

This Instrument Was Prepared By and Return to:

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

Folio: 35-3017-001-0610

EASEMENT

This Grant of Easement (the "Easement") is made this 30 day of March, 2016 by **Flightway Ten, LLC, a Florida LLC** (hereinafter the "Grantor") whose address is 890 South Dixie Highway, Coral Gables, FL 33146 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 may be referred to 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 use by the Grantee as an underground stormwater pipe connection and related facilities 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) paid in hand by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Grantor agrees as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee an exclusive Easement over, under, across and upon the Easement Property for an underground stormwater pipe connection and related facilities.

2. Use of Easement.

(a) Grantee shall have the right to do all things reasonably necessary to accomplish the purposes set forth in Section 1. Grantee's uses that exceed the use as an underground stormwater pipe connection and related facilities, but may be related to the permitted use and purpose, shall be subject to Grantor approval, which shall not be unreasonably withheld. Use of the Easement Property for any other purpose or use shall require the approval of the Grantor, in its sole discretion

(b) Grantee agrees to keep the Easement Property clean and in good repair and shall provide such maintenance needed in order to keep the underground stormwater pipe connection functioning as intended.

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, and that it will defend title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

4. Term. Commencing on the effective date hereof, this Grant of Easement shall be in perpetuity, unless terminated by the City as a result of a cessation of the need to accomplish the stated purpose. 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, abandonment, termination, cancellation, unauthorized assignment or material default.

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

(a) 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.

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

6. 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.

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

8. 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. This Easement can not be assigned by Grantee without the express written consent of the Grantor, which shall not be unreasonably withheld.

9. 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.

10. 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.

[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:

Witness [Signature]

Witness [Signature]

GRANTOR:

By: [Signature]
HAYDGE CEBALLOS VAZQUEZ
Address: 890 SOUTH DIXIE HWY
CORAL GABLES, FL 33146

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

The foregoing instrument was acknowledged before me this 16 day of March 2016, by Haydee Ceballos Vazquez, 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)



Gabrielle Bestulich
Commission #FF935326
Expires: November 11, 2019
Bonded thru Aaron Notary

Acknowledged and Accepted this 30 day of March, 2016

CITY OF DORAL

By:  _____
EDWARD ROJAS, CITY MANAGER

ATTEST:

 _____
CONNIE DIAZ, CITY CLERK

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


 _____
WEISS, SEROTA, HELFMAN, COLE,
BIERMAN & POPOK, PL
CITY ATTORNEY

EXHIBIT A

[legal description to be attached]

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
City of Doral, Florida
prepared by:



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

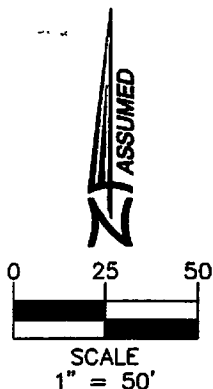
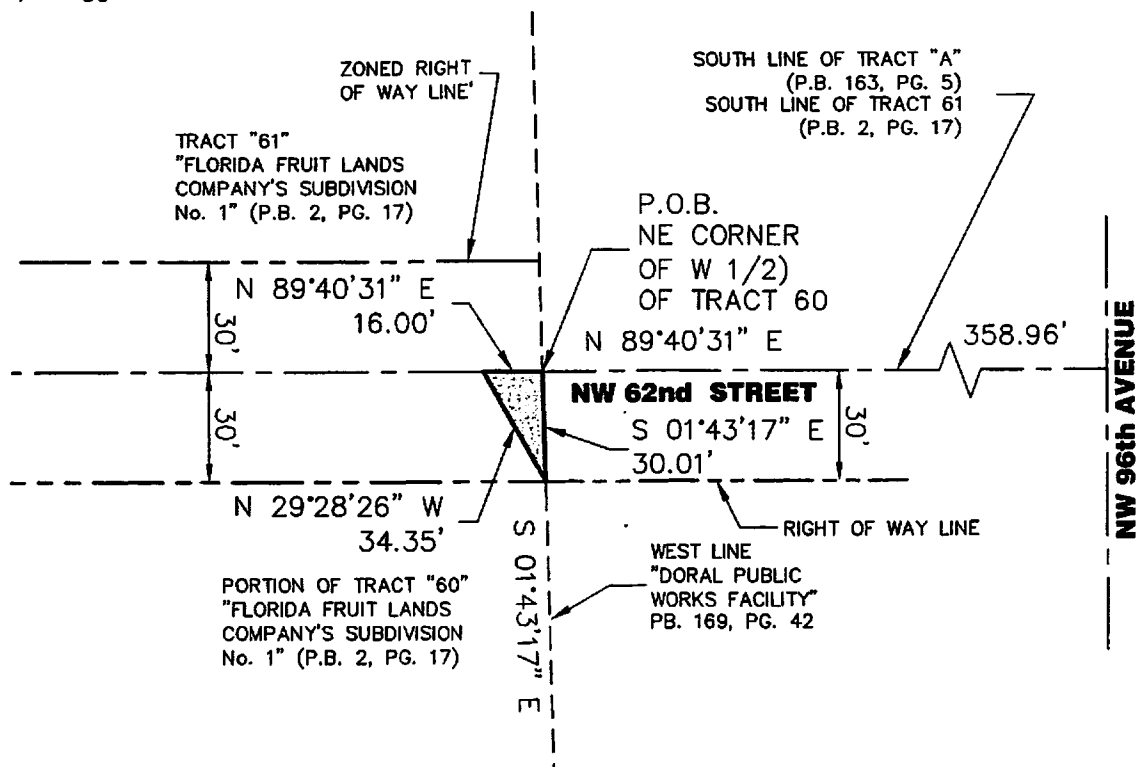


EXHIBIT "A"



LEGAL DESCRIPTION:

A portion of the West 1/2 of the Tract 60, Section 17, Township 53 South, Range 40 East of FLORIDA FRUIT LAND COMPANY'S SUBDISION No.1, according to the plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida. More particularly described as follows:

Beginning at the Northeast corner of the West 1/2 of the Tract 60, Section 17, Township 53 South, Range 40 East of FLORIDA FRUIT LAND COMPANY'S SUBDISION No.1, thence along the easterly line of said West 1/2 of Tract 60, also been the westerly line of the "DORAL PUBLIC WORKS FACILITY" Plat as recorded in Plat Book 169 at Page 42 of the Public Records of Miami-Dade County, Florida., S 01°43'17"E for 30.01 feet ; thence, N 29°28'26"W for 34.35 feet to a point on the notherly line of said Tract 60; thence, N 89°40'31"E for 16.00 feet , back to the point of begining.

Containing 240.00 Square feet, more or less.

LEGEND

- | | | | | | |
|------|---|-----------|-----|---|---------------------|
| P.B. | = | PLAT BOOK | R/W | = | RIGHT OF WAY |
| PG. | = | PAGE | (C) | = | CALCULATED DISTANCE |
| SEC. | = | SECTION | (M) | = | MEASURED DISTANCE |

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for

City of Doral, Florida

prepared by:



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

EXHIBIT "A"**SOURCES OF DATA:**

The Legal Description was generated from the Plat of "Doral Public Works Facility" a recorded in Plat Book 169, at Page 42 of the public records of Miami-Dade County, Florida.

Bearings as shown hereon are based upon the West Line of the of Plat "Doral Public Works Facility", with an assumed bearing of S01°42'43"E.

EASEMENTS AND ENCUMBRANCES:

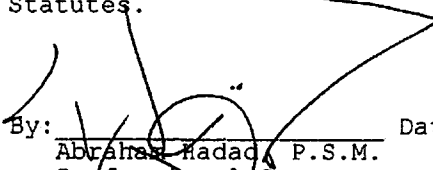
No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

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 City of Doral: 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 61G17-6 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By:  Date: 11-03-15
Abraham Madad, P.S.M.
Professional Surveyor and Mapper LS6006
HADONNE CORE
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 201
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the signature and original raised 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 61G17-6 of the Florida Administrative Code.