DOCUMENT PREPARED BY AND RETURN TO: Alison C. Brackins, Esquire Assistant City Attorney City of Orlando 400 South Orange Avenue Orlando, Florida 32802 (407) 246-2295

#### CITY SERVICES/SIDEWALK EASEMENT

#### WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10) and other valuable consideration given to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement for the provision of City Services/Sidewalk, such right to include, but not be limited to, the perpetual right to enter upon said easement at all times and construct, lay, reconstruct, operate, maintain, inspect or repair all lines, mains, pipes, fixtures, vehicular and pedestrian pathways, ditches, accessories, and all appurtenances thereto for the purpose of providing City Services/Sidewalk through, under, and upon the following property situated in the County of Orange, State of Florida, more particularly described as follows:

### PARCEL A:

The South 165.5 feet of Lot 18 and Lot 19, Gould's Addition to Orlando, according to the plat thereof as recorded in Plat Book C, Page 103, Public Records of Orange County, Florida, LESS: The North 65.5 feet of the South 165.5 feet of the East one-half of said Lot 9,

#### ALSO LESS:

Begin at the Southwest corner of said Lot 18, run N. 00°14'10"E. 29.44 feet to a point on a curve concave to the Northeast having a radius of 29.50 feet; thence run Southeasterly along the arc of said curve a distance of 46.28 feet to a point on the South line of said Lot 18; thence run N. 89°39'16"W. 29.44 feet to the Point of Beginning.

#### PARCEL B:

The North 65.5 feet of the South 165.5 feet of the East one-half of Lot 19, Gould's Addition to Orlando, according to the plat thereof as recorded in Plat Book C, Page 103, Public Records of Orange County, Florida.

#### PARCEL C:

The easement rights described as for the benefit of Parcel A and Parcel B in that certain Declaration of Easements and Restrictions recorded December 9, 1981 in Official Records Book 3244, Page 1090, Public Records of Orange County, Florida.

City Services/Sidewalk Easement Area depiction:

## [SEE EXHIBIT "A" ATTACHED HERETO]

For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the pipes, line, mains, vehicular and pedestrian pathways, ditches, accessories, and appurtenances thereto. The Grantor further conveys to Grantee the reasonable right to enter upon adjoining lands of the Grantor for the purposes of exercising the rights herein granted. To the extent reasonably practicable to enable the Grantee to exercise its rights under this Easement, the Grantee's rights of entry upon adjoining lands of Grantor shall be limited to the drives, roads, parking areas and walkways on, and unimproved portions of, said land.

In the event the Grantee shall perform any construction, repairs, alteration, replacement, relocation, or removal of any facilities located within the easement area, the Grantee shall thereafter restore the easement to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation, or removal; provided, however, that the Grantee shall not be obligated to restore any improvements or landscaping if the same would interfere with the operation or maintenance of the Grantee's facilities or clearances which may be required around such facilities.

Subject to the provisions of Section 768.28, Florida Statutes, as in effect from time to time, the Grantee covenants and agrees to indemnify the Grantor and hold it harmless from any and all claims for personal injuries, death, or property damage, and any other losses, damages, demands, charges, or expenses whatsoever, including, but not limited to, attorneys' fees, which arise out of, in connection with, or by reason of the Grantee's exercise of its rights under this Easement, except such loss or damage as may result from the willful or negligent acts of the Grantor or its agents, contractors or employees.

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of said land in fee simple; that it has good, right and lawful authority to sell and convey the said easement, and that the real property described above is free of all encumbrances of every kind except for real property taxes not delinquent.

IN WITNESS WHEREOF, the Grantor and Grantee has hereunto set its hand and seal the day and year above written.

# **GRANTOR:**

·	CENTRAL FAIRWINDS LIMITED PARTNERSHIP, a Florida limited partnership	
	By: Central Fairwinds GP Corporation, a	
WITNESSES:	By: Print Name: James Farrar Title:	
(1) Print Name: Sautojo Barlote una	Print Name: Lanza Societ	
STATE OF FlocioA  COUNTY OF SPANGE	9	
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared		
license as identification.	ny 1 - 1.	
WITNESS my hand and official seal this 2014.		
All	w Will Boo	
HELEN NICOLE BARRY Print N	ame: H. Milole BARRY mmission Expires: 9-11-15	

	GRANIEE:
	CITY OF ORLANDO, FLORIDA, a municipal corporation
	By: Name:Title:
APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida	
Assistant City Attorney Orlando, Florida	

