

**PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Andrew J. Orosz  
605 Commonwealth Ave.  
Orlando, FL 32803

**SIDEWALK EASEMENT**

**THIS SIDEWALK EASEMENT** (this "Easement") is made and executed this 7th day of August 2018, by Hanover Lakes Homeowners Association, Inc., a Florida Not-for-Profit corporation, whose mailing address is 605 Commonwealth Ave, Orlando, FL 32803, hereinafter referred to as the "Grantor", to and in favor of OSCEOLA COUNTY, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter the "Grantee".

(Wherever used herein, the terms, "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.

**WITNESSETH:**

**WHEREAS**, the Grantor is the owner of property situated, lying and being in Osceola County, Florida, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"), which Easement Area is comprised of certain Open Space, Hardscape, Landscape, and Utility Buffer areas; and

**WHEREAS**, the Grantee desires a perpetual, non-exclusive easement for public use and other appropriate purposes incidental thereto, in, on, over, under, and across a limited portion of Easement Area on which a sidewalk is in fact constructed for use as a sidewalk easement, on terms and conditions more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of mutual covenants each to the other running and Ten Dollars (\$10.00) and other good and valuable consideration, the Grantor does hereby grant unto the Grantee, its successors and assigns, subject to the terms hereof, a sidewalk easement for the public use, in perpetuity, in, on, over, under, and across the Easement Area.

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made a part of this grant of easement.

2. Grant of Easement. The Grantor hereby grants Grantee a perpetual, non-exclusive easement for pedestrian access in, on, over, and across the limited portions of the Easement Area on which a sidewalk is in fact constructed in the manner contemplated by Section 3 below for use a public sidewalk, in perpetuity. This grant of easement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Area, nor entitle the Grantee to the use of the Easement Area for any purpose other than as a sidewalk, together with incidental uses appurtenant thereto.

3. Construction and Maintenance of Sidewalk Improvements. At Grantor's sole cost and expense, Grantor shall construct a sidewalk within the Easement Area pursuant to a site plan approved for Grantor's Land, and maintain, replace, and repair the sidewalk as necessary.

4. Title Warranties. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Area and that it has good and lawful right to grant this Easement.

5. Benefits and Burdens Runs with Land. All provisions of this Sidewalk Easement, including the benefits and burdens, run with the Easement Area and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Termination/Relocation. Should the Grantee cease using the Easement Area for a public sidewalk for a period of more than twelve (12) months, this easement shall automatically terminated. The Grantee, through its Planning and Development Department, in its reasonable discretion, may approve a request by Grantor to relocate this Easement to other lands owned by Grantor. Any such relocation shall be documented by an amendment to this Easement, duly recorded in the Public Records of Osceola County, Florida.

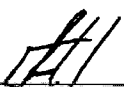
*(The remainder of this page has been intentionally left blank.)*


**ACKNOWLEDGEMENT OF CORPORATION**

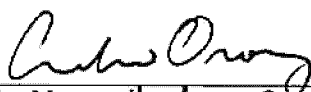
IN WITNESS WHEREOF, the Grantor has caused this Sidewalk Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Hanover Lakes Homeowners Association, Inc.,  
a Florida not-for-profit corporation

  
Print Name: ANDRES ARVELO

By:   
Anthony Iorio, President

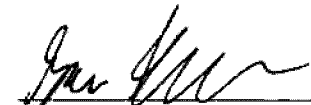
  
Print Name: Andrew Dross

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 2018, by Anthony Iorio as President of Hanover Lakes Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.



  
Notary Public  
[Affix Notary Stamp]

**EXHIBIT "A"**

**Legal Description of Easement Area:**

**TRACTS D, E, P AND Q DEPICTED ON THE PLAT FOR HANOVER LAKES PHASE 1, A REPLAT, AS RECORDED IN PLAT BOOK 27, PAGE 18 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY.**

**COPY**