

Orlando, Florida
5401 Altamira Drive
L/C: 009-0725
File: 08396

Prepared by Diedre Dunn, Esq.
After Recorded, return to: Roy K. Payne, Esq.
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
(407) 246-2295

SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT (the "Agreement") is dated November _____, 2015 **MCDONALD'S CORPORATION**, a Delaware corporation, authorized to do business in the State of Florida, whose address is, One McDonald's Plaza, Oak Brook, Illinois 60523 ("Grantor") and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation duly created and existing under and by virtue of the laws of the State of Florida, situated in Orange County, Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 ("Grantee"). The following statements are a material part of this agreement:

A. Grantor is the owner of the property described on **Exhibit A** attached ("Grantor's Property").

B. Grantor wishes to grant, and Grantee wishes to receive an easement over, under and across a portion of Grantor's Property.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

SIDEWALK EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive sidewalk easement for the purposes of public access and pedestrian traffic over a portion of Grantor's property which is less than 30 square feet in area and is described on **Exhibit B** and cross-hatched on **Exhibit C** attached hereto and incorporated herein by reference.

Grantee shall be responsible for supervising the maintenance and repair of the easement area. Grantee shall have the right of ingress, egress, and regress as needed for the purpose of constructing, reconstructing, repairing, restoring, or otherwise maintaining the improvements thereon.

Without waiving sovereign immunity and subject to the limits of liability established under Florida law, Grantee will indemnify Grantor from any claims or causes of action against Grantor related to the sidewalk or any improvements and maintenance made by Grantee in said easement area, except to the extent any such claim or cause of action results from the negligence of Grantor, its agents, employees, contractors or invitees. Without waiving sovereign immunity and subject to the limits of liability established under Florida law, Grantee, its agents, employees, contractors or invitees, shall indemnify Grantor for any damages incurred to Grantor's improvements, including but not limited to signage, landscaping, structures, lighting, equipment, etc., through Grantee's construction and maintenance of said easement except to the extent any such damage results from the willful act or gross negligence of Grantor, its agents, employees, contractors or invitees.

In addition, Grantee agrees and understands that Grantor has made improvements within said easement and that all improvements shall not be disturbed, removed, or altered by Grantee without the express written permission of Grantor.

2. USE OF EASEMENT AREA

Grantor reserves the right to use the easement area for landscaping or other purposes that do not then or later interfere with the granted easement uses, including but not limited to curbing, asphalt, paving, lighting, and signage.

3. WARRANTIES OF TITLE

Grantor warrants that Grantor has good and indefeasible fee simple title to the easement premises; that Grantor has the full right and lawful authority to grant this easement, that Grantor will defend and indemnify Grantee against all lawful claims, and that Grantee shall and may peaceably have, hold and enjoy the easement.

4. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

5. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

6. NOTICE

Grantor's address is 400 S. Orange Avenue, Orlando, Florida 32801 and Grantee's address is One McDonald's Plaza, Oak Brook, Illinois 60523, Attn: Director U.S. Legal Department, L/C: 009-0725. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR:
MCDONALD'S CORPORATION
a Delaware corporation

By *Diedre Dunn*
Diedre Dunn, Senior Counsel

GRANTEE:
CITY OF ORLANDO, FLORIDA
a municipal corporation

By _____
Name: _____
Its _____

WITNESS:

Doris Murray-Norris
Doris Murray-Norris
Denise Strom
Denise Strom

WITNESS:

Name: _____

Name: _____

STATE OF ILLINOIS
COUNTY OF DUPAGE

The foregoing was acknowledged before me this 11th day of November, 2015 by Dieder Dunn, as Senior Counsel of MCDONALD'S CORPORATION, Delaware corporation. He/she is personally known to me or has produced a valid Driver's License as identification.

Joann M. Carmody
Notary Public
Commission Expires: _____



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this _____ day of _____, 2015 by _____, as _____ of the CITY OF ORLANDO, FLORIDA, a municipal corporation. He/she is personally known to me or has produced a valid Driver's License as identification.

Notary Public
Commission Expires: _____

EXHIBIT A

Grantor's Property

Lot 1, Replat of Lot Lot 1, Florida Center Oak Ridge Road/International Drive Development Area Plat No. 7, as recorded in Plat Book 18, Page 112, Public Records of Orange County.

DESCRIPTION

EXHIBIT B

DESCRIPTION:

A PORTION OF LOT 1, REPLAT OF LOT 1, FLORIDA CENTER OAK RIDGE ROAD/INTERNATIONAL DRIVE DEVELOPMENT AREA PLAT NO. 7 AS RECORDED IN PLAT BOOK 18, PAGE 112 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 19, TOWNSHIP 23 SOUTH, RANGE 29 EAST, CITY OF ORLANDO

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ALTAMIRA DRIVE AND THE WEST RIGHT OF WAY LINE OF INTERNATIONAL DRIVE, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N68°44'57"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 7.42 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N69°38'23"E A DISTANCE OF 7.42 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY LINE OF INTERNATIONAL DRIVE; THENCE S00°24'48"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 5.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.27 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN ARE BASED ON THE REPLAT OF LOT 1, FLORIDA CENTER OAK RIDGE ROAD/INTERNATIONAL DRIVE DEVELOPMENT AREA PLAT NO. 7 AS RECORDED IN PLAT BOOK 18, PAGE 112 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THE NORTH RIGHT OF WAY LINE OF ALTAMIRA DRIVE, BEING N68°44'57"W.

2. THIS IS NOT A SURVEY

I hereby certify that this sketch has been prepared under my direction and that this sketch has been prepared in accordance with the adopted "Standards of Practice" as required by Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida State Statutes.

Richard D. Allen

Professional Surveyor and Mapper No. 6922

This sketch is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

SEE SHEET 2 FOR SKETCH



CITY OF ORLANDO

Survey Services Section
400 South Orange Avenue, 8th Floor
Orlando, Florida 32802
p. 407.246.3319 f. 407.246.2892

Project Number: 15-140

Requested By: BURNS

Date of Survey: N/A

Approved By: RDA

Drafted By: MER

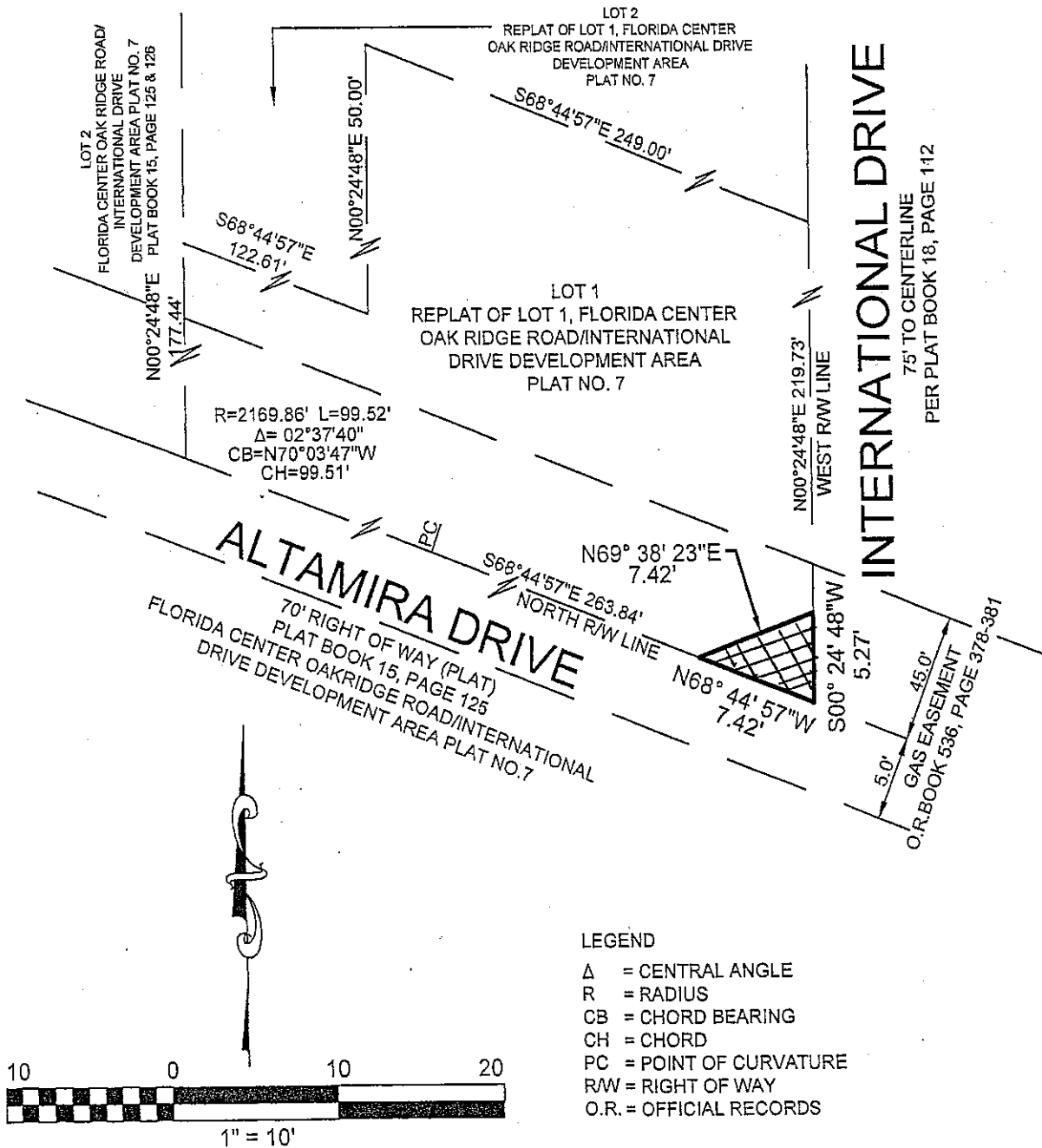
Checked By: RDA

Date Drawn: 08/21/15

Scale: 1" = 10'

SKETCH

EXHIBIT C



SEE SHEET 1 FOR DESCRIPTION AND NOTES



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