

## EXHIBIT "1"

This instrument prepared by or under the supervision of  
(and after recording should be returned to):

Name: Rafael A. Paz, City Attorney  
Address: City of Miami Beach, Florida  
1700 Convention Center Drive  
Miami Beach, Florida 33139

---

### TERMINATION AND RELEASE OF EASEMENT

**THIS TERMINATION AND RELEASE OF EASEMENT ("Agreement")** s made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **IBRAHIM AL-RASHID and RYANN AL-RASHID**, husband and wife (collectively, the "**Owner**"), owner of the property located 218 South Hibiscus Drive, Miami Beach, Florida 33139 (the "**Property**") as described in Exhibit "A", attached hereto, and the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of the State of Florida (the "**City**").

**WHEREAS**, the Property is encumbered by a 5-foot perpetual, recorded easement in favor of the City and its grantees to lay and maintain underground storm sewers (the "**Easement**"); and

**WHEREAS**, the Easement runs along the easterly 5 feet of the Property, recorded in Deed Book 3106, at Page 365, of the Public Records of Miami-Dade County, Florida, and more particularly described as follows:

**lying in the easterly five (5) feet of Lot 29, Block 3, HIBISCUS ISLAND, according to the Plat thereof, recorded in Plat Book 8, Page 75, of the Public Records of Miami-Dade County, Florida, containing approximately 875 square feet.**

**WHEREAS**, since the Easement is not currently being used by the City and the City does not anticipate needing the Easement in the future, the Owner has requested that the City abandon the Easement and the City has agreed; and

**WHEREAS**, on October 18, 2023, the Mayor and City Commission adopted Resolution No. \_\_\_\_\_, approving and authorizing the City Manager and City Clerk to execute this Agreement, terminating and releasing the Easement.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Easement is hereby fully canceled, terminated, extinguished and released and shall have no further force or effect and shall no longer bind the Property set forth therein.
3. Owner and the City hereby direct the Clerk of the Court, Miami-Dade County, Florida to cancel the same of record.

*[Signatures on Following Pages]*

Signed, witnessed, executed and acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESSES:

CITY OF MIAMI BEACH:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rafael E. Granado, City Clerk

\_\_\_\_\_  
Alina T. Hudak, City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS:

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by Alina T. Hudak, City Manager of the City of Miami Beach. She is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

NOTARY PUBLIC, STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_

**Signed, witnessed, executed and acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2023.**

**WITNESSES:**

**OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Ibrahim Al-Rashid  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Ryann Al-Rashid  
Print Name

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

**SS:**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by Ibrahim Al-Rashid and Ryann Al-Rashid, husband and wife. They are personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

NOTARY PUBLIC, STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_

**Exhibit "A"**

Legal Description of Property

Lot 29 and 30, Block 3, of HIBISCUS ISLAND, according to the Plat thereof, recorded in Plat Book 8, Page 75, of the Public Records of Miami-Dade County, Florida, AND a 20.00 foot strip that is contiguous and abutting to said Lots 29 and 30, ALL together more particularly described as follows: Commencing at the northeasterly corner of Lot 29 of Block 3, of Hibiscus Island, as shown by the plat of said Island recorded in Plat Book 8, at Page 75, of the Public Records of Miami-Dade County, Florida, thence northwesterly along the south line of South Hibiscus Drive 180 feet; thence southwesterly at right angles to South Hibiscus Drive 195 feet; thence southeasterly along the line parallel to and 195 feet from the south line of hibiscus drive 180 feet; thence northeasterly at right angle to the last described line 195 feet to the point of beginning; said land being lots 29 and 30 of Block 3, of Hibiscus Island with northwesterly and southeasterly lines of said lots projected and extended so as to include the additional land on the waterfront side of said lots conveyed to Biscayne Bay Islands company by deed executed by Trustees of the Internal Improvement Fund of the State of Florida, to Biscayne Bay Islands Company, dated September 14, 1932, recorded in Deed Book 1501, at Page 479, of the Public Records of Miami-Dade County, Florida.