

This instrument was prepared by:

James R. Williams Jr., Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

Folio No. 35-3027-024-0010

(Space reserved for Clerk)

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT (this "Easement") is entered into as of the 7 day of OCTOBER, 2023, by and between EWE WAREHOUSE INVESTMENTS XXXII, LTD., a Florida limited partnership, whose address is 10165 NW 19th Street Doral, Florida 33172 (hereinafter the "Grantor"), to and in favor of the CITY OF DORAL, a Florida Municipal Corporation whose address is 8401 NW 53 Terrace, Doral, Florida 33166 (hereinafter the "Grantee"). The Grantor and Grantee are collectively referred to as the "Parties".

RECITALS

WHEREAS, Grantor is the owner of that certain property described in **Exhibit "A"** attached hereto and made a part hereof (the "Property");

WHEREAS, the Grantor received approval for a site plan modification from the City of Doral City Council (the "City Council") on March 22, 2023, pursuant to Resolution No. 23-40 (the "Resolution"), to develop a six (6) story (185 unit) residential building with a five (5) story parking garage on the west portion of the Property (the "Project");

WHEREAS, the Grantor is required to provide to the Grantee a 1.5 foot non-exclusive public access easement located within the Property's west property line, immediately east of the right-of-way along NW 82 Avenue, specifically described in **Exhibit "B"** (the "Easement Area"), as agreed to and as stated in Condition No. 4 of the Resolution;

WHEREAS, the Easement Area is to be used for the purposes of providing the general public with additional public sidewalk area; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee as follows:

1. **Grant of Easement**. Grantor does hereby grant and convey to Grantee this non-exclusive Easement over, under, across and upon the Easement Area for the construction, placement, maintenance, and use by the general public as a public sidewalk. This Easement grants to the Grantee the right to replace, repair, and maintain the Easement Area as a public sidewalk once the Grantor constructs the Easement Area as a public sidewalk.

2. Use of Easement.

(a) Grantee shall have the right to do all things reasonably necessary for the purposes set forth in Section 1. Grantee's uses that exceed the construction, replacement, maintenance, and use by the general public for a public sidewalk shall be subject to Grantor's approval in its sole discretion.

(b) Grantee shall keep and maintain the Easement Area in a clean, safe and sanitary condition, including reasonable maintenance and repairs caused by normal wear and tear of the sidewalk, as well as any damage caused by the public that is not associated to normal wear and tear. The sidewalk is to match the public sidewalk connected to the west of the Easement Area.

(c) The Easement Area is to be fully accessible to the general public on a 24 hour basis, 7 days a week. However, the Grantor and Grantee may temporarily limit access to all or a portion the Easement Area, if the Grantor or Grantee received prior written approval by the City Manager or their designee to do so.

3. Title. Grantor does hereby warrant that it has title to the Easement Area, that it has full power and authority to grant this Easement, and that it will defend title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

4. Reservation. Grantor hereby reserves all rights of ownership in and to the property underlying the Easement Area, including, without limitation, the right to grant further non-exclusive easements on, over, under and/or across the Easement Area (i.e., utility and/or access easements).

5. Term. This Easement shall run with the land and shall be binding on all parties and all persons claiming title under it for a period of thirty (30) years from the dates this Easement is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the Property has been recorded agreeing to change the Easement in whole, or in part, provided that the Easement has first been modified or released by the City. During the term of the Easement, the Easement Area shall be used as a public sidewalk provided that Grantee may determine that it is in the best interest of the health, safety and welfare of the public to discontinue such use in which case Grantee shall record a release of the Easement and provide notice to the Grantor.

6. Covenants of Grantor. Grantor hereby warrants and covenants that the Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this easement and all mortgages have been joined or subordinated.

7. 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.

8. Indemnification. Subject to the limitations set forth in Section 768.28, Florida Statutes, Grantee shall defend and indemnify and hold Grantor, its successors or assigns, harmless against any injuries, damage or claims which may arise from the 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.
9. 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.
10. Notices. Any and all notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be validly given or made upon receipt, provided notice is sent by certified or registered mail (return receipt requested, postage prepaid), or by overnight courier service which delivers only upon signed receipt of the addressee and addressed as follows:

To Grantor: EWE Warehouse Investments XXXII, LTD.
C/O The Easton Group
10165 NW 19 Street
Miami, FL 33172

With a copy to: CD Group, LLC
Attention: Maurice Cayon & Shahin Eteessam
7480 SW 40 Street, Suite 700
Miami, FL 33155

With a copy to: Holland & Knight, LLP
Attention: James R. Williams Jr., Esq.
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

To Grantee: City of Doral
Attention: City Manager
8401 N.W. 53 Terrace

Doral, Florida 33166

With a copy to: City of Doral
Attention: City Attorney
8401 N.W. 53 Terrace
Doral, Florida 33166

Either party may from time to time change the address to which such notices or communications may be delivered or sent by giving the other party written notice of such change. Except as otherwise provided, notices and other communications shall be deemed received on the date of delivery, unless delivery is refused or cannot be made in which event the date of attempted delivery shall be the date of notice.

11. 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.
12. Amendment. The terms, covenants, conditions and provisions of this Easement may only be abrogated, modified, and amended in whole or in part in writing by the parties or their respective representatives, successors, and assigns. Should this Easement be so modified, amended or released, the Grantee or such authorized designee shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release. An amendment to any provision of this Easement shall require the mutual written consent of the Grantor and Grantee.
13. 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 Area and all persons claiming by, through and under them.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and the Grantee have caused this Easement to be duly executed and delivered as of the date first written above. The Parties hereby agree to all the terms and conditions set forth above by signing below.

WITNESSES

By: [Signature]

Print Name: Armen Estroff

By: [Signature]

Print Name: Lenette Trivett

GRANTOR:

EWE WAREHOUSE INVESTMENTS XXXII, LTD., a Florida limited partnership

By: [Signature]

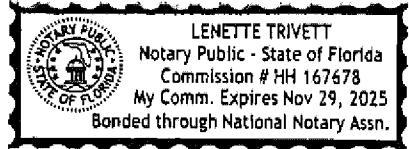
Print Name: Edward J. Easton

Title: Manager

STATE OF Florida)
) ss:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 25 day of August, 2023, by Edward J. Easton, as Manager of EWE WAREHOUSE INVESTMENTS XXXII, LTD., a Florida limited partnership. He/She is [] personally known to me or [] who has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Lenette Trivett
Notary Public, State of Florida
Commission #: HH167678
My Commission Expires: 11-29-25

CITY OF DORAL

BHH.

BARBIE HERNANDEZ
CITY MANAGER

ATTEST

Connie Diaz

CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Valerie Vicente

Valerie Vicente

City Attorney (As to form and legal sufficiency)

Exhibit "A"

(Legal Description)

Tract "A" of "NORTON TIRE COMPANY", according to the Plat thereof recorded in Plat Book 127, at Page 90, of the Public Records of Dade County, Florida

LESS:

The Westerly 2.00 feet thereof;

AND LESS:

The external area of a circular curve lying within said Tract "A", being concave to the Northeast, having a radius of 25 feet and tangent to a line 2.00 feet East of and parallel to the West Line of said Tract "A", and tangent to the South Line of said Tract "A".

Exhibit "B"

(Legal Description for Easement Area)

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

prepared by:

**HADONNE****EXHIBIT "A"****PUBLIC ACCESS EASEMENT**LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING**LEGAL DESCRIPTION:**

A portion of Tract "A" of "NORTON TIRE COMPANY", according to the plat thereof, as recorded in Plat Book 127, at Page 90, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Tract "A"; thence N89°40'56"E along the North Boundary Line of said Tract "A" for 2.00 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue N89°40'56"E along said North Boundary Line of said Tract "A" for 1.50 feet; thence S01°40'58"E along a line parallel with and 3.50 feet East of the West Boundary Line of said Tract "A" for 530.10 feet to Point of Curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly along the arc of said curve, having for its elements a radius of 23.50 feet, a central angle of 88°38'06" for an arc distance of 36.35 feet; thence S00°19'04"E radially for 1.50 feet to a point on the South Boundary Line of said Tract "A", said point also being a Point of Curvature on a circular curve to the right, concave to the Northeast and being concentric to the last described curve; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, a central angle of 88°38'06" for an arc distance of 38.67 feet to a Point of Tangency; thence N01°40'58"W along a line parallel with and 2.00 feet East of the West Boundary Line of said Tract "A" for 530.14 feet to the Point of Beginning.

Containing an area of 851 Square Feet, more or less, by calculations.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

prepared by:

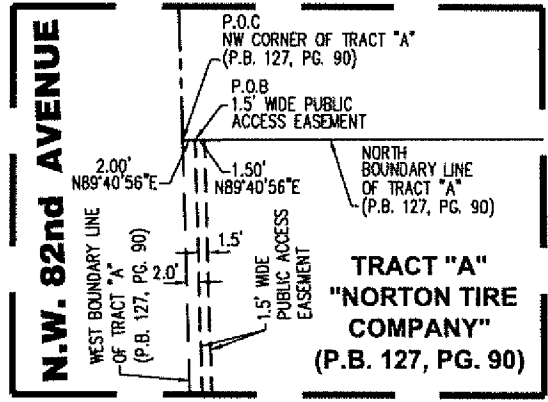
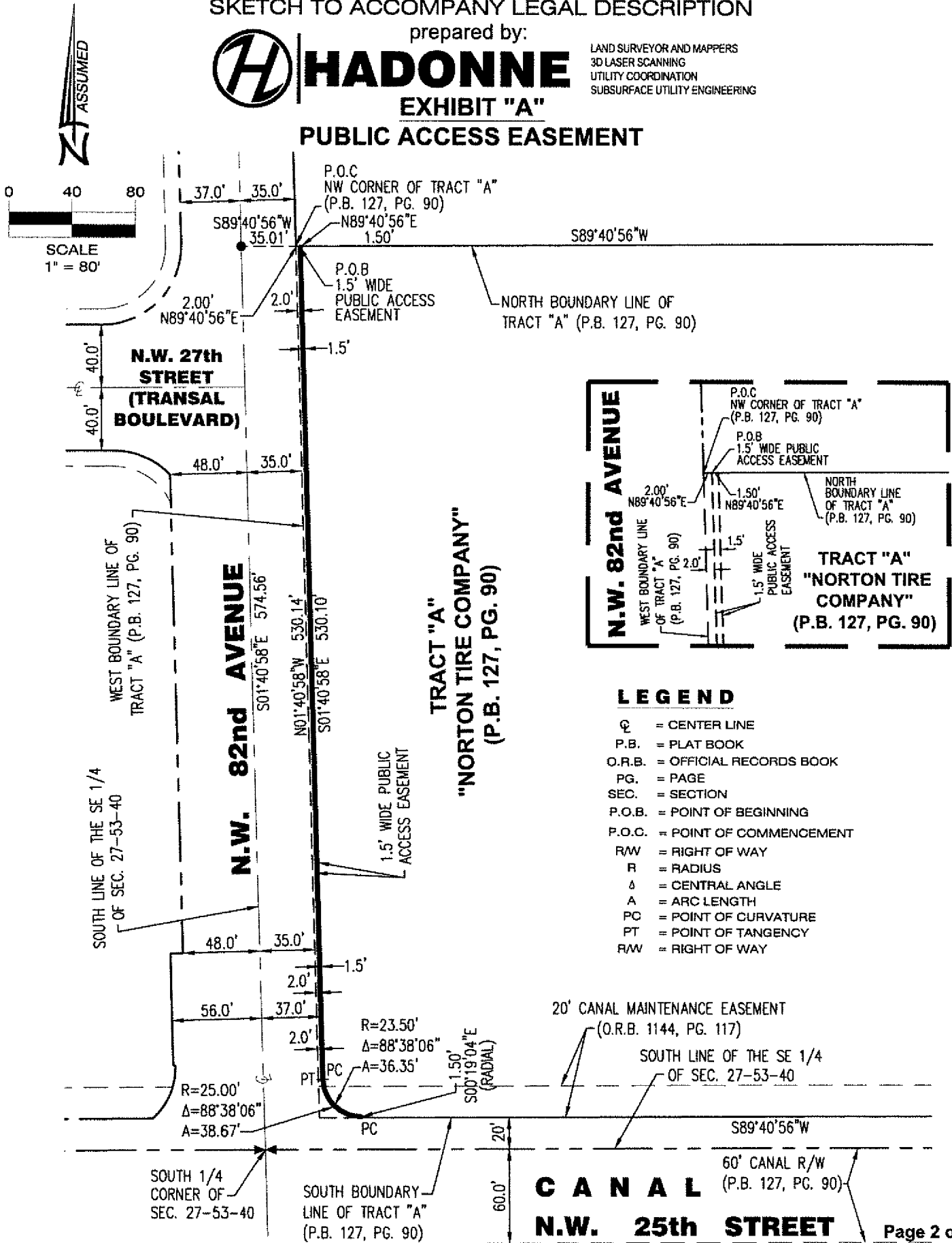


HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

EXHIBIT "A"

PUBLIC ACCESS EASEMENT



LEGEND

- ⊙ = CENTER LINE
- P.B. = PLAT BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- SEC. = SECTION
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- R = RADIUS
- Δ = CENTRAL ANGLE
- A = ARC LENGTH
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- R/W = RIGHT OF WAY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

prepared by:

**HADONNE**LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING**EXHIBIT "A"****PUBLIC ACCESS EASEMENT****SOURCES OF DATA:**

The Legal Description was generated from the following record Plats:

1. Plat of "NORTON TIRE COMPANY", recorded in Plat Book 127, at Page 90, of the Public Records of Miami-Dade County, Florida.

Bearings as shown hereon are based upon the West Line of the SE 1/4 of Section 27, Township 53 South, Range 40 East, with an assumed bearing of S01°40'58"E.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than that appears on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information other than what is cited in the Sources of Data were furnished, the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify to that this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

Abraham Hadad, P.S.M.

For the Firm
Professional Surveyor and Mapper LS6006
HADONNE CORP., a Florida corporation
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 101
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. Each Sheet, as incorporated therein, shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J-17.051 of the Florida Administrative Code.