

This Instrument Was Prepared By and Return to:

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

Folio: 35-3030-034-0010

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**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 **HAGUE, INC., a Florida Corporation** (hereinafter the "Grantor") whose address is **Folio 35-3030-034-0010 (empty lot, no address assigned)** 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 Tract "A" of the F.T.Z. SUBDIVISION Plat recorded in Plat Book 153, Page 35, 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.

(b) 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.

(c) Grantee shall install a six (6) foot fence all along the length of the Easement Property so as to block access to the adjacent properties. 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]**

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:

GRANTOR:

Norma Morlote  
Witness

Hague, Inc.  
By: Harold M. Rifas, President  
Address: 7900 Red Road #10  
South Miami, FL 33143

[Signature]  
Witness

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

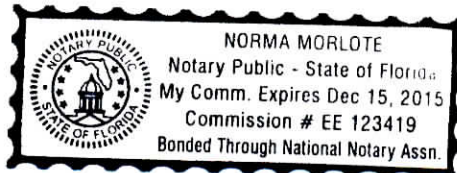
The foregoing instrument was acknowledged before me this 10 day of July 2013, by Harold M. Rifas, President, on behalf of Grantor, who took an oath, and who is:

PERSONALLY KNOWN TO ME -OR-

PRODUCED THE FOLLOWING ID: \_\_\_\_\_  
ID NO.: \_\_\_\_\_

Norma Morlote  
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 10<sup>th</sup> day of August, 2013:

CITY OF DORAL

By:   
JOE CAROLLO, CITY MANAGER

ATTEST:

  
BARBARA HERRERA, CITY CLERK

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

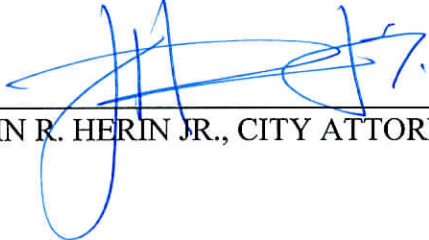
  
JOHN R. HERIN JR., CITY ATTORNEY

EXHIBIT A

[legal description to be attached]

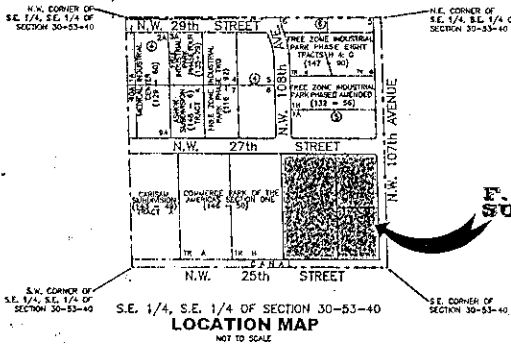
F. T. Z. SUBDIVISION

A RESUBDIVISION OF ALL OF "COMMERCE PARK OF THE AMERICAS SECTION TWO", RECORDED IN PLAT BOOK 147, AT PAGE 43, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING IN THE S.E. 1/4 OF SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI DADE COUNTY, FLORIDA.

PREPARED BY: FORD, ARCHERDOROS & MANUCCI, INC. 1850 NW 94TH AVENUE, 2ND FLOOR, MIAMI, FLORIDA 33172 PHONE: 477-6472 MAY, 1998

P.B. 153 PG. 351

SHEET 1 OF 2



MIAMI-DADE COUNTY APPROVALS:

This Plat was approved by the Miami-Dade County Florida, Department of Planning, Development and Regulation... This Plat was approved by the Miami-Dade County Florida, Public Works Department... This Plat has been found to be in compliance with the requirements of Chapter 335 Code of Metropolitan Miami-Dade County...

BOARD OF COUNTY COMMISSIONERS

Attest Clerk of the Circuit Court: [Signature]

KNOW ALL MEN BY THESE PRESENTS: That David L. Reary, as Successor Trustee, and not individually of the Free Trade Zone Thirty Acres Trust, and Sheldon B. Miller, as Trustee and not individually of the Free Trade Zone Venture Trust, have caused to be made the attached Plat entitled "F. T. Z. SUBDIVISION", the same being a resubdivision of the lawfully described property.

OWNER'S PLAT RESTRICTIONS: The Utility Easement shown herein by dashed lines are hereby reserved for the installation and maintenance of Public Utilities.

LEGAL DESCRIPTION: Tracts C, D, E and F in COMMERCE PARK OF THE AMERICAS SECTION TWO, according to the plat thereof, as recorded in Plat Book 147, at Page 43 of the Public Records of Dade County, Florida.

IN WITNESS WHEREOF: I have hereunto set our hand and seal this 22nd day of May, A.D. 1998.

MIAMI-DADE COUNTY PLAT RESTRICTIONS:

This Plat, the Annex and Street, as shown on the attached Plat together with all existing and future planting, trees, shrubbery, and fire hydrants, thereon are hereby dedicated to the perpetual use of the public for proper purposes pertaining to the dedication, their successors or assigns, the recreation or recreation thereof, whenever authorized by law. This Plat may include and communication lines, may be installed, removed, service conduits from the side to the building (structure) shall be an underground service laterals. No individual lots are to be permitted within this subdivision except for residential, or commercial, or any other primary purpose. The use of Double Parking will not be permitted on any tract within this subdivision, unless approved for temporary use in accordance with the State or County regulations. These Easements/Restrictions are shown on this plat and have a same reference identified therein as they appear on the attached plat. These Easements/Restrictions are shown on this plat and have a same reference identified therein as they appear on the attached plat. That the parcel(s) 15 feet Easement, by dashed lines as shown on the plat and four of Section Tracts, shall be for the installation and maintenance of sewer facilities. That the area adjacent to the Canal, to be graded so as to prevent direct overhead discharge of Storm Water into Canal.

ACKNOWLEDGEMENT: STATE OF FLORIDA: COUNTY OF MIAMI-DADE: I HEREBY CERTIFY: That on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAVID L. REARY, as Successor Trustee and Sheldon B. MILLER, as Trustee of the Free Trade Zone Thirty Acres Trust, who is known to me and who has produced satisfactory evidence of his identification and who executed the foregoing instrument, freely and voluntarily for the purposes therein expressed and who did not take an oath.

IN WITNESS WHEREOF: I have hereunto set our hand and seal this 22nd day of May, A.D. 1998.

WITNESSES: I, [Signature] and [Signature] First Name: [Name] First Name: [Name]

ACKNOWLEDGEMENT: STATE OF FLORIDA: COUNTY OF MIAMI-DADE:

I HEREBY CERTIFY: That on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, SHELTON B. MILLER, as Trustee and not individually of the Free Trade Zone Venture Trust, who is known to me and who has produced satisfactory evidence of his identification and who executed the foregoing instrument, freely and voluntarily for the purposes therein expressed and who did not take an oath. Witness My hand and official seal this 22nd day of May, A.D. 1998. Notary Public, State of Florida: [Signature] My Commission Expires: [Date]

RECORDING STATEMENT: Filed for Record this 22nd day of May, A.D. 1998, at 10:30 AM in Book 153 of Page 351 of the Public Records of Miami-Dade County, Florida. This Plat complies with the laws of the State of Florida and Miami-Dade County, Florida.

HARVEY RUVIN CLERK OF THE CIRCUIT COURT: [Signature]

SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY: That the attached plat entitled "F. T. Z. SUBDIVISION", is a true and correct representation of the land described as hereby surveyed and plotted under my direct supervision and that the Permanent Reference Measurements were set in accordance with Part 1, Chapter 177, Laws of the State of Florida.

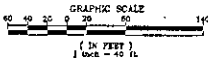
FORD, ARCHERDOROS & MANUCCI, INC. [Signature] Professional Surveyor and Mapper, No. 3679 State of Florida, May 5, 1998.

# F. T. Z. SUBDIVISION

P.B. 153 PG. 353

SHEET 2 OF 2

A RESUBDIVISION OF ALL OF "COMMERCE PARK OF THE AMERICAS SECTION TWO",  
RECORDED IN PLAT BOOK 147, AT PAGE 43, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA,  
LYING IN THE S.E. 1/4 OF SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI DADE COUNTY, FLORIDA.

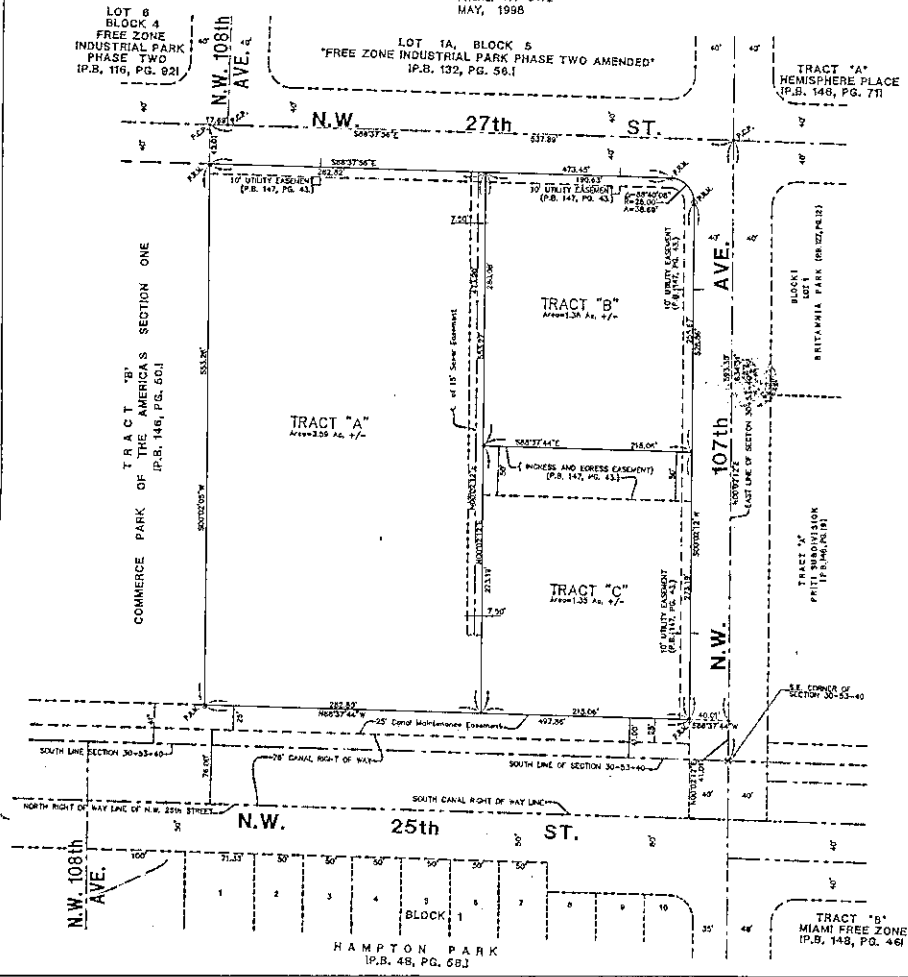


PREPARED BY:  
**FORI, ARRIENTEROS & MANUJO, INC.**  
1950 N.W. 94th AVENUE, 2nd FLOOR,  
MIAMI, FLORIDA 33172  
PHONE: 477-6472  
MAY, 1998

LOT 8  
BLOCK 4  
FREE ZONE  
INDUSTRIAL PARK  
PHASE TWO  
I.P.B. 116, PG. 021

LOT 1A, BLOCK 5  
"FREE ZONE INDUSTRIAL PARK PHASE TWO AMENDED"  
I.P.B. 132, PG. 56.1

TRACT "A"  
HEMISPHERE PLACE  
I.P.B. 148, PG. 71



**SURVEYOR'S NOTES:**  
 X Denotes Section Corner.  
 P.P.M. = Denotes Permanent Reference Monument.  
 P.C.P. = Denotes Permanent Control Point.  
 Bearings shown are based on N 00deg 02min 12sec E, along the East line of Section 30, Township 53 South, Range 40 East.  
**NOTICE:** There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

**RECORDING STATEMENT:**  
 Filed for Record this 15th day of May, 1998, at 10:00 A.M., in Book 153 of Plats, at Page 353, of the Public Records of Miami-Dade County, Florida. This Plat complies with the Laws of the State of Florida and of Miami-Dade County, Florida.

HARVEY RUYIN CLERK OF THE DISTRICT COURT  
 By: *[Signature]* DEPUTY CLERK