

This Instrument Was Prepared By and Return to:

Jorge Gomez, Public Works Director
City of Doral Public Works Department
8401 NW 53rd Terrace
Doral, Florida 33166

Folio: 35-3019-012-0010

EASEMENT

This Grant of Easement (the "Easement") for the construction, placement, maintenance and use by the general public of a bike & pedestrian pathway and related facilities is made this 24th day of April, 2019 by AERC DORAL WEST LLC (hereinafter the "Grantor") whose address is 5400 NW 114 AVENUE to and in favor of **CITY OF DORAL**, a Florida Municipal Corporation (hereinafter the "Grantee") whose address is 8401 NW 53 Terrace, Doral, Florida 33166. The Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS Grantor is the owner of that certain real property (hereinafter the "Property") located in Miami-Dade County, Florida, more particularly described on **Exhibit A** attached hereto.

WHEREAS Grantor wishes to grant an easement for the construction, placement, maintenance and use by the general public of a bike & pedestrian pathway and related facilities over, under, across and upon the existing 25-foot canal maintenance easement granted to Miami-Dade County in the Venetian Lakes Plat recorded in Plat Book 151, Page 79, of the Public Records of Miami-Dade County depicted on **Exhibit B** attached hereto (the "Easement Area") located on the west property located on the west property line of the Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein and made a part hereof by this reference.

1. Grant of Easement. Grantor does hereby grant and convey to Grantee a non-exclusive Easement over, under, across and upon the Easement Area for the construction, placement, maintenance and use by the general public of a bike & pedestrian pathway and related facilities.

2. Use of Easement.

(a) Grantee shall have the right to do all things reasonably necessary for the purposes set forth in Section 1, except to the extent that such uses are inconsistent with the existing 25-foot canal maintenance easement granted to Miami-Dade County in the VENETIAN LAKES Plat recorded in Plat Book 151, Page 79, of the Public Records of Miami-Dade County, Florida. Grantee's uses that exceed the construction, placement, maintenance and use by the general public of a bike & pedestrian pathway and related facilities shall be subject to Grantor approval in its sole discretion.

(b) Grantee agrees to keep the Easement Area clean and in good repair, ordinary wear and tear excepted, and shall provide such maintenance of the grass and other landscaping as is routinely provided in the public parks in the City of Doral.

3. Title. Grantor does hereby warrant that it has title to the above described property, that it has full power and authority to grant this Easement.

4. Term. This Grant of Easement shall be in effect for a term of thirty (30) years, commencing on the effective date hereof, and shall renew automatically for successive ten (10) year period(s). The effective date of this Easement shall be the date on which all Parties hereto fully execute it ("Effective Date"). The Parties further understand and agree that this Easement is subject to automatic reversion to Grantor in accordance with terms and conditions hereof, including but not limited to, in the event of expiration, abandonment, termination, cancellation, unauthorized assignment or material default.

5. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including without limitation, the right to sue for damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then each party in such suit shall be responsible to pay their own attorney's fees and court costs.

6. Indemnification. Subject to the limitations set forth in Section 768.28, Florida Statutes, Grantee shall indemnify and hold Grantor, its successors or assigns, harmless against any injuries, damage or claims which may arise from Grantee's use or the use by any permitted invitee, of the Easement Area, except to the extent arising from Grantor's negligence or willful misconduct.

7. Third Party Beneficiaries. This Easement is solely for the benefit of the Grantor and the Grantee and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement. Nothing in this Easement, either expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Grantor and the Grantee any right, remedy or claim under or by reason of this Easement or any of the provisions or conditions thereof; and all of its provisions, representations and conditions shall

inure to the sole benefit of, and shall be binding upon, the Grantor and the Grantee, and their respective legal representatives, successors and assigns.

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

9. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land and shall be recorded, at Grantee's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon and insuring to the benefit of Grantor or Grantee, as the case may be, and their respective heirs, successors and/or assigns, including without limitation, all subsequent owners of the Property and all persons claiming by, through and under them.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph.

Signed, sealed and delivered in the presence of:

GRANTOR:

AERC Doral West, LLC,
a Delaware limited liability company

By: FFI BSREP II GP LLC,
a Delaware limited liability company,
its Non-Member Manager

By: [Signature]
Name: Christina Briccio
Title: Sr. Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

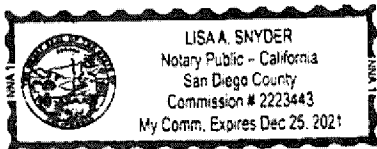
COUNTY OF San Diego)

On May 14, 2019, before me, Lisa A. Snyder, notary public, personally appeared Christopher Ruffolo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa A. Snyder
NOTARY PUBLIC OF CALIFORNIA
Printed Name: Lisa A. Snyder
My Commission Expires: Dec 25, 2021



Acknowledged and Accepted this 6 day of May, 2019:

CITY OF DORAL

By: 
ALBERT CHILDRESS, CITY MANAGER

ATTEST:


CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL

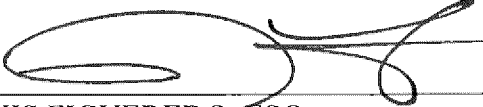

LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT A

Tract "A" of VENETIAN LAKES, according to the Plat thereof, recorded in Plat Book 151, Page 79, of the Public Records of Miami-Dade County, Florida.

Together with a non-exclusive drainage easement set forth in Declaration of Covenants, Restrictions and Easements for Cove At The Landings dated August 29, 1997 and recorded in Official Records Book 18211, Page 954, together with Assignment of Declarant's Rights recorded December 6, 2006 in Official Records Book 25160, Page 673, and together with Assignment of Declarant's Rights recorded July 17, 2013 in Official Records Book 28727, Page 4932, of the Public Records of Miami-Dade County, Florida.

