

Prepared by and after recording return to:

Tracy R. Slavens  
Holland & Knight LLP  
701 Brickell Avenue, Suite 3000  
Miami, Florida 33131

### EASEMENT

**THIS EASEMENT AGREEMENT** (the "**Easement**") for the use by the general public of a bike and pedestrian pathway and related facilities is made this \_\_\_ day of March, 2014 by **M&M Doral Investments, LLC**, a Florida limited liability company (the "**Grantor**") whose address is 2665 S. Bayshore Drive, Suite #1020 Coconut Grove, Florida 33133 to and in favor of **City of Doral**, a Florida Municipal Corporation (the "**Grantee**") whose address is 8401 NW 53 Terrace, Doral, Florida 33166 for the uses and purposes stated in this Easement.

### 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 use by the general public of a bike and pedestrian pathway and related facilities over, under, across and upon the Easement Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor does hereby declare, convey, covenant and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct, and shall constitute and be construed as an integral part of this Easement Agreement and not merely as recitals hereto.

2. **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 use by the general public of a bike and pedestrian pathway, as identified on Exhibit B.

3. **Use of Easement.**

(a) Grantee shall have the right to all things reasonable necessary for the purposes set forth in Section 1 above. Grantee's uses that exceed the use by the general public of a bike and pedestrian pathway shall be subject to Grantor approval in its sole discretion.

(b) Grantor agrees to keep the Easement Property clean and in good repair and shall provide such maintenance of the grass and other landscaping as is routinely provided in the public parks in the City of Doral.

4. **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.

5. **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 the Grantee by written instrument recorded in the Public Records of Miami-Dade County. The effective date of this Easement shall be the date on which this Easement is fully executed ("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.

6. **Covenants of Grantor.** Grantor hereby warrants and covenants the following:

(a) 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.

(b) Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

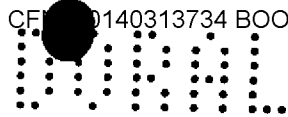
7. **Remedies for Breach.** Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights obligations created herein by all remedies provided under the laws of the State of Florida, including without limitation, the right to sue for damages for breach or for injunction 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.

8. **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 gross negligence or willful misconduct.

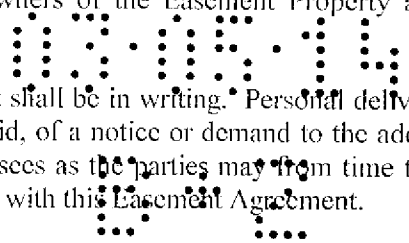
9. **Third Party Beneficiaries.** This Easement is solely for the benefit of the Grantor and the Grantee and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement. Nothing in this Easement, either expressed or implied, 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.

10. **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 interpretations of any provision hereof, this Easement will not be interpreted or construed against any party.

11. **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.



12. **NOTICES.** All notices regarding this Easement shall be in writing. Personal delivery, or mailing by certified or registered mail with proper postage prepaid, of a notice or demand to the addresses and addressees listed below or to such other addresses or addressees as the parties may from time to time designate in writing, shall constitute a proper notice in accordance with this Easement Agreement.

Grantor:  
  
M&M Doral Investments, LLC  
C/O Terra Development Group  
2665 S. Bayshore Drive, Suite 1020  
Miami, FL 33133  
Tel: 305-777-3050  
Fax: 305-777-3043  
Attention: David Martin

13. **Partial Invalidity.** The provisions of this Easement are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Easement Agreement.

14. **Headings.** The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Easement or any provision hereof.

15. **Merger.** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement.

16. **Statute of Fraud.** No modification or change of this Easement Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

17. **Assignment.** This Easement Agreement shall be binding upon, and inure to the benefit of the successors and assigns of the parties hereto.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of this 4 day of March, 2014.

Signed, Sealed, and Delivered  
in our Presence:

[Signature]  
Witness Signature

Jorge Fuentes  
Printed/Typed Name of Witness

[Signature]  
Witness Signature

Alvin Miller  
Printed/Typed Name of Witness

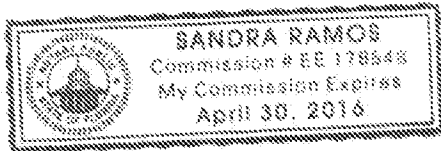
M&M Doral Investments, LLC  
a Florida limited liability company

By: [Signature]  
Name: Pedro A. Martin  
Title: Manager

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of March, 2014, by Pedro A. Martin, a Manager of M&M Doral Investments, LLC, a Florida limited liability company. He is personally known to me.



[Signature]  
(Notary Public Signature)

Sandra Ramos  
(Please Print Or Type Name Of Notary)

MY COMMISSION EXPIRES  
4/30/2016

Acknowledged and Accepted this \_\_\_\_ day of \_\_\_\_\_, 2014

CITY OF DORAL

CITY OF DORAL

By: [Signature]  
Name: JOE CAROLLO  
Title: CITY MANAGER

CITY OF DORAL

ATTEST:  
[Signature]  
Barbara Heuer, CITY CLERK

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

[Signature]  
Gil Pastor, CITY ATTORNEY

DRAWN

Exhibit "A"

03.05.14

**LEGAL DESCRIPTION TO ACCOMPANY SKETCH**  
**BIKE PATH EASEMENT**

A PORTION OF TRACT "A" AND "B", VINTAGE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 76 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING A STRIP OF LAND 16.00 FEET IN WIDTH, LYING 8.00 FEET ON EACH SIDE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE RUN SOUTH 89 DEGREES 39 MINUTES 39 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT "B", FOR A DISTANCE OF 53.45 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 02 DEGREES 00 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 287.75 FEET TO A POINT TO BE HEREINAFTER KWON AS POINT "A" AND THE POINT OF TERMINATION (SAID POINT BEING 52.04 FEET WESTERLY OF THE S.E. CORNER OF SAID TRACT "B")

TOGETHER WITH

COMMENCEMENT AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 01 DEGREES 08 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 85.26 FEET TO THE POINT OF BEGINNING "A" OF THE FOLLOWING DESCRIBED CENTERLINE (SAID POINT BEING 52.90 FEET WESTERLY OF THE N.E. CORNER OF SAID TRACT "A"); THENCE SOUTH 01 DEGREES 21 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 286.82 FEET TO THE POINT OF TERMINATION "A" (SAID POINT BEING 54.72 FEET WESTERLY OF THE S.E. CORNER OF SAID TRACT "A").

SIDELINES OF ALL EASEMENT ARE TO BE LENGTHENED OR SHORTENED SO AS TO FORM A CONTINUOUS 16 FOOT WIDE STRIP OF LAND.

SIDELINES AT THE POINT OF BEGINNING ARE TO BE LENGTHENED OR SHORTENED SO AS TO INTERSECT THE NORTH LINE OF SAID TRACT "B".

SIDELINES AT THE POINT OF TERMINATION ARE TO BE LENGTHENED OR SHORTENED SO AS TO INTERSECT THE SOUTH LINE OF SAID TRACT "B".

SIDELINES AT THE POINT OF BEGINNING "A" ARE TO BE LENGTHENED OR SHORTENED SO AS TO INTERSECT THE NORTH LINE OF SAID TRACT "A".

SIDELINES AT THE POINT OF TERMINATION "A" ARE TO BE LENGTHENED OR SHORTENED SO AS TO INTERSECT THE SOUTH LINE OF SAID TRACT "A".

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 40 MINUTES 13 SECONDS WEST ALONG THE CENTER LINE OF RIVIERA BOULEVARD, AS SHOWN ON THE HEREIN REFERENCED PLAT OF "MIRAMAR FIFTH ADDITION".
- 2) PREPARED FOR: TERRAGROUP
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.

SHEET 3 OF 3 SHEETS

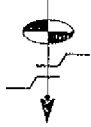
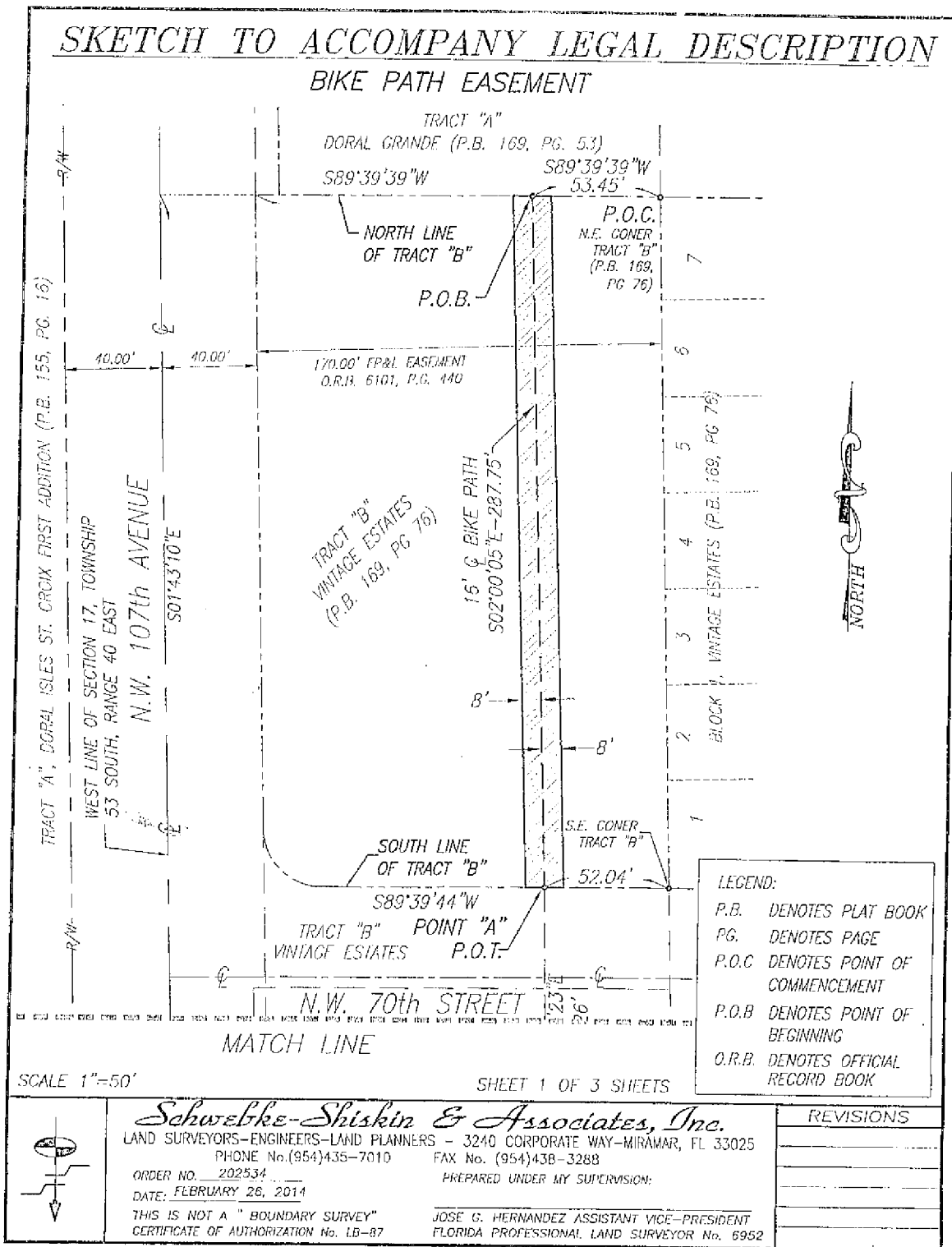
	<b>Schwebke-Shiskin &amp; Associates, Inc.</b> LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954) 435-7010 FAX No. (954) 438-3288	REVISIONS <hr/> <hr/> <hr/> <hr/>
	ORDER No. 202534 DATE, FEBRUARY 26, 2014 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PREPARED UNDER MY SUPERVISION:  JOSE G. HERNANDEZ ASSISTANT VICE-PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 6952

Exhibit "B"



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