

This Instrument Was Prepared By and Return to:

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

Folio: 35-3030-030-0010

GRANT OF EASEMENT FOR GUARD RAIL INSTALLATION & RELATED FACILITIES

Parcel No. _____

This Grant of Easement (the "Easement") for the installation, construction, placement, maintenance and use of guard rail and related facilities is made this 17 day of Feb, 2014 by SAMMOURY INVESTMENT, INC., *insert complete name in CAPS & bold include "a Florida Corporation or Florida LLC at end if appropriate"* a Florida Corporation (hereinafter the "Grantor") whose address is 11402 NW 41st Street DORAL 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 located in the city of Doral, Miami-Dade County, Florida legally described on Exhibit "A" attached hereto and made a material part hereof (the "Easement Parcel"); and Exhibit "B" the Guardrail Design.

WHEREAS, Grantor desires to grant to Grantee for the use of the general public, an Easement on, over and under the Easement Parcel for the construction, placement, maintenance of a guard rail and related facilities; and

WHEREAS, Grantee desires to obtain from the Grantor, the Easement.

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. Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Easement.
2. Grant of Easement. Grantor does hereby grant, bargain and convey to Grantee, its successors and assigns forever, a permanent easement for installation of guard rail, including any

and all appurtenances and related uses pertaining thereto, over, on, upon, across, under and through the Easement Parcel.

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. Work to be Performed. As a condition of this Easement, Grantee hereby covenants and agrees that it shall perform any and all work necessary to facilitate the placement of the guard rail within the Easement Area, including but not limited to, design, permitting, installation and construction at its sole cost and expense. All work taking place within the Easement Area shall be done by duly licensed and insured contractors, pursuant to all required permits from all applicable jurisdictional agencies.

6. Use of Easement.

(a) Grantee shall have the right to do all things reasonably necessary for the purposes outlined in Section 2 of this Grant of Easement. Grantee's uses that exceed the Easement Parcel for construction, placement and maintenance of the guard rail and related facilities shall be subject to Grantor's approval in its sole discretion.

(b) Grantee agrees to maintain the Easement Parcel and the improvements thereon in good repair, ordinary wear and tear excepted, and shall provide such maintenance of the grass and other landscaping located on the Easement Parcel that is routinely provided by the Grantee in the right-of-way in the City of Doral.

7. Covenants of Grantor. Grantor hereby warrants and covenants that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

8. 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. Subject to the provisions hereinafter set forth in Section 3 & 7, in the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

9. 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 permitted invitee, of the Easement Parcel, except to the extent arising from Grantor's negligence or willful misconduct.

10. 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.

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. 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 Parcel 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.

GRANTOR:

Deana Elias
Witness
Print Name: Deana Elias

Hani M. Jardack
Print Name: Hani M. Jardack
Its: V.P.

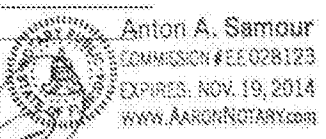
Witness
Print Name: _____

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

The foregoing instrument was acknowledged before me this 14 day of Feb. 2014 by HANI JARDACK on behalf of Grantor, who took an oath, and who is:

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

Anton A. Samour
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)




CITY OF DORAL, a Florida Municipal Corporation

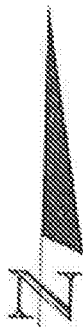
By: 
Joe Carollo, City Manager

ATTEST:

By: 
Barbara Herrera, City Clerk

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

By: 
John R. Herin, Jr., City Attorney



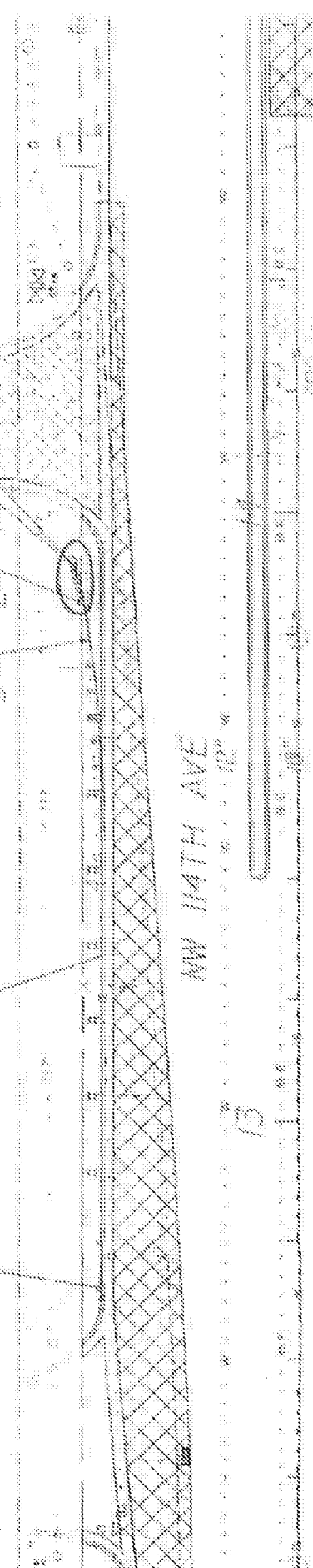
NOTE:
THERE IS 6.25' BETWEEN POST 1, 2 AND 3.

CONST. END ANCHORAGE (TYPE II)
BEGIN GUARDRAIL
STA. 112+72.00

CONST. GUARDRAIL (19 LF) WITH
SPECIAL POST (POST INDEX 400)
DUE TO UTILITY CONFLICT
HAND-DIGGING IS REQUIRED

POST POST POST
3 2 1

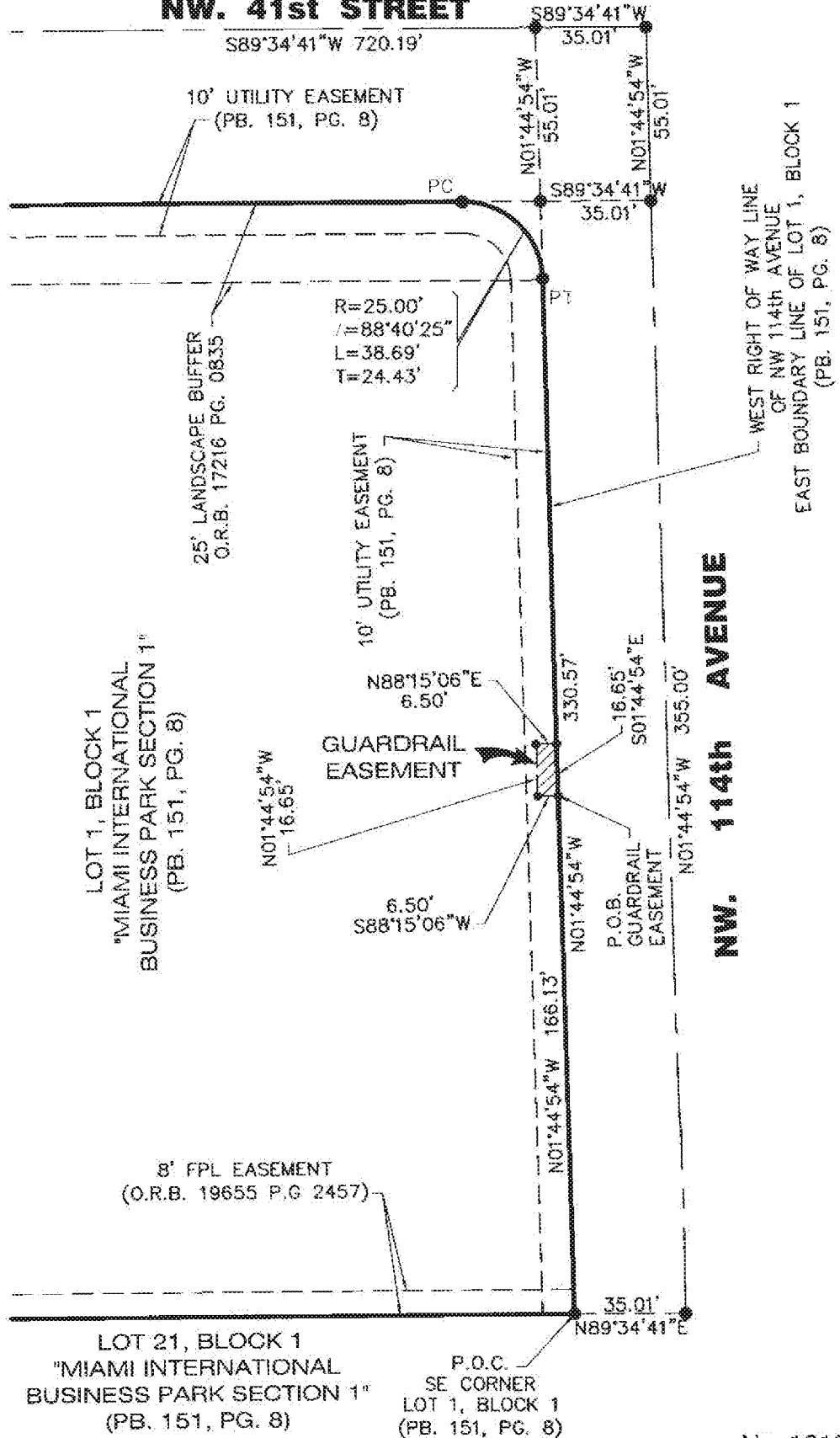
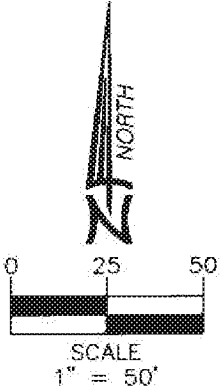
END GUARDRAIL
CONST. END ANCHORAGE
(TYPE FLARED)
STA. 113+91.50



NW 114TH AVE

13

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
of
EASEMENT FOR GUARDRAIL INSTALLATION
for
THE CITY OF DORAL
NW. 41st STREET



LEGEND

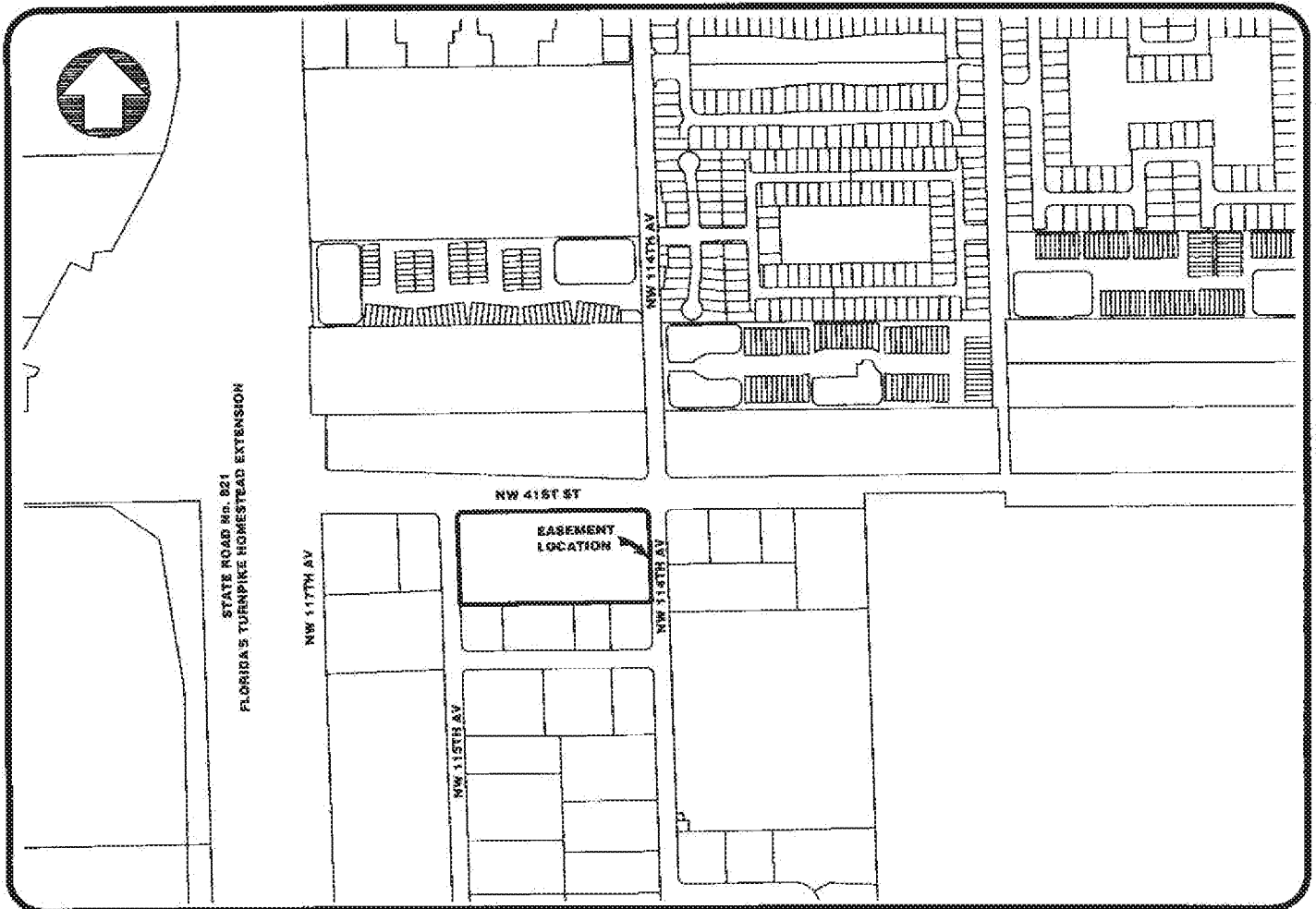
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.G. = PAGE
- SEC. = SECTION
- R.O.W. = RIGHT OF WAY
- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH
- TAN = TANGENT LINE

NOTICE: Not full and complete without all pages. Total of Three (3) Pages

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

of
EASEMENT FOR GUARDRAIL INSTALLATION
 for
THE CITY OF DORAL

SECTION 30 - TOWNSHIP 53 SOUTH - RANGE 40 EAST



LOCATION MAP

NOT TO SCALE

**LEGAL DESCRIPTION
 GUARDRAIL EASEMENT:**

A parcel of land in Lot 1, Block 1 of "MIAMI INTERNATIONAL BUSINESS PARK SECTION 1", according to the plat thereof, as recorded in Plat Book 151, at Page 8 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast Corner of said Lot, in Block 1; thence N01°44'54"W along the West Right of Way Line of NW 114th Avenue, said line also being the East Boundary Line of said Lot 1, in Block 1, for 166.13 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence S88°15'06"W for 6.50 feet; thence N01°44'54"W along a line parallel with and 6.50 feet West of the West Right of Way Line of NW 114th Avenue and also being the East Boundary Line of said Lot 1, in Block 1, for 16.65 feet; thence N88°15'06"E for 6.50 feet to a point on the West Right of Way Line of NW 114th Avenue and also being the East Boundary Line of said Lot 1, in Block 1; thence S01°44'54"E along the West Right of Way Line of NW 114th Avenue and also being the East Boundary Line of said Lot 1, Block 1 for 16.65 feet to the Point of Beginning of the described parcel of land.

Containing 83 Square Feet, more or less, by calculations.

NOTICE: Not full and complete without all pages. Total of Three (3) Pages

No. 10108
 Page 2 of 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
of
EASEMENT FOR GUARDRAIL INSTALLATION
for
THE CITY OF DORAL

SOURCES OF DATA:

The Legal Description of the Subject Property was generated from the review of the following Plat:

Plat of "MIAMI INTERNATIONAL BUSINESS PARK SECTION 1", recorded in Plat Book 151, Page 8, Miami-Dade County Records.

In addition, the following sources of data were used to the extent required to complete this document in a defensible manner, that is to say:

CAD File furnished by A & P Consulting Transportation Engineers, located at 10305 NW 41st Street, Suite 115, Doral, Florida, 33178, depicting the proposed guardrail location.

Bearings as shown hereon are based upon the West Right of Way Line of NW 41st Avenue, also being the East Boundary Line of Lot 1, Block 1 of "MIAMI INTERNATIONAL BUSINESS PARK SECTION 1", recorded in Plat Book 151, Page 8, Miami-Dade County Records with an assumed bearing of N01°44'47"W.

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 Item with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information other than that is cited in the Sources of Data were furnished, the Client is hereby advised that there may be 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.

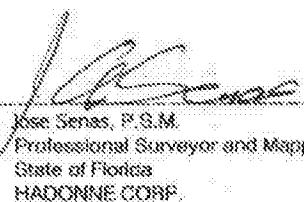
This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

INTENDED USE / EXPRESS PURPOSES:

It is understood by the Surveyor that the intended use of this document is to dedicate the described parcel area for a portion of guardrail installation and maintenance easement purposes.

SURVEYOR'S CERTIFICATE:

I hereby certify 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 "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By:  Date: 01/23/14
Jose Senas, P.S.M.
Professional Surveyor and Mapper LS 5836
State of Florida
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 N.W. 88th Court, Suite 202
Doral, Florida 33172
305.266.1188 phone
305.207.6645 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 5J-17.051 of the Florida Administrative Code.

NOTICE: Not full and complete without all pages. Total of Three (3) Pages

No. 10108
Page 3 of 3

CONSENT OF MORTGAGEE

This **Consent of Mortgagee** (the "Consent") is being executed this 7TH day of January, 2014 by **WELLS FARGO BANK, N.A.** (the "Mortgagee") incident to that certain **Grant of Easement for Guard Rail Installation & Related Facilities** (the "Easement") to which this Consent is attached, by and between **SAMMOURY INVESTMENT, INC.**, a Florida corporation (the "Borrower") and **CITY OF DORAL**, a Florida municipal corporation (the "City").

WHEREAS Mortgagee is the owner and holder of that certain Mortgage (the "Mortgage") encumbering the property more particularly described therein, described as follows:

That certain Mortgage and Security Agreement in favor of Executive National Bank, recorded January 29, 2001, in Official Records Book 19469, at Page 4779; as assigned to Union Planters Bank by that certain Assignment of Mortgage, Note and Other Loan Documents recorded in Official Records Book 20500, at Page 2216; as modified by that certain Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement recorded in Official Records Book 20500, at Page 2220, by that certain Mortgage Modification, Extension and Future Advance Agreement recorded in Official Records Book 22796, at Page 2378; by that certain Future Advance Receipt and Modification Agreement recorded in Official Records Book 24526, at Page 263; as assigned to Mortgagee by that certain Assignment of Mortgage and Other Loan Documents dated November 21, 2013 and recorded in Official Records Book 29000, at Page 1663; as amended by that certain Mortgage Modification Agreement dated November 22, 2013 and recorded in Official Records Book 28929, at Page 4988, all of the Public Records of Miami-Dade County, Florida.

WHEREAS Borrower has requested Mortgagee to consent to the recording of the Easement of even date herewith.

NOW THEREFORE, Mortgagee consents to the recording of the Easement and agrees that the lien and effect of the Mortgage shall be subject to the terms of the Easement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Easement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation.

In the event the Mortgagee succeeds to the interest of the Borrower in the **Easement Parcel**, as such term is defined in the Easement, Mortgagee shall succeed to the rights and obligations of the Borrower in and to the Easement.

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be duly signed and delivered as of the date and year first above written.

WITNESSES AS TO MORTGAGEE:

[Signature]
Please Print: Martin Vargas.
[Signature]
Please Print: Annette Gil

WELLS FARGO BANK, N.A.
[Signature]
By: Hector I. Garcia, Vice President

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

I HEREBY CERTIFY that, on this day, before me, an officer duly authorized in the State and County aforesaid to administer oaths and take acknowledgments, personally appeared **Hector I. Garcia**, as a **Vice President** of **WELLS FARGO BANK, N.A.**, who, after being duly sworn, acknowledged before me the execution of the foregoing instrument for the purposes therein expressed, and who is personally know to me, or who has produced [Signature] as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of January, 2014.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Name: Jary Lanes
Please Print
My commission expires: 01.13.17

