

30

74R 4895A

74 MAR 4 AM 10 14

REG 8612 PG 245

55

EASEMENT AGREEMENT

EAS

THIS INDENTURE, made this 30th day of June, 1974, between BAL HARBOUR TOWERS, INC., Grantor, and BAL HARBOUR VILLAGE, a Dade County municipal corporation, Grantee,

WHEREAS, the Grantor has agreed, in consideration of the sum of Ten Dollars to it in hand paid by the Grantee, to grant for the use and benefit of the general public, an easement or right-of-way not exceeding ten (10) feet in width and running from the west line of said property to the erosion control line, as the said properties are shown and delineated on a sketch thereof, attached hereto and made a part hereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That pursuant to said agreement and in consideration of the sum of ten Dollars paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor hereby grants unto the Grantee the right, privilege and option for the use and benefit of the general public and to the full and free right of all purposes connected therewith to the use of the Grantor's land, to pass and re-pass along said property between the points so named and to have and to hold the said easement to the Grantee for the purposes aforesaid (subject to the conditions set forth below) until discontinued by law, at which time said property shall revert to the Grantor and its successors and assigns.

The aforesaid easement is conditional upon and further subject to the following provisions:

J.J.
K.P.

1. The Grantee shall construct and maintain, at its own cost and expense, a security fence running along the westerly line of the easement from Collins Avenue to the edge of the "erosion control line," which fence shall be of a non-oxidative material and shall not obstruct the view of Baker's Hardover Motel, and shall not be less than eight (8) ft. in height. The type and design of said fence shall be approved by the Grantor prior to construction and installation.
2. The subject easement shall be used solely for purposes of ingress and egress from Collins Avenue to the Atlantic Ocean. The general public is specifically prohibited from using this easement for any other purpose whatsoever, including, but not limited to, fishing, skin diving, boating, or loitering. Vehicular traffic shall not be permitted.
3. The Grantee shall maintain the lands and property, which are the subject matter of this easement, at its sole cost and expense.
4. No structure, permanent or temporary, other than the above described fence and appropriate landscaping, railings and other necessary additions for the public safety, shall ever be constructed upon said easement.
5. In the event there should ever be a condemnation of any of the Grantor's lands or property, the Grantee shall not be entitled to any of the condemnation proceeds.

STATE OF FLORIDA
 DOCUMENTARY STAMP TAX
 DEPT. OF REVENUE
 MAR-474
 00.30

030015

FLORIDA
 DEPT. OF REVENUE
 MAR-474
 FEB. 11 1974
 DOCUMENTARY SUR TAX
 00.55

12.00

6. The easement shall be closed to the public by gate or other mechanical device during such periods as the beach may be closed to the public.

7. Appropriate security lights shall be maintained by the Grantee.

8. The two (2) concrete shuffleboard courts and the sink and drain-board located in the easement shall be relocated at the Grantee's expense.

9. The granting of said easement shall not constitute the Grantor in violation of any ordinances, rulings, or regulations of the Grantee.

10. The subject easement is access lands to which an easement has already been given to Dade County, and the easement to the Grantee shall be subject to Dade County's easement and other conditions and matters of title.

The Grantee of this easement herein, by the acceptance of same, hereby agrees to save and hold harmless the Grantor, its successors and assigns, from any and all claims, causes, suits and demands whatsoever arising out of the use and enjoyment of the easement herein granted to said Grantee, or anyone using said easement, except for negligence on the part of the Grantor.

This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

(VILLAGE SEAL)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared [Signature] and [Signature] President and [Signature] Asst. Secretary respectively of PAL HARBOR TOURS, INC., a corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 29 day of June, 1974.

My commission expires:
9/19/74

PAL HARBOR TOURS, INC.
By [Signature] President
Attest: [Signature] Secretary

PAL HARBOR VILLAGE
By [Signature] Mayor
Attest: [Signature] Village Clerk

[Signature]
Notary Public, State of Florida at Largo

STATE OF FLORIDA
COUNTY OF DADE

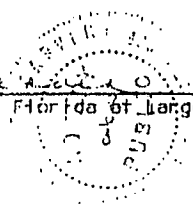
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HILLY LINDSEY and JOHN W. BARNES, Mayor and Village Clerk respectively of BAL HARBOUR VILLAGE, a Dade County municipal corporation, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

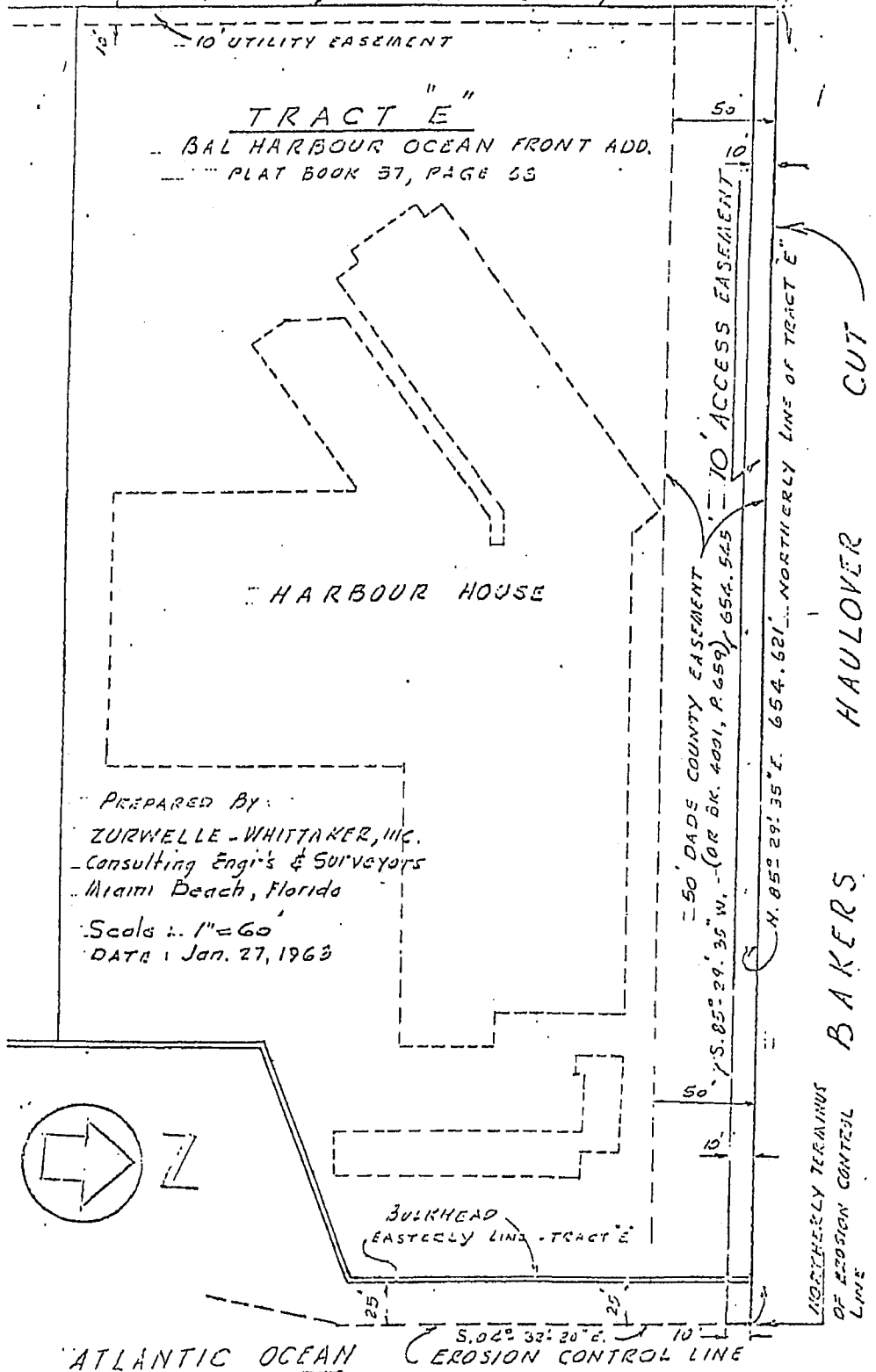
WITNESS my hand and official seal in the County and State last aforesaid this 17th day of June, 1973.

My commission expires:

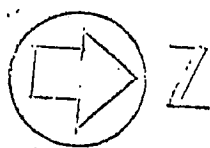
Notary Public, State of Florida at Large
~~My Commission expires April 8 1974~~

William J. ...
Notary Public, State of Florida at Large





PREPARED BY:
 ZURWELLE-WHITTAKER, INC.
 Consulting Eng'rs & Surveyors
 Miami Beach, Florida
 Scale: 1" = 60'
 DATE: Jan. 27, 1963



SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF
 TEN (10) FOOT ACCESS EASEMENT CONTIGUOUS
 TO NORTH LINE OF TRACT "E", BAL HARBOUR
 OCEAN FRONT ADDITION, (57-68)

Metes and bounds description of a Ten (10) foot Access Easement contiguous to the Northerly boundary line of TRACT "E", BAL HARBOUR OCEAN FRONT ADDITION, recorded in Plat Book 57, Page 68 Public Records of Dade County, Florida, said Easement being more fully described as follows:

Beginning at the intersection of the Easterly Right of Way line of Collins Avenue and the Northerly line of Tract "E", run N. $85^{\circ}-29'-35"$ E., along the Northerly line of said Tract "E" and its production Easterly, or, the dividing line between said Tract "E" and Bakers Haulover Cut, a distance of 654.621 feet to a point, said point being 25.0 feet Easterly of the Easterly line of said Tract "E", said point also being the Northerly terminus of the Erosion Control Line, the location of which was approved by State of Florida Board of Trustees of the Internal Improvement Fund on the 16th. day of January, 1973;

Thence run S. $04^{\circ}-32'-20"$ E., along said Erosion Control Line which is parallel with and 25 feet distant Easterly of the Easterly line of said Tract "E", a distance of 10.0 feet to a point;

Thence run S. $85^{\circ}-29'-35"$ W., along a line parallel with and Ten (10) feet distant Southerly of the Northerly line of said Tract "E" and its production Easterly, a distance of 654.545 feet to a point on the Westerly line of said Tract "E", or, the Easterly Right of Way line of Collins Avenue;

Thence run N. $04^{\circ}-58'-06"$ W., along the Easterly Right of Way line of Collins Avenue, a distance of 10.0 feet to the Point of Beginning.

As said TRACT, "CUT" and AVENUE is shown and designated on a plat entitled "BAL HARBOUR OCEAN FRONT ADDITION" and recorded in Plat Book 57, Page 68 of the Public Records of Dade County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED

RICHARD P. BRUYKER,
CLERK CIRCUIT COURT