

This Instrument Was Prepared By and Return to:

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

Folio: 35-3019-007-2170

EASEMENT

This Easement (the "Easement") is made this 28 day of May, 2019 by **DORAL LANDINGS TOWNHOMES ASSOCIATION, INC.** (hereinafter the "Grantor") whose address is 3800 Multi-Family -22-37 U/A 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 "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 Landings West** Plat recorded in Plat Book **148**, Page **96**, 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 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.

(d) Grantee agrees to take all reasonable steps to ensure that the use of and all activity conducted upon the Easement Property complies with all applicable noise ordinances and does not represent a nuisance upon the homes which are adjacent to the Easement Property.

3. **Duration**. This Easement shall be in effect for twenty-five (25) years from the date hereof 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. This Easement shall automatically renew every twenty-five (25) years hereunder unless Grantor shall provide written notice to Grantee, not less than 180 days prior to the renewal date, that the [Association] has, by majority vote of the membership, decided to terminate the easement

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.

8. Insurance Requirement. Grantee agrees that it shall require the general contractor that is hired to construct the bike path and related amenities to add the Grantor as an additional insured on the casualty and liability insurance that is required to be maintained by the general contractor. Grantee will be requiring comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage. Grantee shall, at Grantor's request, cause the general contractor to provide a certificate of insurance to the Grantor evidencing that such endorsement has taken place.

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 [Signature]

Witness [Signature]

GRANTOR:

Maritza Malacrinio, Pres.
By: MARITZA MAZACRINO
Address: 5134 NW 11St
Doral, FL 33178

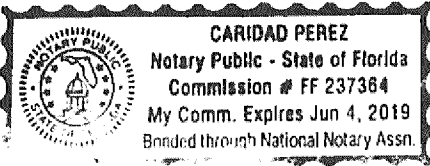
STATE OF FLORIDA)
) :SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28 day of May 2019, by _____, on behalf of Grantor, who took an oath, and who is:

PERSONALLY KNOWN TO ME -OR-
 PRODUCED THE FOLLOWING ID: _____
ID NO.: _____

[Signature]

NOTARY PUBLIC
Print or Stamp Below Notary's Name:
Print or Stamp Below Commission No.:
Print or Stamp Below Commission Expires:
(NOTARY STAMP/SEAL BELOW)



Acknowledged and Accepted this 28 day of May, 2019:

CITY OF DORAL

By: [Signature]
ALBERT CHILDRESS, CITY MANAGER

ATTEST:

[Signature]
CONNIE DIAZ, CITY CLERK

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

[Signature]
LUIS FIGUEROA, ESQ.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF MIAMI DADE

Sworn to (or affirmed) and subscribed before me this 28 day of MAY,
2019, by MR. ALBERT CHILDRESS (name of person making statement).

(NOTARY SEAL)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

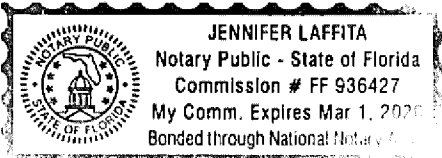


EXHIBIT A

[legal description to be attached]

