 8th AVENUE, HIALEAH, FLORIDA

PAVING AND GRADING PLAN

SCALE: AS SHOWN
 PROJECT NO: SPS - 1513
 DATE: 10-2013
 SHEET: C-4

THIS PLAN IS THE PROPERTY OF SPS CONSULTING ENGINEERS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SPS CONSULTING ENGINEERS, INC. THE USER OF THIS PLAN AND THE USER OF ANY INFORMATION DERIVED THEREFROM SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND FOR OBTAINING ALL NECESSARY DATA AND INFORMATION FROM THE RECORD PLANS AND FIELD SURVEY DATA. THE USER OF THIS PLAN AND THE USER OF ANY INFORMATION DERIVED THEREFROM SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND FOR OBTAINING ALL NECESSARY DATA AND INFORMATION FROM THE RECORD PLANS AND FIELD SURVEY DATA.



REV	DATE	BY	REASON FOR CHANGE
1	02/15/2013	AS/MS	ISSUE FOR PERMITS
2	03/05/2013	AS/MS	REVISED FOR PERMITS
3	03/20/2013	AS/MS	REVISED FOR PERMITS
4	04/05/2013	AS/MS	REVISED FOR PERMITS
5	04/15/2013	AS/MS	REVISED FOR PERMITS
6	04/25/2013	AS/MS	REVISED FOR PERMITS
7	05/05/2013	AS/MS	REVISED FOR PERMITS
8	05/15/2013	AS/MS	REVISED FOR PERMITS
9	05/25/2013	AS/MS	REVISED FOR PERMITS
10	06/05/2013	AS/MS	REVISED FOR PERMITS
11	06/15/2013	AS/MS	REVISED FOR PERMITS
12	06/25/2013	AS/MS	REVISED FOR PERMITS
13	07/05/2013	AS/MS	REVISED FOR PERMITS
14	07/15/2013	AS/MS	REVISED FOR PERMITS
15	07/25/2013	AS/MS	REVISED FOR PERMITS
16	08/05/2013	AS/MS	REVISED FOR PERMITS
17	08/15/2013	AS/MS	REVISED FOR PERMITS
18	08/25/2013	AS/MS	REVISED FOR PERMITS
19	09/05/2013	AS/MS	REVISED FOR PERMITS
20	09/15/2013	AS/MS	REVISED FOR PERMITS
21	09/25/2013	AS/MS	REVISED FOR PERMITS
22	10/05/2013	AS/MS	REVISED FOR PERMITS
23	10/15/2013	AS/MS	REVISED FOR PERMITS
24	10/25/2013	AS/MS	REVISED FOR PERMITS
25	11/05/2013	AS/MS	REVISED FOR PERMITS
26	11/15/2013	AS/MS	REVISED FOR PERMITS
27	11/25/2013	AS/MS	REVISED FOR PERMITS
28	12/05/2013	AS/MS	REVISED FOR PERMITS
29	12/15/2013	AS/MS	REVISED FOR PERMITS
30	12/25/2013	AS/MS	REVISED FOR PERMITS

SCALE:
AS SHOWN
PROJECT NO. 1317
SHEET 5 OF 5
O-5

TELEMUNDO
PARKING LOT IMPROVEMENTS
2470 W. 8th AVENUE, MIAMI, FLORIDA

PAVEMENT MARKING PLAN

WEST 25th STREET

This instrument prepared by:
Lorena E. Bravo, Esq.
City of Hialeah, Florida
501 Palm Avenue, 4th Floor
Hialeah, FL 33010

Folio No.: _____

ACCESS EASEMENT AGREEMENT

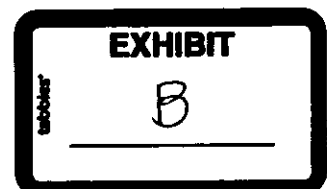
THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2014, by and between the CITY OF HIALEAH, a political subdivision of the State of Florida (hereinafter referred to as the "City"), and TELEMUNDO NETWORK GROUP, LLC, a Delaware limited liability company registered to do business in the State of Florida (hereinafter referred to as the "Telemundo").

WHEREAS, the City granted Telemundo a certain use permit for a period of three years beginning on January 1, 2013 and ending December 31, 2015, dated January 9, 2013 ("Revocable Use Permit), incorporated herein by reference, providing for the use of a parking lot by TELEMUNDO, on property owned by the CITY (the "City Lot");

WHEREAS, TELEMUNDO is a party to a Joint Use Agreement together with The School Board of Miami-Dade County, Florida, dated December 12, 2013, providing for the shared use of the parking lot adjacent to James W. Johnson Elementary School on property owned by The School Board of Miami-Dade County, Florida (the "School Board Lot");

WHEREAS, the City owns certain real property directly adjacent to the north of the City Lot, situated in Miami-Dade County, Florida, legally described in "Exhibit A", attached hereto and made a part hereof ("City Property");

WHEREAS, in order to integrate the City Lot and the School Board Lot, TELEMUNDO desires to use a portion of the City Property to construct an internal two-



way drive as detailed in the plans prepared by Ignacio Serralta, P.E., dated October 2013, titled Telemundo Parking Lot Improvements, attached hereto and made a part hereof as "Exhibit B" (the "Parking Lot Improvement Plans");

WHEREAS, the internal connecting driveway intends to provide for the orderly ingress, egress and travel through both parking lots to enhance the safety of all users and improve traffic circulation on the adjoining rights-of-ways;

WHEREAS, the Parking Lot Improvement Plans require certain modifications to the City Lot and City Property;

WHEREAS, the City has the right and lawful authority and hereby grants Telemundo an easement for the benefit of its guests and licensees only to construct, operate and maintain a two-way driveway subject to the terms and conditions set forth in this Agreement;

WHEREAS, the City of Hialeah by the adoption of Ordinance No. 14-_____, at its meeting of June 24, 2014, approved this Agreement; and

NOW, THEREFORE, for and in consideration of the sum of \$1.00, and other good and valuable consideration, payable by Telemundo to the City, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement covenant as follows:

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

2. **Use.** The City hereby grants Telemundo a non-exclusive easement in, on, over, under, through and across the portion of land located in Miami-Dade County, Florida, legally described on "Exhibit C", attached hereto and incorporated herein by reference ("Driveway Easement Area"), to construct, erect, install, operate, maintain and repair a two-way driveway and all ancillary improvements detailed in Exhibit B for the benefit of the invitees or licensees of Telemundo only, with full rights of ingress and egress in, on and over the Driveway Easement Area, and any other use or activity which reasonably relates to and facilitates the transit purposes described herein. The easement rights granted herein shall be exercised in a reasonable manner, in compliance with all laws and all permits and approval.

Telemundo shall not use the easement in any manner that would create a nuisance.

3. **Term.** Telemundo's easement rights shall be coterminous with the term provided by the Revocable Use Permit over the City Lot, such that any renewal or termination of the revocable use permit shall result in the termination or renewal of this Agreement.

4. **Site Improvements.** As a condition of entering into this Agreement, Telemundo shall construct, at its sole cost and expense, certain improvements, as detailed in the Parking Lot Improvement Plans attached as Exhibit B, including but not limited to paving, striping, marking, lighting, landscaping, fencing, and lighting, and any other necessary physical enhancements that reasonably relate to the transit purposes permitted in the Driveway Easement Area. Telemundo shall be responsible for securing and final closure of any permits, zoning variances, regulatory or governmental approvals, license and/or use approvals which may be required for the construction of any improvement of any nature on the Driveway Easement Area, and shall pay all assessments, fees, service fees, or taxes imposed upon the Driveway Easement Area as a result of the construction of any improvements by Telemundo. Should the construction of any improvement result in a condition which obstructs or unreasonably impedes the City from use or access to any portion of City Property, Telemundo shall promptly and fully remedy the condition, at its sole cost and expense.

Unless otherwise agreed to by the City, upon expiration or termination of this easement, Telemundo, at its sole cost and expense, shall remove the internal connecting driveway and restore the Driveway Easement Area to the condition in which it was at the time of the grant of this easement. Telemundo shall repair any damage caused to the Driveway Easement Area by Telemundo in the removal of improvements from or restoration of the Driveway Easement Area.

5. **Maintenance and Repair.** Following completion of the improvements to the Driveway Easement Area, Telemundo, at its sole cost and expense, shall inspect, maintain and repair all improvements to the Driveway Easement Area such that they are kept in good order and repair, clean, safe and sanitary condition at all times. The obligation to maintain and repair shall include, by way of illustration

and not limitation, the upkeep of lighting, landscaping and markings, resurfacing, removing of any trash, garbage, debris or other waste material and keeping Driveway Easement Area free of any dangerous conditions. Telemundo shall not allow any advertising to be posted or displayed in the Driveway Easement Area. The City reserves the right to enter and inspect the Driveway Easement Area.

6. **Insurance Required.** Throughout the term of Telemundo's right of easement, Telemundo shall maintain insurance coverage for the risks and amounts required in the Revocable Use Permit. Telemundo shall provide evidence of coverage to the City of all required policies. Telemundo shall cause the City to be added as an additional insured under all required policies.

7. **Indemnification.** Telemundo covenants and agrees to waive, release, hold harmless, indemnify and defend the City, its officers, directors, employees, agents, contractors, or attorneys, from and against any and all claims, suits, or causes of action and orders, judgments or decrees which may be entered thereon, arising during the term of this Agreement, for any personal injury, loss of life, damage to property or any other liability, loss, cost or expense of any kind, including court costs and attorney's fees at all level of proceedings including appellate level, sustained in the Driveway Easement Area, by any person or entity, which may arise out of, result from, or relate to Telemundo's and Telemundo's officers', directors', employees', agents', contractors', invitees', guests' or licensees' negligent acts or omissions in the exercise of any right or discharge of any obligation provided for in this Agreement, including but not limited to, use, inspection, maintenance, repair or operation. This waiver, release and indemnity shall be construed to the broadest extent permissible under applicable law. This provision for waiver, release, hold harmless, indemnity and defense shall survive this Agreement.

8. **Construction; Applicable Law.** This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County, Florida. In the event any provisions contained in this Agreement are in conflict with provisions contained in the Revocable Use Permit, then those provisions contained in the Revocable Use Permit shall control.

9. **Severability; Amendments and Waiver.** In the event any paragraph, clause or sentence of this Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

Amendments and Addenda to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties to this Agreement. This Agreement represents the entire agreement between the parties. All Amendments shall be in writing and approved as required by this Agreement.

IN WITNESS WHEREOF, Telemundo and the City have caused this Access Easement Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY OF HIALEAH, FLORIDA

Attest:

Carlos Hernandez, Mayor

Marbelys Fatjo, City Clerk

Approved as to form:

Lorena E. Bravo, Acting City Attorney

State of Florida)
) SS:
County of Miami-Dade)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Carlos Hernandez, in his capacity as Mayor of the City of Hialeah, Florida. He is personally known to me.

Witness my hand and official seal in the State and County last aforesaid this _____ day of June, 2014.

Notary Public

TELEMUNDO NETWORK GROUP, LLC

Witnesses as to TELEMUNDO:

Signature
Name: _____
Title: _____

Witness Signature
Name: _____

Witness Signature
Name: _____

State of Florida)
) SS:
County of Miami-Dade)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, in his capacity as _____ for Telemundo Network Group, LLC. He is personally known to me or has produced _____ as identification..

Witness my hand and official seal in the State and County last aforesaid this _____ day of June, 2014.

Notary Public