

THIS INSTRUMENT RETURN TO:
Cathleen A. Wysor, City Clerk
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

THIS INSTRUMENT PREPARED BY:
Engineering
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

Property Appraiser's PIN:
Part of _____

Federal Identification Number
of Grantee City of Melbourne 59-6000371

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT is made this _____ day of _____, 20__,
between, _____, a Florida
corporation/limited liability company, whose address is
_____, (hereinafter
"Grantor"); and the **CITY OF MELBOURNE**, a Florida Municipal
Corporation whose address is 900 East Strawbridge Avenue,
Melbourne, Florida 32901 (hereinafter the "City").

WITNESSETH:

WHEREAS, the City of Melbourne is in the process of
constructing sidewalk improvements along _____;
and

WHEREAS, in connection with said work, it will be necessary to
have access to the real property owned by the Grantor;

THAT the Grantor, for and in consideration of the sum of TEN
AND NO/100 DOLLAR (\$10.00) and other good and valuable
considerations, to it in hand paid by the City, the receipt whereof
is hereby acknowledged, hereby grants, bargains, sells, alienates,
remises, releases, conveys, and confirms unto the City an easement
for construction, maintenance, replacement, or removal, from time
to time, of sidewalks and other pedestrian traffic-related
appurtenances (hereinafter: "Facilities") over, under, and across
the following described real property, located and situate in the
County of Brevard, State of Florida, to wit:

**See Legal Description and Sketch
attached hereto as Exhibit "A"
and incorporated herein by reference;**

A portion of PIN: _____,
commonly referred to as _____[address]

TITLE TO THE PROPERTY DESCRIBED HEREIN, AS WELL AS
THE LEGAL DESCRIPTION, HAS NOT BEEN EXAMINED OR
APPROVED BY THE CITY OF MELBOURNE OR THE CITY
ATTORNEY'S OFFICE

(hereinafter, the "Easement Area").

The rights herein granted to the City by Grantor specifically
include:

- (a) the right of the general public to use the aforesaid
sidewalk for pedestrian purposes;
- (b) the right of the City, its employees, contractors, sub-
contractors and agents to perform construction,
maintenance, replacement and removal of the Facilities;
and
- (c) the right to have ingress and egress for the purposes
expressed in (a) and (b) immediately above.

TOGETHER WITH ALL the tenements, hereditaments, and appurtenances
thereto belonging or in any way appertaining.

By delivery of this Easement, Grantor covenants not to interfere
with the safe operation or maintenance of the Facilities within the
Easement Area.

TO HAVE AND TO HOLD unto the same forever.

The City, its successors and assigns agree to the following
conditions of this Easement:

- (1) The rights granted herein shall not be construed to
unreasonably interfere with Grantor's use of Grantor's
premises adjacent to the Easement Area so long as
Grantor's use of such premises does not impair the
strength or interfere with the use and maintenance of the
Facilities.
- (2) Upon the City completing construction, maintenance,
replacement or repair of the Facilities, the City shall
restore the ground surface and repair any damage to the

Easement Area so as to restore the Easement Area to a neat and presentable condition. All such restoration shall be completed as soon as reasonably practicable.

The Grantor hereby covenants with the City that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey an easement in the same; that the Grantor does hereby fully warrant the title to the said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes for the year the pending tax year and matters of record.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

a Florida corporation/
limited liability company

Signature of Witness #1

Signature of Grantor

Name Printed/Typed

Name Printed/Typed & Title

(Corporate Seal)

Signature of Witness #2

Name Printed/Typed

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this
_____ day of _____, 20__, _____ as
_____ of _____, a
Florida corporation, who is personally known to me OR who has
produced _____ as identification.

My commission expires:

Notary Public

The foregoing easement is accepted and agreed to by the City of
Melbourne, Florida, this _____.

Michael McNees
As City Manager

ATTEST:

Cathleen A. Wysor, City Clerk