

GRANT OF EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, between CITY OF DORAL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, whose mailing address is: 8401 NW 53 TER, Doral, FL 33166, hereinafter called GRANTOR, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, hereinafter called GRANTEE:

WITNESSETH

THAT, the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by the GRANTOR, has granted and does hereby grant, to the GRANTEE, its successors and assigns, forever, the right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities and all appurtenances thereto, including but not limited to, fire hydrants, and/or sewage transmission and collection facilities and all appurtenant equipment, which right, privilege and easement shall include the right to remove or demolish, with no obligation to repair or replace same, any obstructions placed on the easement, including pavers, or that may extend up to twenty-five (25) feet vertically above the finished grade over the easement, as may be necessary to carry out any right granted herein. This right, privilege and easement also provides GRANTEE with full and unlimited right of ingress thereto and egress there from on the property of the GRANTOR described as follows, to wit:

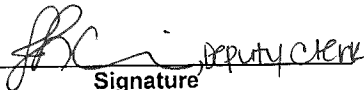
See Exhibit "A" attached hereto and made a part hereof

THE GRANTOR does hereby fully warrant that it has good title to the above-described property and that it has full power and authority to grant this easement.

IN WITNESS WHEREOF, the GRANTOR by its proper officials has hereunto set its hands and seals the year and day first above written.

ATTEST:

CITY OF DORAL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA



Signature
For City Clerk

By: 
Signature
City Manager

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 1st day of September, 2017 by Edward Rojas, as City Manager, and Jennifer Laffita, ^{For} Deputy City Clerk, as City Clerk, of CITY OF DORAL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, on behalf of the corporation. He/She/They is/are personally known to me or have/haven't has/hasn't produced _____ as identification and did/did not take an oath.


NOTARY PUBLIC, SIGNATURE
Karina La Rosa
PRINT NAME



Karina La Rosa
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF219157
Expires 4/9/2019

MY COMMISSION EXPIRES

This instrument prepared by
Utility Development Division
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146

Approved as to form and legal sufficiency
for the sole use of the City of Doral.

D.A. Espino

City Attorney

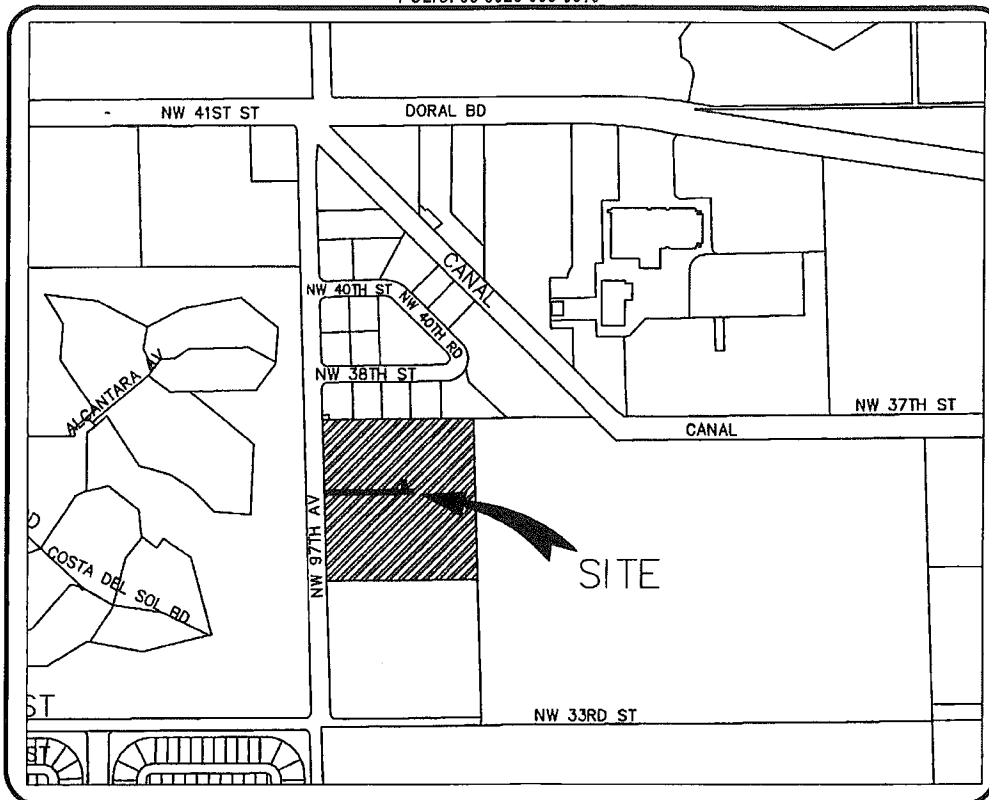
Daniel A. Espino - WSH

Print Name

EXHIBIT "A"

POLICE SUBSTATION FACILITY
 MD-WASD 12.0' FT. WATER EASEMENT.
 SECTION 28, TWP. 53S, RGE. 40E
 MIAMI-DADE COUNTY

WASD ID # 20727
 FOLIO: 35-3028-000-0010

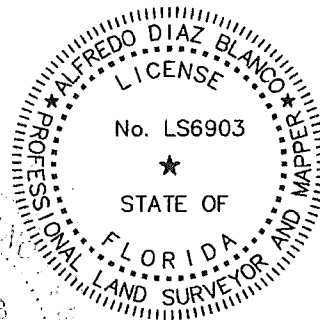


NOT TO SCALE

LOCATION MAP

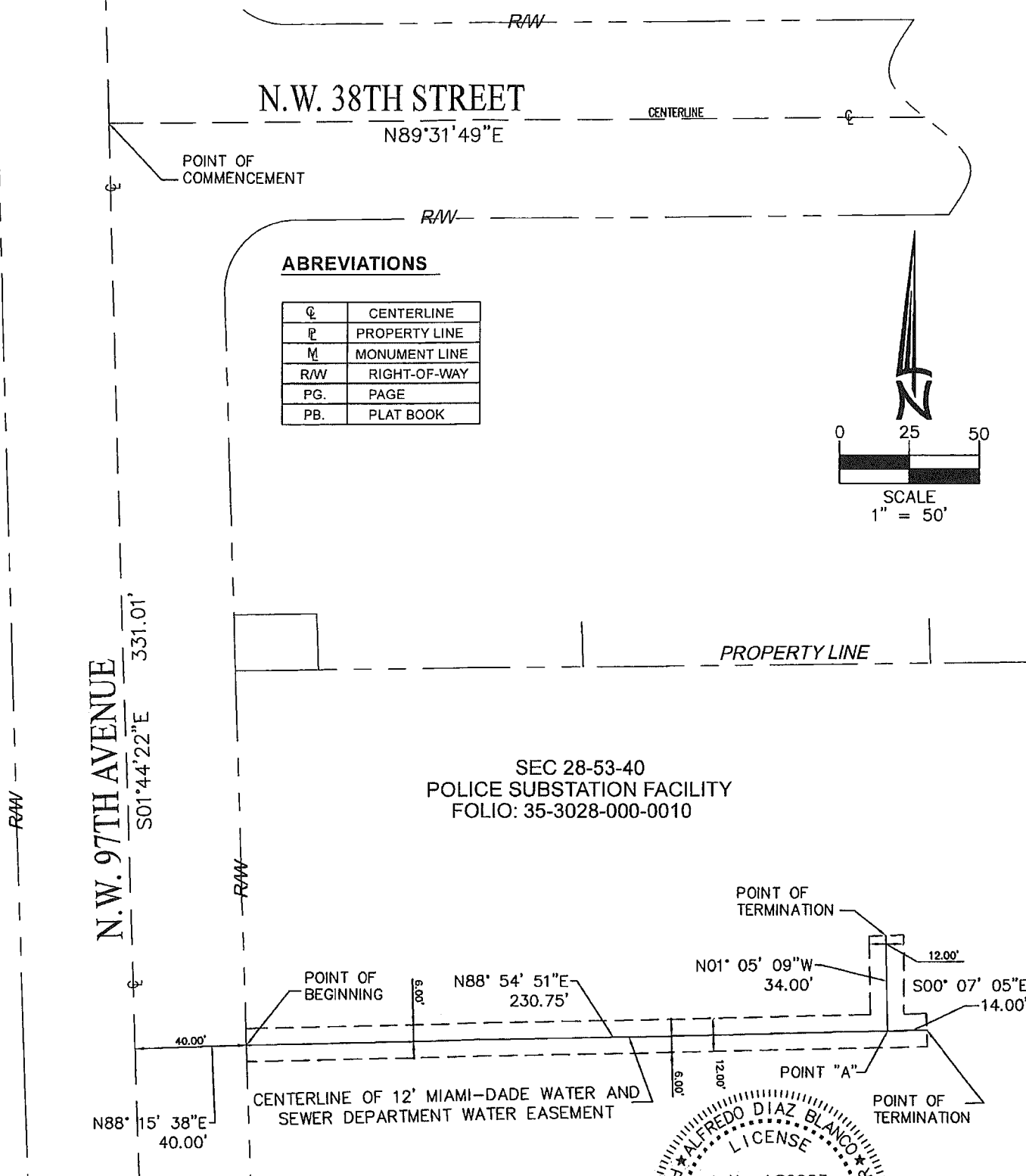
ABBREVIATIONS

Ⓢ	CENTERLINE
Ⓛ	PROPERTY LINE
Ⓜ	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG.	PAGE
PB.	PLAT BOOK



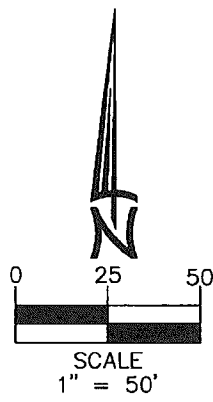
No.	DATE	REVISION	THAROS CORPORATION	POLICE SUBSTATION FACILITY MIAMI-DADE WATER EASEMENT- LOCATION MAP	By: <i>Alfredo Diaz</i> Alfredo Diaz, LS 6903 State of Florida	DRAWN BY: R.D.	SHEET: 1 OF 3 SHEETS
			Land Surveying & Mapping 6490 SW 25 TERR MIAMI, FL 33155 Ph:305 310 3942 Fax:305 668 7958 Email: Info@tharos-us.com. LB 8015			CHECKED BY: A.D.	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



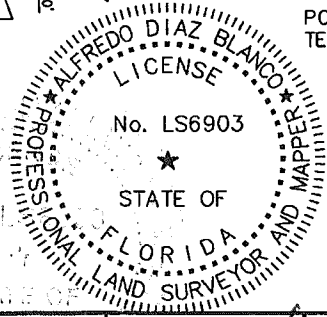
ABBREVIATIONS

☉	CENTERLINE
⌒	PROPERTY LINE
⌒	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG.	PAGE
PB.	PLAT BOOK



NOTES:

- THIS IS NOT A SURVEY
- BEARINGS SHOWN HEREON ARE BASED ON AN ASUMED MERIDIAN ALONG THE CENTERLINE OF NW 97TH AVENUE
- THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY AT POINTS OF BEGINNING, ANGLES POINTS AND POINTS OF TERMINATION SO AS FORM A CONTINUOUS STRIP OF LAND



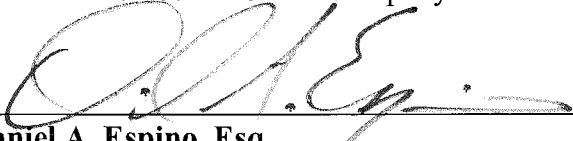
No.	DATE	REVISION	THAROS CORPORATION	POLICE SUBSTATION FACILITY	SEAL	DRAWN BY: R.D.	SHEET:
			Land Surveying & Mapping				12' WIDE MIAMI-DADE WATER EASEMENT
			6490 SW 25 TERR MIAMI, FL 33155			CHECKED BY: A.D.	OF
			Ph: 305 310 3942 Fax: 305 668 7958			DATE: 06-03-2016	3
			Email: info@tharos-us.com. LB 801.5			SCALE: AS-SHOWN	SHEETS
						JOB No: 160504	

AFFIDAVIT OF ATTORNEY

State of Florida
County of Miami-Dade

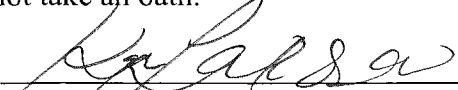
Before me, the undersigned authority, personally appeared **DANIEL A. ESPINO** (“Affiant”), of the Law Firm of **WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.**, a **Florida Professional Limited Liability Company**, who being first duly sworn upon oath, deposes and says that:

- 1. Affiant is an attorney licensed to practice law in the State of Florida and is a member in good standing with the Florida Bar, and is a partner, shareholder, and/or member associate of the Law Firm of **WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.**
- 2. On **August 2, 2016**, Affiant issued an Opinion of Title (“the Opinion”) to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department (“WASD”), a copy of which is attached hereto as **Exhibit “A.”**
- 3. In addition to the Opinion, the Lessee in Possession identified therein provided WASD with a Gap Affidavit, a copy of which is attached hereto as **“Exhibit B”**, stating that there were no changes in the status of title to the property legally described therein (the “Property”), from the period covered in the Opinion through the date of the Gap Affidavit.
- 4. Based on the Opinion, the Gap Affidavit, my review of the property history and title search, and my knowledge based on my discussions with the Lessee in Possession, the Affiant hereby certifies that there are no liens, encumbrances or other exceptions affecting the Property other than those described in the Opinion and Gap Affidavit, and, in the event of a Company Owner, that **EDWARD A. ROJAS as CITY MANAGER of the CITY OF DORAL**, is authorized to execute the Gap Affidavit on behalf of the Company.


 Daniel A. Espino, Esq.
**WEISS SEROTA HELFMAN COLE &
 BIERMAN, P.L.**
 2525 Ponce De Leon Boulevard, 7th Floor
 Coral Gables, FL 33134
 Florida Bar No.: 55763

The foregoing instrument was acknowledged before me this 1st day of **September, 2017**, by **DANIEL A. ESPINO**, who is personally known to me or and has/hasn't produced _____ as identification and did/did not take an oath.

My Commission Expires:


 Notary Public

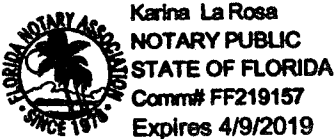


EXHIBIT A

**Opinion of Title
Issued August 2, 2016**

**MIAMI-DADE COUNTY
MIAMI-DADE WATER AND SEWER DEPARTMENT
OPINION OF TITLE**

To: MIAMI DADE COUNTY, a political subdivision of the State of Florida

With the understanding that this opinion of title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for execution of an agreement covering the real property hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I have examined the National Title and Abstract Company Title Search Report for the City of Doral Police Substation Facility (the "Property") and covering the period of time from the beginning to the 15th day of July, 2016, at 11:00 P.M, inclusive, of the following described property:

See Attached Exhibit "A"

A search of the Miami Dade County Official Records and Property Appraiser Records and certain City of Doral Municipal Records concerning the City of Doral Police Substation Facilitated located at 3719 NW 97th Avenue, Doral, FL 33178, and having the following folio number: 35-3028-000-0010.

Basing my opinion on said compete abstract or title policy covering said period, I am of the opinion that on the last mentioned date the fee simple title to the above-described real property was vested in:

Trust of the Internal Improvement Fund of the State of Florida, with leasehold estate vested in the City of Doral, which is in possession, with a term running through December 22, 2058.

Subject to the following encumbrances, liens and other exceptions:

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid or are not applicable.
2. Rights of persons other than the above owners and/or lessee, who are in possession, if any.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics, or materialmen's liens.
5. Zoning and other restrictions imposed by government authority.

SPECIAL EXCEPTIONS:

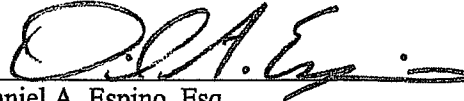
- No special exceptions exists
- Special exceptions (**See Attached Exhibit "B"**)

None of the exceptions listed above will restrict the use of the Property for the purposes set forth in the water and sewer agreement, assignment, warranty deed, covenant and/or unity of title, as applicable.

Opinion of Title
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I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

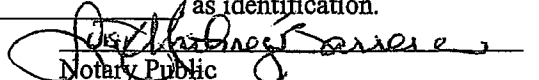
Respectfully submitted this 2nd day of August, 2016.



Daniel A. Espino, Esq.
Weiss Serota Helfman Cole & Bierman, PL
City Attorney, City of Doral
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134
Florida Bar No. 55763

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2nd day of August, 2016, by Daniel A. Espino, who is personally known to me or has produced _____ as identification.


Notary Public
Luis Martinez Barrera
Print Name

My Commission Expires:



Opinion of Title
Page 3

Exhibit "A"
Legal Description

A parcel of land lying in Section 28 Township 53 South, Range 40 East in Miami-Dade County, Florida, more particularly described as follows:

The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the North 50 feet of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS the West 1735.41 feet and LESS the East 55 feet of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, and LESS and EXCEPT the following described portion of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, to wit:

Commence at the Southwest corner of said Section 28, thence run North $01^{\circ}44'54''$ West for 2632.94 feet; thence North $89^{\circ}29'09''$ East for 657.70 feet to the POINT OF BEGINNING: Thence continue NORTH $89^{\circ}29'09''$ East for 48.90 feet; thence run North $01^{\circ}43'54''$ West for 616.61 feet; thence run South $89^{\circ}29'09''$ West fir 48.90 feet; thence run South $01^{\circ}43'54$ East for 616.61 feet to the POINT OF BEGINNING.

Opinion of Title
Page 4

Exhibit "B"
Special Exemptions

1. Amendment Number Two to Lease Number 4602 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the City of Doral, a Florida municipal corporation, dated October 10, 2012, filed November 21, 2012, and recorded in O.R. Book 28367, Page 2934.
2. Agreement for Water and Sanitary Swage Facilities between Miami-Dade County and the City of Doral, dated February 2, 2011, and recorded on February 2, 2011, in O.R. Book 27578, Page 2607. (Re: Leasehold parcel in The South ½ of Section 28)
3. Easement granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, to Miami-Dade County, dated June 21, 2010, filed June 25, 2010, and recorded in O.R. Book 27466, Page 2538.
4. Easement granted by the Board of Trustees of the Internal Improvement Fund of the State of Florida, to Florida Power and Light Company, dated July 30, 2010, filed September 27, 2010, and recorded in 27433, Page 4539.
5. Lease Agreement Lease No. 4602 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the City of Doral, dated December 23, 2008, filed February 11, 2009, and recorded in O.R. Book 26749, Page 47.
6. Lease Agreement Lease No. 4602 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the City of Doral, dated December 23, 2008, filed February 11, 2009, and recorded in O.R. Book 26749, Page 20.
7. Lease Agreement Lease No. 4602 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the City of Doral, dated December 23, 2008, filed February 11, 2009, and recorded in O.R. Book 26748, Page 5000.
8. Easement//Easement No. 31719 granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, to the City of Doral, dated December 9, 2008, filed January 7, 2009, and recorded in O.R. Book 26709, Page 837.
9. Covenant of Construction within Right of Way from Intermedia Communications of Florida, Inc. to Miami-Dade County, dated December 29, 1992, filed January 5, 1993, and recorded in O.R. Book 15770, Page 4230.
10. Covenant Running with the Land in Favor of Miami-Dade County, dated September 20, 1984, and filed by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida on December 12, 1984, in O.R. Book 13251, Page 3100. (Re: Portion of S ½ of NW ¼)
11. Shown for Reference: Miami-Dade County Resolution No. R-967-78, adopting preliminary assessments for the Costall Doral East Street Lighting Improvement Project, recorded on November 20, 1978 in O.R. Book 10220, Page 202.
12. Rights in Easement Deed No. 29 from Central and Southern Florida Food Control District to Dade County, dated September 8, 1959, filed October 2, 1959m and recorded in O.R. Book 1670, Page 129. (Re: North 100 feet of SE ¼ of NW ¼ + Parcel in SW ¼ of NW ¼ Section 28)
13. Right of Way Easement Deed No. 2226 from the Trustees of the Internal Improvement Fund of the State of Florida, to Central and Southern Florida Flood Control District, dated August 17, 1959, filed September 2, 1959, and recorded in O.R. Book 1614, Page 298. (Re: North 100 feet of SE ¼ of NW ¼ + Parcel in SW ¼ of NW ¼ Section 28)

EXHIBIT B

Gap Affidavit

GAP AFFIDAVIT – FOR CORPORATE OWNER(S)

State of Florida
County of Miami-Dade

Before me, the undersigned authority, personally appeared **EDWARD A. ROJAS**, (hereinafter, the “Affiant”) who being first duly sworn upon oath, deposes and says that:

1. Affiant is the **CITY MANAGER of the CITY OF DORAL, a Florida Municipal Corporation**, hereinafter the “Owner,” with the following address: **Government Center, 8401 NW 53rd Terrace, Doral, FL 33166.**
2. The Owner is the Lessee in Possession of the following legally described property (hereinafter, the “Property”):

A parcel of land lying in Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 28; thence along the West line of said Section 28, North $01^{\circ}18'59''$ West, 616.61 feet to the Westerly projection of the South line of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000; thence continue North $01^{\circ}18'59''$ West along the West line of said Section 28, 466.69 feet to the Westerly projection of the North line of the lands described in said Lease Number 4276 and call this the POINT OF BEGINNING; thence continue North $01^{\circ}18'59''$ West along the West line of said Section 28, 239.64 feet to the South line of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 28; thence North $89^{\circ}57'12''$ East along the South line of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 28, 704.53 feet to the Northwest corner of the lands described as Southcom Parcel 3 in Amendment Number 1 to Lease 4489 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services dated January 8, 2007, thence South $01^{\circ}29'09''$ East, along the West boundary of the lands described in said Amendment Number 1 to Lease Number 4489, 705.76 feet to the Northeast corner of Dade Madison 1, “Tract A” as recorded in Plat Book 153 at Page 47 of the Public Records of Miami-Dade County, Florida, thence South $89^{\circ}54'24''$ West along the North line of said Dade Madison 1, “Tract A”, a distance of 199.91 feet to the Southeast corner of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000, thence North $01^{\circ}18'59''$ West along the East line of the lands described in said Lease Number 4276, 466.69 to the Northeast corner of the lands described in said Lease Number 4276; thence South

89°54'24" West along the North line of the lands described in said Lease Number 4276, 506.69 feet to the POINT OF THE BEGINNING;

Less and except the Westerly 40.00 feet for the zoned right-of-way of 97th Avenue.

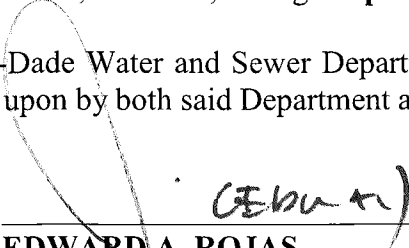
TOGETHER WITH,

A portion of land lying in the South half of the Northwest ¼ of Section 28, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest ¼ of said Section 28, thence along the west line of said Section 28, North 01°18'59" West, a distance of 616.61 feet to the POINT OF BEGINNING; thence continue along said West line North 01°18'59" West, a distance of 466.69 feet; thence North 89°54'24" East, a distance of 506.69 feet; thence South 01°18'59" East, a distance of 466.69 feet; thence South 89°54'24" West, a distance of 506.69 feet to the POINT OF BEGINNING.

Less the westerly 40.00 feet for zoned right-of-way for 97th Avenue.

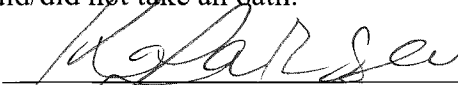
- 3. Affiant has no knowledge or belief that there have been any changes in the status of title to the Property from **July 15, 2016 at 11:00 P.M.**, inclusive, through **September 1, 2017**.
- 4. This Affidavit is provided to the Miami-Dade Water and Sewer Department and to Miami-Dade County, Florida, and may be relied upon by both said Department and said County.



EDWARD A. ROJAS
 Affiant's Signature

The foregoing instrument was acknowledged before me this 1st day of September, 2016, by **EDWARD A. ROJAS**, who is personally known to me or and has/hasn't produced _____ as identification and did/did not take an oath.

My Commission Expires:



 Notary Public

