

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

**City of Winter Park City
Engineering Division
Winter Park, Florida 32789**

TAX PARCEL ID NO. 05-22-30-9400-32-120

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this **Click to Enter Day** day of **Click to Enter Month**, 2020, between **O'TAY LLC**, a Florida limited liability company, whose post office address is 531 W. Morse Boulevard, Suite #200, Winter Park, Florida 32789, of the County of Orange, State of Florida, hereinafter referred to as Grantors, and the **CITY of WINTER PARK**, a Florida municipal corporation, of 401 Park Avenue South, Winter Park, Florida 32789, hereinafter referred to as Grantee:

WITNESSETH:

That the Grantors, for and in consideration of the mutual benefits, covenants and conditions herein contained, and in consideration of the sum of Ten & No/100 Dollars (\$10.00) paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby give and grant unto the Grantee and its successors and assigns, a perpetual public sidewalk easement, as is more particularly herein described, for the construction, installation, operation, control, regulation, maintenance and the repair of a public sidewalk for the benefit of the public over the following portion of Grantors' property, more particularly described as follows (the "Easement Area"):

SEE EXHIBIT "A" ATTACHED HERETO

AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

This Easement is a nonexclusive perpetual easement granted to the Grantee for the sole purpose of the public sidewalk easement as provided above; provided however, that no other use shall be made of the above-described Easement granted herein. The rights of Grantee hereunder include the right to allow the public's use of Easement area for public sidewalk purposes. After completion of the construction and the installation of the sidewalk, Grantee at its sole cost and expense shall maintain said sidewalk in a good, safe and serviceable condition as Grantee deems necessary for the benefit of the public. The Grantors shall have no obligation to maintain the sidewalk constructed within the Easement Area, provided that the Grantors may modify, amend, repair, replace and maintain improvements within the Easement Area so long as the use of the Easement Area as a public sidewalk is not permanently impaired.

Grantors hereby warrant and covenant (a) that Grantors are the owners of the fee simple title to the premises in which the above-described Easement Area is located, (b) that Grantors have full right and lawful authority to grant and convey this easement to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this easement; and (d) that other than as provided for herein the Grantors shall not interfere with the public sidewalk that is installed within the Easement Area by Grantee and the rights granted to Grantee hereunder.

This easement shall be governed by the laws of Florida. Nothing herein shall be construed as a waiver of the Grantee's right to sovereign immunity under Florida law.

To the extent permitted by law and up to the maximum limits of liability as set forth in Section 768.28(5), Florida Statutes, regardless of the type, nature or basis of the cause of action, claim or damage, Grantee shall indemnify and hold Grantor harmless from and against and reimburse Grantor for any and all liabilities, obligations, losses, damages, injunctions, suits, actions, penalties, claims, demands, costs and expense of every kind or nature, including reasonable attorneys' fees and court cost, incurred by Grantor arising directly or indirectly from or out of the negligent acts or omissions of the Grantee or Grantee's employees, contractors and agents relating to: (a) any accident, injury or damage which shall happen at, in or upon the Easement Area or the public sidewalk infrastructure related thereto; or (b) the condition, occupation, maintenance, alteration, repair, or use by any person on or about the public sidewalk upon Easement Area. However, this provision shall not apply to any acts and omissions of Grantor, its employees, agents, invitees, licensees or contractors that may in any way interfere with Grantee's operation, control, regulation, or maintenance of said sidewalk in a good, safe and serviceable condition as Grantee deems necessary for the benefit of the public. Further, this provision shall not be construed in any way as requiring Grantee to defend, indemnify and save and hold harmless the Grantor to the extent any such liabilities, obligations, losses, damages, injunctions, suits, actions, penalties, claims, demands, costs or expenses are the result of any negligent or reckless acts or omissions of Grantor, or Grantor's employees, agents, invitees, licensees or contractors.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Click to Enter Signature Of Person Present

Print Name: **Click to Enter Print Name Of Person Present**

Print Name: **Click to Enter Print Name Of Person Present**

GRANTORS:

O'TAY LLC, a Florida limited liability company

By: **Click to Enter Granted By**

Name: **Click to Enter Grantor Name**

Its: **Click to Enter its**

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this **Click to Enter Day** day of **Click to Enter Month**, 2020, by **Click to Enter who instrument acknowledged**, as **Click to Enter how instrument acknowledged** of O'TAY LLC, a Florida limited liability company, who is personally known to me or has produced **Click to Enter Item provided as Identification** as identification.

Click to Enter Notary Public Name

NOTARY PUBLIC

Print Name **Click to Enter Notary Print Name**

My Commission Expires: **Click to Enter When Commission Expires**

GRANTEE:

THE CITY OF WINTER PARK, a Florida municipal corporation

Click to Enter Grantee Signature

Print Name: **Click to Enter Grantee Print Name**

By: **Click to Enter Granted By**

Name: **Click to Enter Grantee Name**

Its: **Click to Enter Its**

Click to Enter Signature

Print Name: **Click to Enter Signature**

ATTEST:

By: **Click to Enter Attested By**

Name: **Click to Enter Attest Name**

Title: **Click to Enter Attest Title**

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this **Click to Enter Day** day of **Click to Enter Month**, 2020, by **Click to Enter who instrument acknowledged**, as **Click to Enter how instrument acknowledged** of THE CITY OF WINTER PARK, a Florida municipal corporation, who is personally known to me or has produced **Click to Enter Item provided as Identification** as identification.

Click to Enter Notary Public Name

NOTARY PUBLIC

Print Name **Click to Enter Notary Print Name**

My Commission Expires: **Click to Enter When Commission Expires**

EXHIBIT "A" – SKETCH & LEGAL DESCRIPTION OF EASEMENT AREA:

Click to Enter Sketch and Legal Description Of Easement Area