

This Instrument Was Prepared By and Return to:

*Jorge Gomez, Public Works*  
**City of Doral Public Works Department**  
8401 NW 53rd Terrace  
Doral, Florida 33166

Folio: 35-3027-050-0020

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## EASEMENT

**This Pedestrian Access Easement** (the "**Easement**") for the construction, placement, maintenance and use by the general public of a bike and pedestrian pathway is made this 21st day of November, 2018 by **LFH 8600, LLC**, a Florida limited liability company, (hereinafter the "**Grantor**") whose address is 8600 NW 41 Street, Doral, Florida, 33166 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 "**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 and pedestrian pathway and related facilities over, across and upon the portion of the Property described and depicted on Exhibit B (the "**Easement Area**").

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:

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, across, under and upon the Easement Area for the construction, placement, maintenance and use by the general public of a bike and pedestrian pathway.

2. Use of Easement.

(a) Grantee shall have the right to do all things reasonably necessary for the purposes set forth in Section 1, except to the extent that (i) such uses are inconsistent with the existing 25-foot canal maintenance easement granted to Miami-Dade County in the Royal Palm Executive Plat recorded in Plat Book 150, Page 23, of the Public Records of Miami-Dade County, Florida or (ii) such uses interfere with the use of the Property by the Grantor and Grantor's tenants, and/or either of their patrons, invitees or employees. Grantee's uses that exceed the construction, placement, maintenance and use by the general public of a bike and pedestrian pathway and related facilities or which are otherwise not permitted by the immediately preceding sentence shall be subject to Grantor approval in its sole and absolute discretion.

(b) Grantee agrees to keep the Easement Area clean and in good repair, ordinary wear and tear excepted, 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 a six (6) foot fence all along the length of the Easement Property so as to block access to the adjacent properties. Grantee shall maintain the fence in good repair, ordinary wear and tear excepted.

(d) Grantee shall plant along the north side of the Fence, a Podocarpus hedge with the following plant specification: 1) three (3) gallon containers; 2) with spacing of no more than eighteen (18) inches on center between plantings (the "**Hedge**"). Grantee will cover expense up to \$2,520 of the installation of Hedge. Grantor shall maintain the Hedge in good repair and shall maintain all surrounding landscaping in a trimmed manicured condition. All maintenance obligations under this paragraph (d) shall be performed by Grantor at Grantor's sole cost and expense. Grantee will use best efforts to install the hedge within one hundred eighty (180) calendar days of the executed Easement agreement date.

3. Title. Grantor does hereby warrant 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 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). 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 Area is subject to and burdened by an existing maintenance easement between the Grantor and Miami-Dade County, Florida and that the existing maintenance easement was not granted on an exclusive basis and does not prohibit the execution of this instrument encumbrance is not in conflict with this easement.

(b) 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 caused by Grantee, its agents, employees, guests or invitees (collectively, "**Grantee Parties**") which may arise from the Grantee Parties' use of the Easement Area, except to the extent arising from Grantor's gross 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 entity 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.

11. Joinder of Mortgage. City National Bank of Florida has executed the Joinder attached to this Easement to consent to the execution of this Easement by the parties hereto and to subordinate the lien of its mortgage encumbering the Property to this Easement.

**[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:

Beatriz Portela  
Witness

GRANTOR: LFH 8600, LLC.  
Michael Shealy  
By: Michael Shealy as its Manager  
Address: 8600 NW 41<sup>st</sup> Street  
Doral, Florida, 33166

Cristina Cruz  
Witness

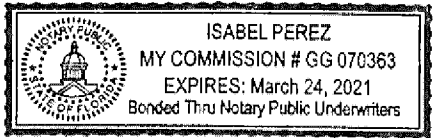
STATE OF FLORIDA )  
 ) :SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November 2018, by \_\_\_\_\_, on behalf of Grantor, who took an oath, and who is:

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

Isabel Perez  
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 21 day of Nov, 2018:

CITY OF DORAL

By: (Signature)  
EDWARD ROJAS, CITY MANAGER

ATTEST:

(Signature)  
CONNIE DIAZ, CITY CLERK

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

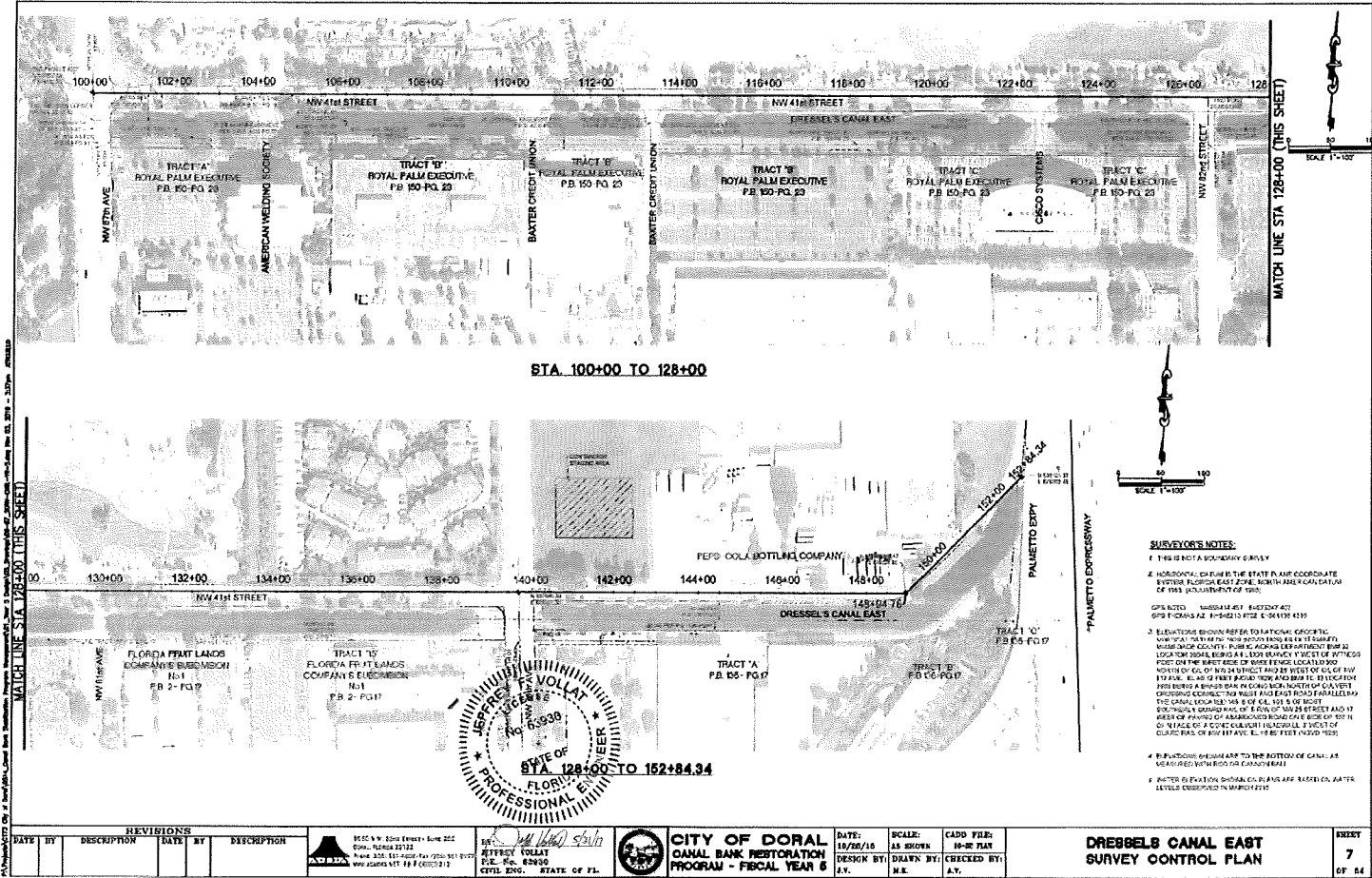
(Signature)  
LUIS FIGUEROA, ESQ.  
CITY ATTORNEY



Exhibit B

Description of Easement Area

[ATTACH SURVEY]





The undersigned, **City National Bank of Florida**, as mortgagee under that certain mortgage described as Mortgage, Assignment of Rents and Security Agreement ("**Mortgage**"), dated June 28, 2018, recorded in Book 31045, page 4252 of the Public Records of Miami-Dade County, Florida, does hereby join in and consent to the Pedestrian Access Easement ("**Easement**") dated as of \_\_\_\_\_ by and between LFH 8600, LLC and City of Doral, Florida, to which this Joinder is attached, for the purpose of subordinating the lien of the Mortgage and consenting to the provisions and effect of the Easement.

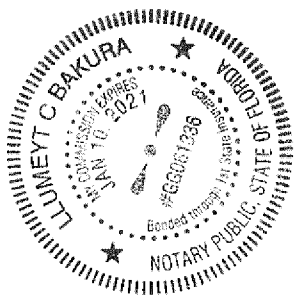
IN MY WITNESS WHEREOF, these presents have been executed this 29 day of November, 2018.

**CITY NATIONAL BANK OF FLORIDA**

By: \_\_\_\_\_  
Name: Carlos Ramos  
Title: SVP  
Address: 1450 Brickell Avenue  
Miami, FL 33131

STATE OF FLORIDA        )  
  ) SS  
COUNTY OF                )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of Nov., 2018, by Carlos Ramos as SVP of CITY NATIONAL BANK OF FLORIDA. S/he is personally known to me or produced \_\_\_\_\_ as identification.



Timothy C. Bakura  
Print or Stamp Name:  
Notary Public, State of Florida  
Commission No.: 6767061334  
My Commission Expires: Jan. 10, 2021.