

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: 35-3019-018-1750

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 26 day of March, 2014 by **COSTA BRAVA HOMEOWNERS ASSOCIATION, INC.**, a Florida Non-Profit Corporation (hereinafter the "Grantor") whose address is c/o Allied Property Group, Inc., 12350 SW 132 Court, Suite 114, Miami, FL 33186 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 outlined in Section 1. Grantee's uses that exceed the installation, operation and maintenance of a shared use pedestrian/bike path 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 accepted, 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) During construction of pathway, Grantee shall install approximately 1,244 feet of six (6) foot chain-link fence along the southern limits of the Easement Property so as to block access to the adjacent residential communities. Grantee shall the Easement Property fence along NW 50th Street in good repair, ordinary wear and tear excepted.

(d) Grantee shall remove rock boulders within the Easement Property as part of clearing and grubbing during construction of the shared use path.

(e) During construction of pathway, Grantee shall replace approximately 450 feet of existing chain-link fence (including gates) along NW 112th Avenue and NW 109th Avenue south from the Easement Property.

(f) Grantee shall install hard wire electric or solar powered lighting along the pathway within the Easement Property.

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.

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:

[Signature]
Witness

[Signature]
Witness

GRANTOR: [Signature]
By: Luis Janania - President
Address: 4832 NW 107th
Doral, FL 33178

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

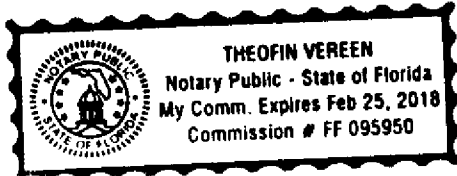
The foregoing instrument was acknowledged before me this 28th day of March 2014, by Luis Janania, on behalf of Grantor, who took an oath, and who is:

- PERSONALLY KNOWN TO ME -OR-
- PRODUCED THE FOLLOWING ID:

ID NO.: J551 526 75 324 0

[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)

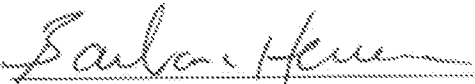


Acknowledged and Accepted this ____ day of _____, 2014:

CITY OF DORAL

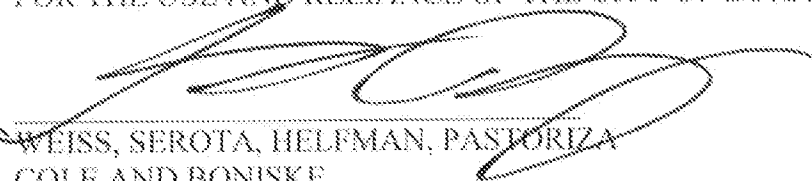

By: _____
JOE CAROLLO, CITY MANAGER

ATTEST:



BARBARA HERRERA, CITY CLERK

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



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE
CITY ATTORNEY

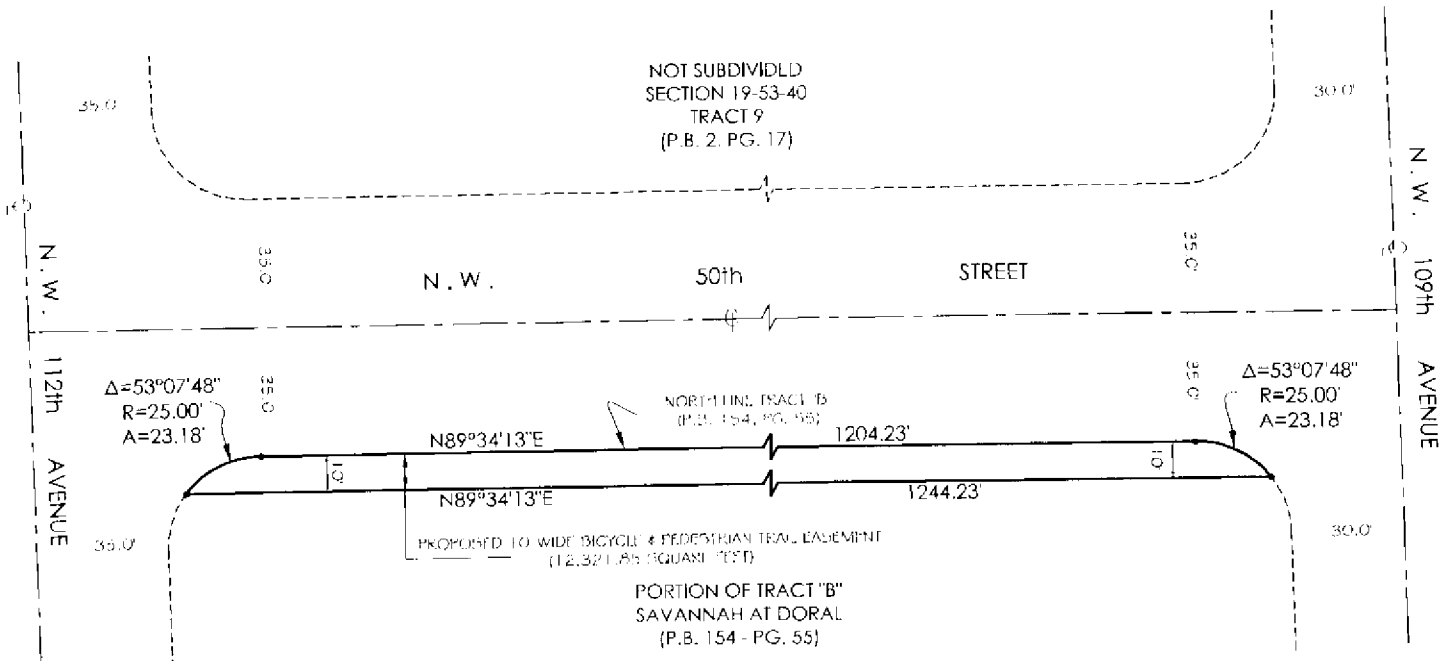
SKETCH AND LEGAL DESCRIPTION 10' WIDE BICYCLE & PEDESTRIAN TRAIL EASEMENT



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



LEGAL DESCRIPTION:

The North 10.00 feet of Tract "B", of "SAVANNAH AT DORAL", according to the Plat thereof, as recorded in Plat Book 154, at Page 55 of the Public Records of Miami-Dade County, Florida.

All of the above situated, being and lying in the City of Doral, Miami-Dade County, Florida and containing 12,321.85 Square Feet or 0.28 Acres more or less..

LEGEND:

- P.O.C. - POINT OF COMMENCE
- P.O.B. - POINT OF BEGINNING
- P.B. - PLAT BOOK
- PG. - PAGE
- Δ - CENTRAL ANGLE
- R= - RADIUS
- A= - ARC

LONGITUDE
SURVEYORS

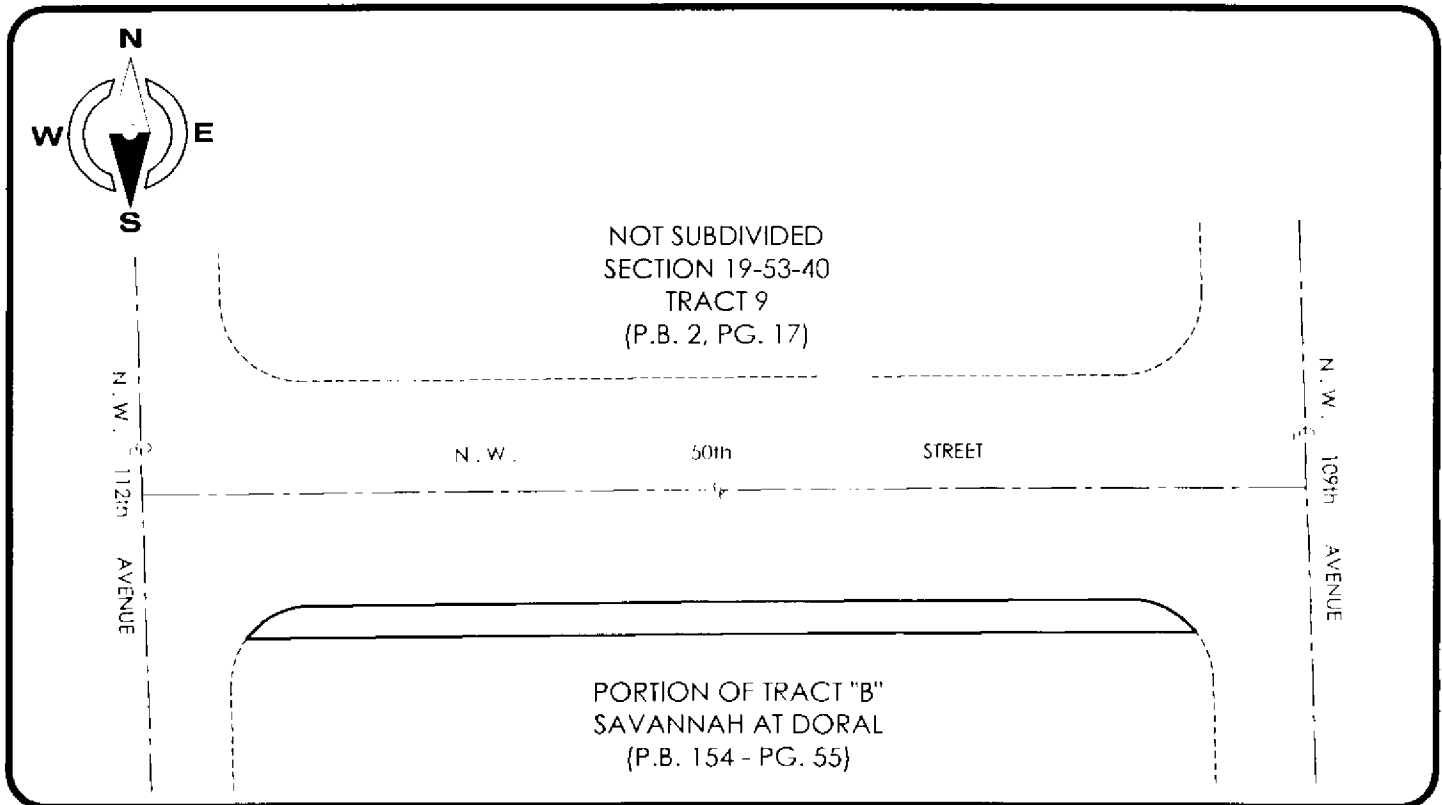
3900 NW 79TH AVENUE, SUITE 601
DORAL, FL. 33166

PHONE: (305) 463-0912 FAX: (305) 513-5680
WWW.LONGITUDESURVEYORS.COM

NOTICE: Not full and complete without all two (2) pages.

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SKETCH AND LEGAL DESCRIPTION 10' WIDE BICYCLE & PEDESTRIAN TRAIL EASEMENT



LOCATION MAP
NOT TO SCALE

SOURCES OF DATA:

The Legal Description of the Subject Parcel was generated from Tract "B", of the Plat thereof, Recorded in Plat Book 154, at Page 55 of the Public Records of Miami-Dade County, Florida.

Bearings as shown hereon are based upon the North line of Tract "B", in Plat Book 154, at Page 55, Miami-Dade County, Florida, with an assumed bearing of N87°34'13"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 item with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information were furnished other than what is cited in the Sources of Data, 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 Monroe 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 that this "Sketch to Accompany Legal Description" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions 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 law, Chapter 472.027 of the Florida Statutes.

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NOTICE: Not full and complete without all two (2) pages.

LONGITUDE SURVEYORS LLC., a Florida Corporation
Florida Certificate of Authorization Number LB7335

By: _____ Date: _____
Eduardo M. Suarez, PSM, for the Firm
Registered Surveyor and Mapper LS6313
State of Florida



3900 NW 79TH AVENUE, SUITE 601
DORAL, FL. 33166

PHONE: (305)463-0912 FAX: (305)513-5680
WWW.LONGITUDESURVEYORS.COM

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.