

Prepared By and Return To:  
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## **RELEASE OF PROPERTY FROM RIGHT-OF-WAY ENCROACHMENT AND REMOVAL AGREEMENT**

This Release of Property from Right-of-Way Encroachment and Removal Agreement ("Release") is hereby agreed to by **CITY OF ORLANDO**, with an address of 400 S. Orange Avenue, Orlando, Florida, 32801 ("CITY") and **ORLANDO HEALTH, INC.**, a Florida not for profit corporation, with an address of 1414 Kuhl Avenue, Orlando, Florida 32806 ("ORLANDO HEALTH") as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

### **W I T N E S S E T H:**

WHEREAS, ORLANDO HEALTH owns the real property located in Orange County, Florida being more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the Property is encumbered by that certain Right-of-Way Encroachment and Removal Agreement by and between CITY and ORLANDO HEALTH dated November 8, 2012, and recorded November 12, 2012 in Official Records Book 10473, Page 2186, Public Records of Orange County, Florida (the "Agreement"); and

WHEREAS, ORLANDO HEALTH desires to sell all or a portion of the Property and have the Property released from the terms of the Agreement and CITY consents to such release of the Property; and

WHEREAS, all other property referenced as the Owner Property in the Agreement remains encumbered by, and subject to, the Agreement and all other terms of the Agreement remain in full force and affect; unless the context otherwise requires, defined terms shall have the meaning ascribed to them in the Agreement.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency which is hereby acknowledged, CITY hereby releases the Property from the lien, title and effect of the Agreement. Nothing contained in this Release shall be deemed to require ORLANDO HEALTH to remove any Sign that has previously been permitted by the City pursuant to the terms of the Agreement.

**Signatures contained on the following page.**

IN WITNESS WHEREOF, CITY and ORLANDO HEALTH have executed this Release as of the day and year first written above.

ATTEST:

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

By: \_\_\_\_\_  
Celeste T. Brown, City Clerk

By: \_\_\_\_\_  
Mayor / Mayor Pro Tem  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, Mayor Pro Tem and \_\_\_\_\_, City Clerk, who is personally known to me who did (did not) take an oath.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
Serial Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed in the presence of Two Witnesses:

**ORLANDO HEALTH, INC.**, a corporation not for profit

Signature \_\_\_\_\_

By: \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Title: \_\_\_\_\_

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

State of Florida       )  
County of Orange     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of **Orlando Health, Inc.**, a corporation not for profit and who has acknowledged that he executed the same. He is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_

**EXHIBIT “A”**