



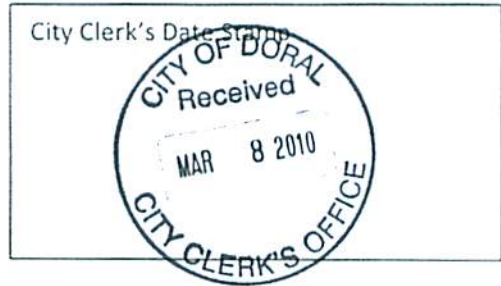
CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: Public Works
Department

Delivered by: Seida Feliu
Name

Date of Transmittal: 3-8-2010



The following record (master) copy is being transmitted to the Office of the City Clerk:

Contract

Vehicle Title

Agreement

Special Magistrate Order

Lease

Other: EASEMENT by
Las Brisas at Doral Comm.
Assoc. to COD (Two sets)

Deed

Bond Documentation

Is this record (master) copy to be recorded with the County Clerk? Yes No

Description of Record Copy:

EASEMENT

Returned from Recording on April 5th, 2010

Office of the City Clerk Administrative Use Only

Received by: yamileth pereyra

Reviewed for completion by yamileth pereyra

Returned to originating Department for the following corrections on N/A
Date

Archived in the Office of the City Clerk on 3/8/2010 (Date)

Copy provided in electronic format to originating Department on 3/8/2010 (Date)





CFN 2010R0198031
 OR Bk 27226 Pgs 0018 - 247 (7pgs)
 RECORDED 03/24/2010 13:10:22
 DEED DOC TAX 0.60
 SURTAX 0.45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By and Return to:
JIMMY MORALES
 STEARNS WEAVER MILLER WEISSLER ALHADEFF &
 SITTERSON, P.A.
 150 W. Flagler Street., Suite 2200
 Miami, Florida 33130

Folio:

EASEMENT

This Easement (the "Easement") is made this 3 day of MARCH, 2010 by Las Brisas at Doral Community Association Inc. with an address of C/O Doral Management 10705 NW 33rd Street, Suite 100 Doral, Florida 33172 (hereinafter the "Grantor") to and in favor of CITY OF DORAL, a Florida municipal corporation (hereinafter the "Grantee") whose address is 8300 N.W. 53rd Street, Suite 100, Doral, Florida.

WITNESSETH

WHEREAS Grantor is the owner of that certain real property (hereinafter the "Easement Property") located in Miami-Dade County, Florida, more particularly described as follows, to wit:

SEE EXHIBIT A

WHEREAS Grantor wishes to grant an easement for the installation, operation and maintenance of a shared use pedestrian/bike path over, under, across and upon the Easement 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:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee a non-exclusive Easement over, under, across and upon the Easement Property for the installation, operation and maintenance of a shared use pedestrian/bike path.
2. Use of Easement. (a) Grantee shall have the right to do all things reasonably necessary for the purposes outlined 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 Doral Northwest Condos Plat recorded in Plat Book 153, Page 32, of the Public Records of Miami-Dade County, Florida. Grantee's uses that exceed the installation,

operation and maintenance of a shared use pedestrian/bike path shall be subject to Grantor approval in its sole discretion.

(b) Grantee agrees to keep the Easement Property 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.

(c) Grantee shall install a six (6) foot fence all along the stretch of the Easement Property so as to block access to the adjacent residential communities. Grantee shall maintain the fence in good repair, ordinary wear and tear excepted.

3. Perpetual Duration. This Easement shall be perpetual in duration and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantee or their respective heirs, successors or assigns.

4. Covenants of Grantor. Grantor hereby warrants and covenants the following:

a) Grantor is the owner of fee simple title to Easement Property.

b) Grantor and Grantee acknowledge that the Easement Property is subject to an existing maintenance easement between the Grantor and Miami-Dade County, and that the existing encumbrance is not in conflict with this easement. The Easement Property is free and clear of all encumbrances that are inconsistent with the terms of this easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to grant and convey this Easement Property to Grantee, and that Grantor hereby fully warrants and defends the title to this Easement Property against the claims of all persons whomsoever.

c) Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

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 the prevailing party in such suit shall be entitled to be paid reasonable attorney's fees and court costs in addition to any other award that the Court might make for the non prevailing party.

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 Property, except to the extent arising from Grantor's negligence or willful misconduct.

7. 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, 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 Easement Property and all persons claiming by, through and under them.

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:

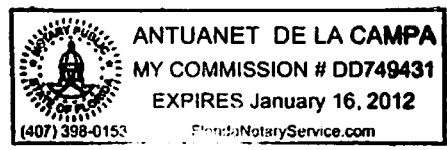
MP
Witness MARK ANIUA

GRANTOR:
Ralph J. Martelly
By: Ralph J. Martelly / Treasurer
Address: 5670 NW 116 Ave Unit 207
Doral, FL 33178

Witness

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 3rd day of March, 2010 by Ralph Martelly, as Treasurer of Las Brisas Doral Community, a Florida corporation, on behalf of said company, who is personally known to me or who has produced a Florida Driver's License as identification. M 634-730-69-374-0



Antuanet de la Campa
NOTARY PUBLIC

Acknowledged and Accepted this 3 day of 7, 2010:

CITY OF DORAL

By: 
YVONNE SOLER-MCKINLEY, CITY MANAGER

ATTEST:


BARBARA HERRERA, CITY CLERK

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

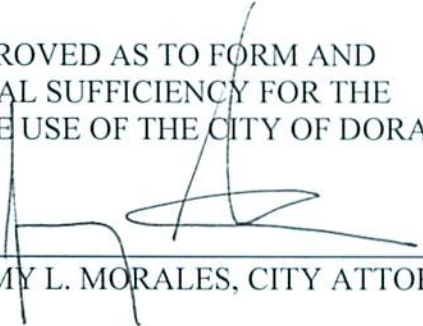

JIMMY L. MORALES, CITY ATTORNEY

EXHIBIT A

[legal description to be attached]

