

This Instrument Was Prepared By and Return to:
Jorge Gomez, Public Works Director
City of Doral Public Works Department
8401 NW 53rd Terrace
Doral, Florida 33166

Folio: 35-3028-004-0010

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 20 day of May, 2019 by **FEDERAL RESERVE BANK OF ATLANTA**, a federally chartered corporation (hereinafter the “**Grantor**”) whose address is 9100 NW 36 Street, 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 “**Grantor 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 a 25-foot wide strip of land located on the southern boundary of the Grantor Property, and being more particularly described on Exhibit B attached hereto and incorporated herein (hereinafter 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 and Grantee mutually covenant and agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein and made a part hereof by this reference.

1. Grant of Easement. Grantor does hereby grant and convey to Grantee a non-exclusive Easement over, under, across and upon the Easement Property solely for the construction, placement, maintenance and use by the general public of a bike and pedestrian pathway and related facilities, solely for bicycle and pedestrian use, and specifically excluding all motorized vehicles. The rights and easements herein granted are subject and subordinate to any right, title or interest of any third party in or with respect to the Easement Property, and any and all matters of record affecting title to the Easement Property, and any matters that would be shown by a current accurate survey or inspection of the Easement Property, including, without limitation, all matters shown on that certain plat, recorded in Plat Book 108, page 50 of the Public Records of Miami-Dade County, Florida, including, without limitation, the Canal Maintenance Easement shown thereon, within which the Easement Property is located (collectively, the “**Superior Title Matters**”).

2. Use of Easement.

(a) Grantee shall have the right to do all things reasonably necessary on the Easement Property solely for the purposes set forth in Section 1, except to the extent that such uses are inconsistent with or violate or limit in any way the rights of the holders of any of the Superior Title Matters, and subject in all respects to the Superior Title Matters.

(b) Grantee agrees at its sole cost and expense to keep the Easement Property clean, safe and in good repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules and regulations applicable to the Easement Property, 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) Grantee shall install in accordance with all applicable laws, ordinances, rules and regulations, (i) a six (6) foot fence along the length of the Easement Property so as to block access to the adjacent properties, the design and construction of which shall be subject to the reasonable approval of Grantor, and which shall include two (2) ten feet (10') wide gates to accommodate vehicles used by utilities serving the Grantor Property from time to time and which may be accessed by said vehicles in the performance of installation, removal, maintenance and repair work on the utility lines located therein from time to time; (ii) a fence along the length of the southern boundary of the Easement Property approximately twenty five feet (25') from the fence existing as of the Effective Date, of a design and appearance similar to the existing fence; (iii) gates on the east and west ends of the Easement Property, which may be secured by Grantor in its discretion in the event of any threat to Grantor or the Grantor Property, and which will include a permanent frame of design, size, appearance and sturdiness similar to the frame existing as of the Effective Date, in or on which Grantor may install access control devices (such as card readers, magnetic locks or other devices) for use by Grantor and its contractors or other invitees. Grantee shall maintain the fences in good repair, ordinary wear and tear excepted in accordance with all applicable laws, ordinances, rules and regulations. The fences, gates and structures described in this Section 2(c) shall be constructed substantially in accordance with plans dated January 23, 2019, last revised February 5, 2019, prepared by ADA Engineers, and bearing the seal of Carlos E. Ortega, Florida Registered Professional Engineer No. 83211, entitled “City of Doral Canal Bank Restoration Program Fiscal Year 5B,” Sheets 14-17, 45 and 45A of 52.

3. No Representations of Warranties by Grantor. Notwithstanding anything contained herein to the contrary, it is understood and agreed that neither Grantor nor any agent, employee, officer, director, attorney, broker, contractor or representative of Grantor have made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, statutory, oral or written, past, present or future, with respect to the Easement Property, including, but not limited to, warranties, representations or guaranties as to any of the following matters, whether patent or latent: (a) matters of title, including, without limitation, whether Grantor is the owner of the Easement Property or the existence of any lien or encumbrance on such title, (b) the existence or location of any improvements on the Easement Property, or the whether any such improvements or the operation thereof might impede or interfere with the uses permitted hereunder.

4. Term. Subject to the termination rights set forth in Section 13 below, 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. Attorney's Fees. In the event of any dispute between the parties hereto with respect to this Agreement, the prevailing party in any litigation arising therefrom shall be entitled to receive from the losing party its reasonable attorney's fees incurred in connection therewith. In connection with the application or interpretation of any provision of this Agreement, each party hereto hereby waives the application of the rule of construction whereby an agreement is to be construed against the party drafting same.

6. Remedies for Breach. Grantor shall have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the applicable federal law and the laws of the State of Florida, including without limitation, the right to sue for damages for breach or for injunction or specific performance. Grantee's sole remedy hereunder shall be to enforce the terms of this Easement and the rights and obligations created herein by a suit for specific performance. Grantee hereby waives the right to seek damages against Grantor.

7. Indemnification. Subject to the limitations set forth in Section 768.28, Florida Statutes, Grantee hereby indemnifies and agrees to indemnify, defend and hold Grantor, and its officers, directors, agents, employees, attorneys, representatives, contractors, tenants, invitees and licensees (collectively, the "**Indemnified Parties**"), harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees), and including specifically, without limitation, injuries to persons or damage to property ("**Losses**"), which may be incurred by or asserted against any of the Indemnified Parties arising out of or caused in whole or in part by any activity of Grantee, any of its invitees (including members of the public), contractors, subcontractors, engineers, architects, agents, employees or representatives on or about the Easement Property, the property of Grantor, or the exercise by any of them of the rights, privileges and licenses hereunder, excluding only any Losses arising solely by reason of the

gross negligence or willful misconduct of the Indemnified Party making a claim for indemnification under this Section.

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 inuring 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. The rights, privileges and easements contained herein may not be assigned by Grantee in whole or in part, without the prior written consent of Grantor in each instance, which may be given or withheld in Grantor's sole and absolute discretion, and any attempted assignment without such written consent shall be void. Nothing contained in this Agreement shall be deemed or construed to constitute a dedication of the Easement Property, or any portion thereof, for any use, or to create or be construed to create any rights in and/or benefits of the general public in or to the Easement Property or any other property of Grantor.

11. Amendment. This Agreement may not be amended except by an instrument in writing duly executed by the party to be bound thereby.

12. Reservation of Rights. Grantor reserves the right to make any use of the Easement Property which may not be inconsistent with the rights herein conveyed or materially interfere with the use of the Easement Property for the purposes herein named. Specifically, but without limitation of the foregoing, Grantor reserves for the benefit of Grantor and gas, electric, water, telephone and other utilities and internet service providers and related or similar services the right of pedestrian and vehicular access for the purpose of installing, removing, maintaining and repairing in the Easement Property utility lines serving the Grantor Property from time to time.

13. Termination. Grantor may, by written notice to Grantee, terminate this Agreement and all rights, privileges and easements of Grantee hereunder, at any time on or after (a) the date of any breach or default by Grantee of any of the other terms and provisions hereof, and the expiration of ten (10) days after receipt by Grantee of written notice from Grantor without such breach or default having been cured to the reasonable satisfaction of Grantor; or (b) the date of assignment by

Grantee of any rights hereunder without the prior written consent of Grantor, in its sole and absolute discretion; or (c) the closing of the bike or pedestrian path by Grantee for any period in excess of thirty (30) consecutive days; or (d) the termination, expiration or revocation of any license, permit or other approval required from any governmental authority for the operation of Easement Property as a bike and pedestrian path. In addition, either Grantor or Grantee may, each in their sole discretion, by written notice to the other party, terminate this Agreement and all rights, obligations, privileges and easements hereunder, effective as of each fifth (5th) anniversary of the Effective Date, if either Grantor or Grantee determine, each in their sole discretion, that the rights and easements granted herein are no longer necessary, desirable or appropriate, or are incompatible with the use by Grantor of the Grantor Property.

14. Restoration. Upon the expiration or earlier termination of this Agreement, Grantee shall remove all alterations, paving, signage and other improvements made by Grantee and restore the Easement Property to its condition as of the Effective Date, and vacate and surrender the Easement Property to Grantor in good condition and repair, and in a condition in compliance with all applicable laws, ordinances, rules and regulations and all Superior Title Matters.

15. Release. Grantee agrees that it will execute and record at its expense a termination of this Agreement, or a quitclaim deed releasing terminating this Agreement as an encumbrance upon the Easement Property (a "Release") within thirty (30) days after expiration or termination of this Agreement. If Grantee fails to execute and record the Release within thirty (30) days after expiration or termination of this Agreement and receipt of written demand from Grantor Grantee shall be responsible for reimbursing Grantor its reasonable costs including attorney's fees necessary for preparing and recording the Release.

16. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the intended addressee, or by nationally-recognized overnight courier. Notice so mailed shall be effective only upon actual receipt by the addressee. Notice given in any other matter shall be ineffective for any purpose. For purposes of notice, the addresses of the parties shall be the addresses set forth below or such other address in the continental United States as may be specified by such party in written notice to the other parties given in the manner hereinabove set forth.

The address of Grantor is:

Federal Reserve Bank of Atlanta
1000 Peachtree St. N.E.
Atlanta, Georgia 30309
Attention: General Counsel

With a copy to:

Federal Reserve Bank of Atlanta
9100 NW 36th Street
Doral, FL 33125

Attention: Beverly Ferrell

and the address of Grantee is:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

[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.

Signed, sealed and delivered in the presence of:

GRANTOR:

FEDERAL RESERVE BANK OF ATLANTA, a federally chartered corporation

[Signature]
Witness

[Signature]
By: Beverly Ferrell
Address: 9100 NW 36th Street
Doral, Florida 33178

[Signature]
Witness

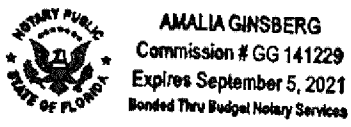
STATE OF FLORIDA)
) :SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20 day of May 2019, by BEVERLY FERRELL, on behalf of Grantor, who took an oath, and who is:

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

[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 23 day of May 2019:

CITY OF DORAL

By: 
ALBERT CHILDRESS, CITY MANAGER

ATTEST:


CONNIE DIAZ, CITY CLERK

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


LUIS FIGUEREDO, CITY ATTORNEY

EXHIBIT A

Tract 'A,' Federal Reserve Miami, according to the plat thereof as recorded in Plat Book 108, page 50 of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

A 25 - foot wide strip of land located immediately adjacent to the northern boundary of that certain 25-foot Canal Maintenance Easement, which Canal Maintenance Easement is located along and adjacent to the entire southern boundary of property of Tract A, Federal Reserve Bank of Atlanta, as shown on that certain plat recorded in Plat Book 108, page 50 of the Public Records of Miami-Dade County, Florida.