

Prepared by & Return to:
Roy K. Payne, Esquire
Chief Assistant City Attorney
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
(407) 246-2295

UNDERGROUND TELECOMMUNICATIONS EASEMENT

THIS UNDERGROUND TELECOMMUNICATIONS EASEMENT, "Easement " made this _____ day of _____, 2014, by and between **CITY OF ORLANDO, FLORIDA**, a municipal corporation created and existing under and by virtue of the laws of the State of Florida, situated in Orange County, Florida (hereinafter referred to as "**Grantor**" or "**City**") whose address is 400 South Orange Avenue, Orlando, Florida, 32801, and BELLSOUTH TELECOMMUNICATIONS, LLC, a GA limited liability company having a business address at 132 Sanford Way, Sanford, FL 32771(hereinafter referred to as "**Grantee**"):

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in-hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its successors and assigns forever, a non-exclusive easement under that certain piece, parcel or tract of real estate situated in the County of Orange, State of Florida, more particularly shown on:

EXHIBIT "A", attached hereto and made a part hereof by reference, ("Easement Area.")

The easement granted is more particularly described as the right and privilege of the Grantee to construct - two, 4" Conduits ("Conduits") and cables and lines located therein (collectively, "Facilities") under the Easement Area, with the privilege of entering upon said land for the purpose of maintaining, operating and repairing said Facilities, together with the rights, easements, privileges and appurtenances in or to said land which may be required for the full enjoyment of the rights herein granted. This Easement is strictly limited to the installation, operation and maintenance of the Facilities and shall not be expanded in any manner.

This grant of Easement does not constitute the City of Orlando's regulatory approval, if any is required, of the installation of cables and lines within the Conduits; the foregoing shall not affect the validity of this Easement. **Grantee shall not construct or install any above-ground improvements within the Easement Area, and, except for initial installation of the Conduits, Grantee shall not conduct any construction or maintenance activities that require the disturbance of the ground surface within the Easement Area without the prior written**

approval of City or that interfere in any way with operation of the bike trail located within the Easement Area.

The Conduits shall be installed in accordance with construction plans dated November 8, 2013 and prepared by AT&T previously approved by the Grantor. Other than the Facilities, no other facilities or improvements shall be constructed within the Easement Area by Grantee or anyone claiming by or through Grantee, and Grantee shall not, relocate or enlarge the Conduits or change the elevation or depth of the Conduits without the prior written approval of the Grantor; provided that, if during installation, Grantee discovers obstructions on-site that require minor alteration the elevation or depth identified on the plans, Grantee may make those minor alterations during installation, provided that the depth shall be no less than 3.0 feet below grade. Grantee shall provide written notice of said minor revision to the Grantor. Subject to applicable City of Orlando Code provisions, if any, Grantee shall have the right to install new cables and lines within the Conduits under the terms of this Easement, provided that such installation does not disturb the ground surface within the Easement Area.

Grantee has fully inspected the Easement Area and accepts same in its present condition. Grantee acknowledges and agrees that Grantor is conveying the Easement Area without any warranties, representations or guarantees, express or implied, oral, written, or electronic or arising by operation of law, except as specifically provided herein.

During construction, operation or maintenance of the Facilities, Grantee shall not disturb the surface of the Easement Area in such a way as to undermine, impair or compromise the functioning of any public improvements. Grantee will proceed diligently to restore the surface of all disturbed areas within the Easement Area to the original contour and condition, as near as is reasonably practicable.

Grantor retains any and all rights of title and possession including the right to use the Easement Area for any purpose whatsoever that does not unreasonably interfere with the exercise of Grantee's rights hereunder. Grantee acknowledges that its right and authority to utilize the Easement Area is subordinate to the City's reasonable use, maintenance and operation of any public improvements currently located in the Easement Area.

In consideration for the conveyance of this Easement, Grantee shall indemnify, defend and save Grantor, its employees, agents, appointed and elected officials, harmless from and against all costs, claims, demands, liabilities, liens, actions or suits in law or in equity (including attorney's fees) arising out of the activities of Grantee, its contractors, subcontractors, agents, assigns or anyone for acting or on behalf of Grantee, under this Easement Agreement except to the extent that said costs, claims, demands, liabilities, liens, actions or suits, arise from the negligence or intentional acts of Grantor or its employees, agents, contractors, subcontractors or any acting for or on behalf of Grantor.

The Grantor hereby covenants with the Grantee that it is lawfully seized of said land in fee simple and that it has good right and lawful authority to sell and convey the said easement.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement.

Signed, sealed and delivered in
the presence of:

ATTEST:

By: _____
Alana Brenner, City Clerk

CITY OF ORLANDO, FLORIDA, a municipal
corporation, organized and existing under the laws of
State of Florida

By: _____
Mayor / Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this _____ day of _____, 2014 by _____
_____, Mayor Pro Tem and _____, City Clerk, who is personally known to
me who did (did not) take an oath.

_____, Notary Public

Signed in the presence of Two Witnesses:

**BellSouth Telecommunications, LLC, a GA
limited liability company**

Signature: _____

By: _____

Print Name: _____

Name: _____

Signature: _____

Title: _____

Print Name: _____

Date: _____

STATE OF FLORIDA §
 §
COUNTY OF _____§

 This document was acknowledged before me on _____, 2014, by
_____, as _____ of BellSouth
Telecommunications, LLC, a GA limited liability company. He/she is personally known to me or
has produced driver license(s) as identification.

Notary Public in and for the State of Florida

Approved as to form and legality for the use
and reliance of the City of Orlando, Florida only

_____, 2014

By: _____
Chief Assistant City Attorney

EXHIBIT “A”