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HC



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Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 6 #Names: 4
Trust: 3.50 Rec: 25.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
nt Tax: 0.00

GRANT OF INGRESS - EGRESS AND UTILITY EASEMENT

¹⁵This Grant of Ingress - Egress and Utility Easement is made and entered into this day of September, 2003 by MARK C. COBB and KATHERINE P. COBB, husband and wife ("Grantor"), whose mailing address is 801 Hunters Creek Drive, West Melbourne, Florida 32904, in favor of ARTHUR S. Y. LI and SANDY Y. H. LI, whose mailing address is 2401 Albion Avenue, Orlando, Florida 32833.

1. **Background.** Grantor is the owner of certain real property situate in Brevard County, Florida, more particularly described in Exhibit A attached hereto and made part hereof by this reference (the "Easement"). Grantee is the owner of certain real property situate in Brevard County, Florida, more particularly described in Exhibit B attached hereto and made a part hereof by this reference (the "Grantee's Property"). Grantee desires to obtain a perpetual non-exclusive easement in, upon, over, under and across the Easement for purposes of installation, maintenance and repair of public utility lines and pipes and for ingress and egress to Grantee's property. Grantor is willing to grant Grantee an easement for such purpose, subject to the terms and conditions set forth below.

2. (a) **Grant of Easement.** In consideration of the covenants and obligations set forth herein and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and declares unto Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way in, upon, over, under and across the Easement for ingress and egress purposes and with full authority to enter upon, construct and install utility lines and pipes, for the benefit of and appurtenant to Grantee's property and all portions thereof.

(b) **Use by Grantor.** Grantor retains the right to use the Easement, for any and all purposes so long as such rights and grants do not unreasonably interfere with Grantee's rights hereunder.

3. **Maintenance.** Grantee shall at its sole cost maintain, repair and replace as necessary the pipes and lines installed in and under the easement.

4. **Indemnification of Grantor.** Grantee, with respect to its use of the Easement, agrees to indemnify, protect, defend and hold harmless, Grantor, their agents, servants, employees, successors and assigns from any and all loss, damage, liability, cost or expense (including, but not limited, attorneys' fees and court costs at the trial level and during appellate proceedings or bankruptcy proceedings and all other sums which Grantor, their agents, servants, employees, successors and assigns, may incur, be subjected to, or