

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: 35-3028-005-0010

EASEMENT

This Easement (the "Easement") is made this 11th day of July, 2017 by Doral Executive Center, LLC with an address of 1500 San Remo Avenue, Suite 179, Coral Gables, Florida 33146, (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 "Tract A" of the Eastern-Doral Acres Plat recorded in Plat Book 108, Page 90, of the Public Records of Miami-Dade County, Florida 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.

WHEREAS, shared use of the Easement Property means that the Easement Property may ultimately be used by both the Grantee and Grantor, as well as the pedestrians and bicyclists.

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 Eastern-Doral Acres Plat recorded in Plat Book 108, Page 90, of the Public Records of

Miami-Dade County, Florida (the "Maintenance Easement"). Grantee's use of the shared use pedestrian/bike path shall be limited to the terms of this easement.

(b) Once the Grantee has completed the pedestrian/bike path, 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.

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 the Maintenance Easement, and that this easement is not in conflict with the Maintenance 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 non-prevailing party shall pay the prevailing party in such suit reasonable attorney's fees and court costs, in addition to any other award that the Court might make, from 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 Grantee, of the Easement Property, except to the extent arising from the negligence or willful misconduct of Grantor, its officers, employees or agents.

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 inuring 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:



Witness

GRANTOR:
DORAL EXECUTIVE CENTER, LLC



By: William Kaskel, Managing Member
Address: 1500 San Remo Avenue, Suite 179
Coral Gables, Florida 33146



Witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

2 The foregoing instrument was acknowledged before me this 12 day of ~~December~~ ^{JANUARY}, 2011 by William Kaskel as Managing Member of Doral Executive Center, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or who has produced a Florida Driver's License as identification.



NOTARY PUBLIC



Acknowledged and Accepted this 11th day of July, 2017:

CITY OF DORAL

By: Yvonne Soler-McKinley
YVONNE SOLER-MCKINLEY, CITY MANAGER

ATTEST:

Barbara Herrera
BARBARA HERRERA, CITY CLERK

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

Jimmy L. Morales
JIMMY L. MORALES, CITY ATTORNEY

EXHIBIT A

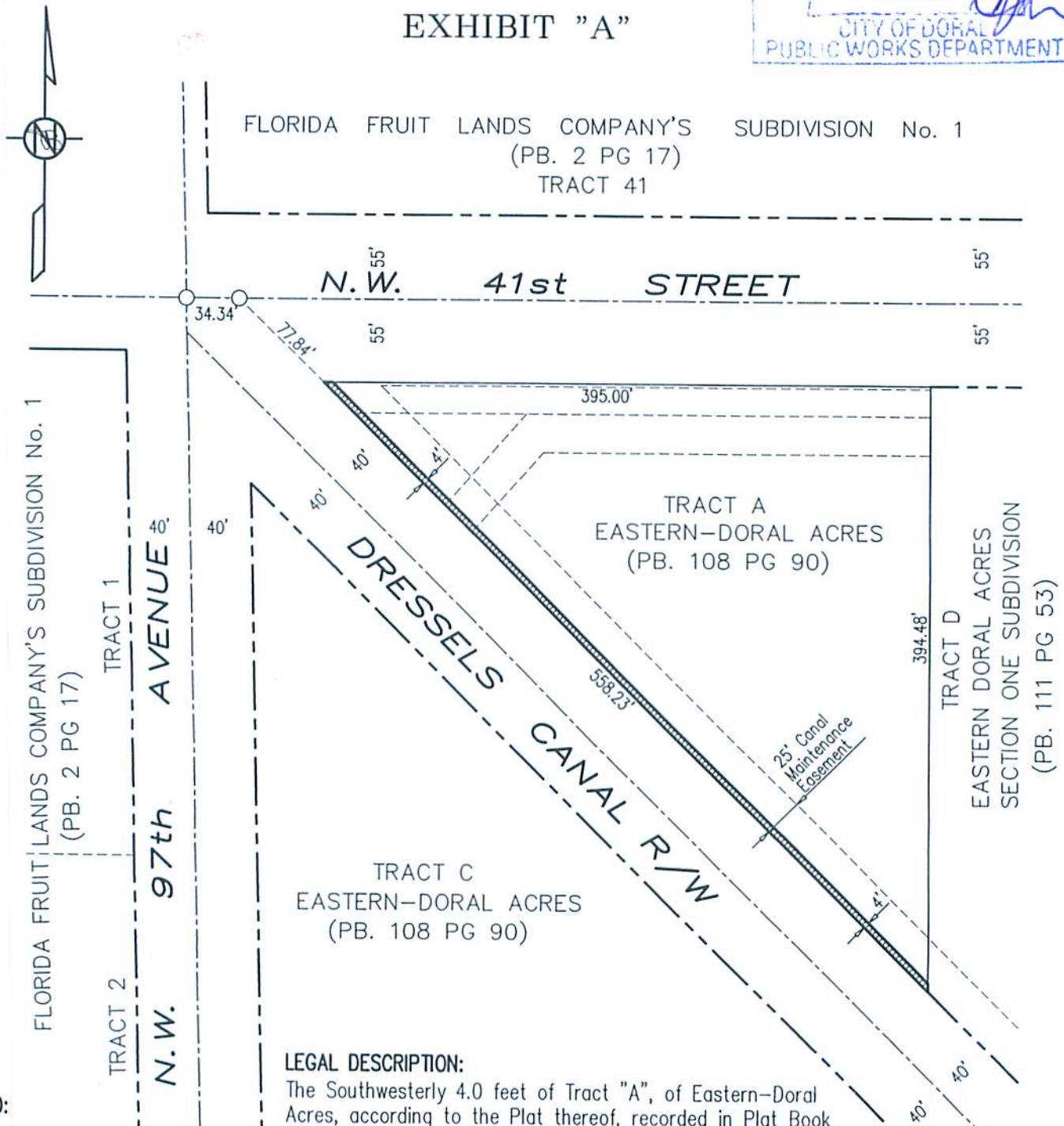
#1414423 v1





EXHIBIT "A"

FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1
(PB. 2 PG 17)
TRACT 41



LEGAL DESCRIPTION:

The Southwesterly 4.0 feet of Tract "A", of Eastern-Doral Acres, according to the Plat thereof, recorded in Plat Book 108 at Page 90 of the Public Records of Miami Dade County, Florida.

PREPARED BY:

Thomas Brownell

BIKE PATH EASEMENT

E.R. BROWNELL & ASSOC., INC.

CONSULTING ENGINEERS

LAND SURVEYORS

2434 SW 28th LANE

Miami, Florida, 33133

305.860.3866

LB.761

305.860.3870

Draw By: ALR

Date: 06/26/12

Job #: 57531

Scale: 1"=100'

Sketch No.: SM-2539

C:\Program Files\Internet Explorer\IEXPLOE.DLL

RECEIVED
JUL 06 2012
CITY OF DORAL
PUBLIC WORKS DEPARTMENT