

This Instrument Was Prepared By and Return to:

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

Folio: 35-3030-015-0010

EASEMENT

This Grant of Easement (the "Easement") for the construction, placement, maintenance and use by the general public of a bike & pedestrian pathway and related facilities is made this 16 day of August, 2013 by **FREE TRADE ZONE HOLDING COMPANY, LLC** (hereinafter the "Grantor") whose address is **10900 NW 27 St. Doral, FL 33172** 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 construction, placement, maintenance and use by the general public of a bike & pedestrian pathway 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) 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 construction, placement, maintenance and use by the general public of a bike & pedestrian pathway and related facilities.

2. Use of Easement.

(a) Grantee shall have the right to do all things reasonably necessary for the purposes set forth 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 **CARISAM SUBDIVISION** Plat recorded in Plat Book **143**, Page **49**, of the Public Records of Miami-Dade County, Florida. Grantee's uses that exceed the construction, placement, maintenance and use by the general public of a bike & pedestrian pathway and related facilities shall be subject to Grantor approval in its sole discretion.

(a) 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.

(b) Property shall remain fenced at all times both during and after construction for so long as the property is operated as a duty-free business. Grantee shall maintain the fence in good repair, ordinary wear and tear excepted.

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. This Grant of Easement shall be in effect for a term of thirty (30) years, commencing on the effective date hereof, and shall renew automatically for successive ten (10) year period(s) unless terminated sooner by either Party as provided for herein. 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, in the event of expiration, abandonment, termination, cancellation, unauthorized assignment or material default.

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

(a) 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.

(b) 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.

(c) 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 or the use by any permitted invitee, 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.

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]

Acknowledged and Accepted this 14th day of August, 2013:

CITY OF DORAL

By: Joe Carollo
JOE CAROLLO, 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

John R. Herin Jr.
JOHN R. HERIN JR., CITY ATTORNEY

EXHIBIT A

[legal description to be attached]

"CARISAM SUBDIVISION"

A RESUBDIVISION OF A PORTION OF TRACT "B"
FREE ZONE INDUSTRIAL PARK PHASE ONE [116-5]
SECTION 30 - TOWNSHIP 53 SOUTH - RANGE 40 EAST,
DADE COUNTY FLORIDA

TRACT "A"
P.L. 116-5

TRACT "B"
P.L. 116-5

TRACT "C"
P.L. 116-5

LOCATION MAP
SECTION 30

P.B. **143** PG. **49**

KNOW ALL MEN BY THESE PRESENTS
That the undersigned, as Trustees under the FREE TRADE ZONE VENTURE TRUST, dated December 18, 1978 and Carol L. Rosen as successor Trustee of the FREE TRADE ZONE TRUST, do hereby certify that the above described plat, together with the plat of the subdivision of the same being a subdivision of the following described property:
LEGAL DESCRIPTION:
The whole lot of Tract "B", FREE ZONE INDUSTRIAL PARK PHASE ONE, according to the plan thereof, as recorded in Plat Book 116, of Page 5, of the Public Records of Dade County, Florida.

RANGE COUNTY PLAT RESTRICTIONS:
That the undersigned do hereby certify that the above described plat, together with the plat of the subdivision of the same being a subdivision of the following described property, shall be subject to the conditions, terms, covenants and restrictions of the plat of the subdivision of the same being a subdivision of the following described property, as recorded in Plat Book 116, of Page 5, of the Public Records of Dade County, Florida.

OWNER'S PLAT RESTRICTIONS:
That the undersigned do hereby certify that the above described plat, together with the plat of the subdivision of the same being a subdivision of the following described property, shall be subject to the conditions, terms, covenants and restrictions of the plat of the subdivision of the same being a subdivision of the following described property, as recorded in Plat Book 116, of Page 5, of the Public Records of Dade County, Florida.

IN WITNESS WHEREOF:
The undersigned, as Trustees under the FREE TRADE ZONE VENTURE TRUST, dated December 18, 1978 and Carol L. Rosen as successor Trustee of the FREE TRADE ZONE TRUST, do hereby certify that the above described plat, together with the plat of the subdivision of the same being a subdivision of the following described property, shall be subject to the conditions, terms, covenants and restrictions of the plat of the subdivision of the same being a subdivision of the following described property, as recorded in Plat Book 116, of Page 5, of the Public Records of Dade County, Florida.

WITNESSES:

<i>Becky Weaver</i> Becky Weaver Trustee	<i>Spencer L. Rosen</i> Spencer L. Rosen Trustee
<i>Carol L. Rosen</i> Carol L. Rosen Trustee	<i>Carol L. Rosen</i> Carol L. Rosen Trustee

ACKNOWLEDGMENT:
STATE OF FLORIDA }
COUNTY OF DADE }
I, *Carol L. Rosen*, Secretary of the Trust, do hereby certify that the above described plat, together with the plat of the subdivision of the same being a subdivision of the following described property, shall be subject to the conditions, terms, covenants and restrictions of the plat of the subdivision of the same being a subdivision of the following described property, as recorded in Plat Book 116, of Page 5, of the Public Records of Dade County, Florida.

NOTARY'S CERTIFICATE:
I, *Carol L. Rosen*, Notary Public for the State of Florida, do hereby certify that the above described plat, together with the plat of the subdivision of the same being a subdivision of the following described property, shall be subject to the conditions, terms, covenants and restrictions of the plat of the subdivision of the same being a subdivision of the following described property, as recorded in Plat Book 116, of Page 5, of the Public Records of Dade County, Florida.

APPROVALS:
This Plat was approved by the Dade County Planning Board on the 10th day of *May*, 1980, and that the same of the Trust and other parties as shown on the plat and in the accompanying plat of the subdivision of the same being a subdivision of the following described property, as recorded in Plat Book 116, of Page 5, of the Public Records of Dade County, Florida.

This Plat was approved by the Dade County Planning Board, Planning Department, on the 10th day of *May*, 1980, and that the same of the Trust and other parties as shown on the plat and in the accompanying plat of the subdivision of the same being a subdivision of the following described property, as recorded in Plat Book 116, of Page 5, of the Public Records of Dade County, Florida.

This Plat was approved by the Dade County Planning Board, Planning Department, on the 10th day of *May*, 1980, and that the same of the Trust and other parties as shown on the plat and in the accompanying plat of the subdivision of the same being a subdivision of the following described property, as recorded in Plat Book 116, of Page 5, of the Public Records of Dade County, Florida.

RECORDING STATEMENT:
Filed for record on the 10th day of *May*, 1980, at *1:43* PM, of Page *49* of the Public Records of Dade County, Florida.

This Plat complies with the Laws of the State of Florida and Metropolitan Dade County, Florida.