

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: 35-3018-025-1860

GRANT OF EASEMENT FOR PUBLIC BUS SHELTER & RELATED FACILITIES
Parcel No. 1033

This Grant of Easement (the "Easement") for the construction, placement, maintenance, and use by the general public of a bus shelter and related facilities is made this 31st day of January, 2014 by **DORAL ISLES COMMUNITY ASSOCIATION, INC.**, a Florida Non Profit Corporation (hereinafter the "Grantor") whose address is 6450 NW 110 Avenue, Doral FL 33178 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

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 public bus shelter and related facilities; and

WHEREAS, Grantor desires to obtain from the Grantee, 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 public bus shelter purposes, 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 bus shelter 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 bus shelter 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.

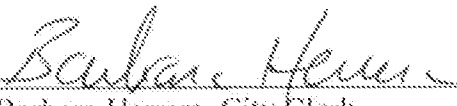
12. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, as the case may be, and their respective heirs, successors and/or assigns, including without limitation, all subsequent owners of the Easement Parcel and all persons claiming by, through and under them.

[SIGNATURES ON FOLLOWING PAGES]

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

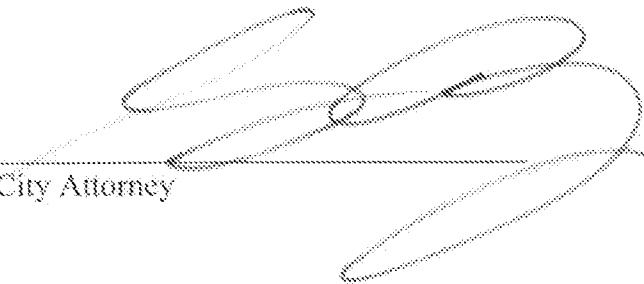
By: 
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION FOR PARCEL 1033


A PORTION OF TRACT "A" OF DORAL ISLES MARTINIQUE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 156, PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTER LINES OF NW 72ND STREET AND NW 114TH AVENUE SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, AND SAID POINT BEARS S 80°29'59" E FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF NW 114TH AVENUE AND ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,000 FEET AND A CENTRAL ANGLE OF 02°42'00" FOR A DISTANCE OF 94.25 FEET TO A POINT ON SAID CURVE; THENCE S 83°12'00" E ALONG A LINE RADIAL TO THE FOLLOWING DESCRIBED CURVE FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "A", SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED PARCEL; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,040 FEET AND A CENTRAL ANGLE OF 0°24'24" FOR A DISTANCE OF 14.49 FEET; THENCE S 83°01'09" E FOR A DISTANCE OF 0.81 FEET TO A POINT ON A CURVE CONCENTRIC WITH AND 0.81 FEET EASTERLY OF THE WEST LINE OF SAID TRACT "A" AND SAID POINT BEARS S 83°36'24" E FROM CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,040.81 FEET AND A CENTRAL ANGLE OF 0°24'24" FOR A DISTANCE OF 14.49 FEET; THENCE N 83°06'25" W FOR A DISTANCE OF 0.81 FEET TO THE POINT OF BEGINNING

CONTAINING 11.74 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

- THIS IS NOT A SURVEY
- REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE.
- THE BEARINGS SHOWN HEREON ARE REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83). A BEARING OF N 80°29'59" W WAS ESTABLISHED ALONG NW 72nd STREET.
- ADDITIONS AND/OR DELETIONS TO SURVEY MAPS, SKETCHES OR REPORTS BY ANY PARTY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.
- THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
- DATE PREPARED: APRIL 23rd, 2013.
- PREPARED FOR GANNETT FLEMING INC.


 MANUEL G. VERA JR. 5-13-2013
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 5291
 LICENSED BUSINESS: LB-2439
 13960 SW 47th STREET
 MIAMI, FL 33175

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION - PARCEL 1033

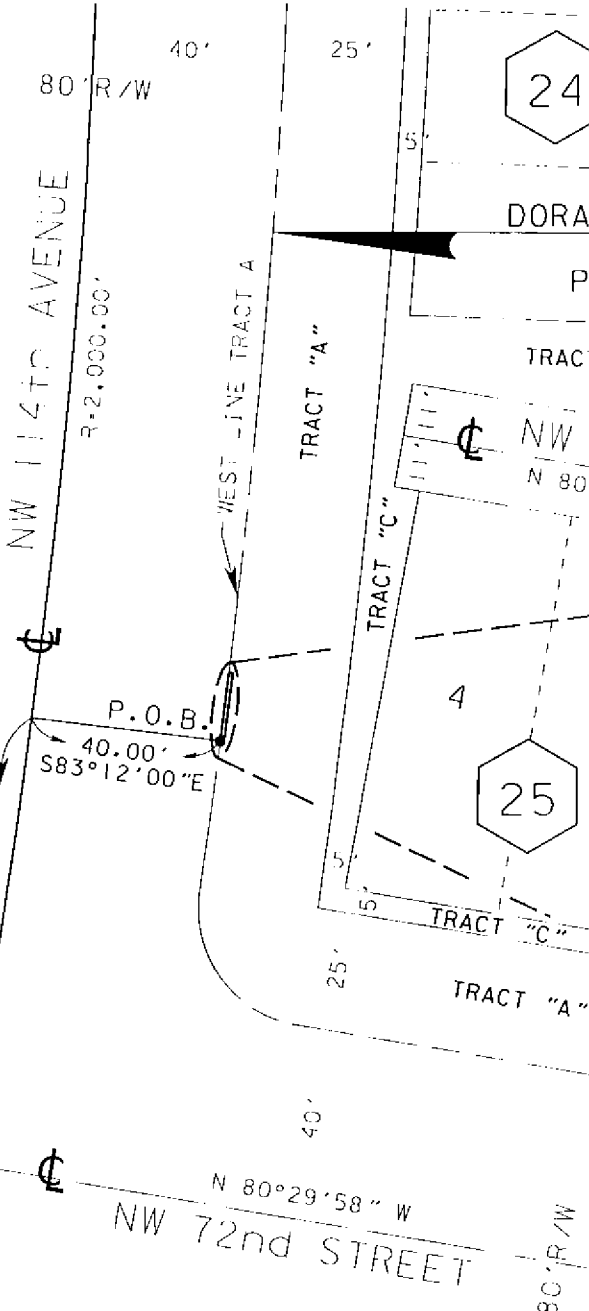
DORAL BUS BENCHES

MIAMI-DADE COUNTY

	BY	DATE	PREPARED BY	DATA SOURCE
	C.E.A.	04/23/13	M. G. VERA & ASSOC., INC.	SEE GENERAL NOTES
DRAWN	M.G.V.	04/23/13	GANNETT FLEMING	
CHECKED				SHEET 1 OF 2

SEC. 18, TWP. 53S, RGE. 40E

NW 114th AVENUE



DORAL ISLES MARTINIQUE

P.B. 156, PG. 73

TRACT "C"

NW 72nd TERRACE

4

3

25

TRACT "C"

TRACT "A"

DETAIL NOT TO SCALE

S 80°29'59"E RADIAL
P.O.C.
N 80°29'58" W
NW 72nd STREET
80' R/W

R=2,000.00'
Δ=0°42'00"
L=94.25'

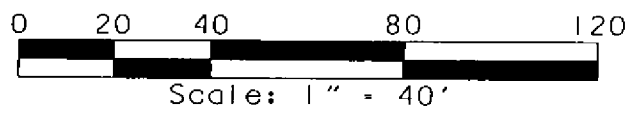
P.O.B.
40.00'
S 83°12'00"E

S 83°01'09" E
S 83°36'24" E 0.81'
RADIAL
R=2,040.00'
Δ=0°24'24"
L=14.49'
P.O.B. 1033
R=2,040.81'
Δ=0°24'24"
L=14.49'
S 83°12'00" E
RADIAL
0.81'
N 83°06'25" W

LEGEND:

- (C) - CALCULATED
- (D) - DEED
- CL - CENTER LINE
- SIC. - SECTION
- TWP. - TOWNSHIP
- RGE. - RANGE
- EXIST. - EXISTING
- L - LENGTH
- Δ - DELTA
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCE
- R - RADIUS
- R/W - RIGHT-OF-WAY
- P.B. - PLAT BOOK
- O.R.B. - OFFICIAL RECORD BOOK
- PG. - PAGE
- SF. - SQUARE FEET
- ⬡ - BLOCK NUMBER

THIS IS NOT A SURVEY



SKETCH TO ACCOMPANY LEGAL DESCRIPTION - PARCEL 1033

DORAL BUS BENCHES

MIAMI-DADE COUNTY

BY	DATE	PREPARED BY:	DATA SOURCE:
J.P.	04/23/13	M. G. VLRA & ASSOC., INC.	SFE GENERAL NOTES SHEET 1 OF 2
DRAWN		GANNETT FLEMING	
CHECKED	M.G.V.		
REVISION	BY	DATE	