

This Instrument Prepared By  
And To Be Returned To:  
Laura Minton Young, Esquire  
DEAN MEAD  
7380 Murrell Road, Suite 200  
Melbourne, Florida 32940  
(321) 259-8900

### GRANT OF EASEMENT

THIS INDENTURE (this "Agreement") made this 14<sup>th</sup> day of May, 2026 by **HAMMOCK LAKES HOMEOWNERS ASSOCIATION OF BREVARD, INC.**, a Florida not for profit corporation, whose principal address is 1978 U.S. 1, Ste. 106, Rockledge, Florida 32955 (hereinafter "Grantor") to the **CITY OF WEST MELBOURNE**, a Florida municipal corporation with a principal address of 2240 Minton Road, West Melbourne, Florida 32904 (hereinafter "Grantee").

### RECITALS:

A. Grantor owns and holds fee simple title to that certain real property more particularly described as Tract M of the HAMMOCK LAKES EAST PHASE ONE replat recorded at Plat Book 49 Page 44-46 of the Public Records of Brevard County, Florida (the "Grantor Parcel"), which Grantor Parcel is adjacent and contiguous to that certain real property owned by Grantee more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Grantee Parcel").

B. Grantor desires to create an access easement over and upon the Grantor Parcel for the purpose of providing the Grantee, and its agents, contractors, employees and representatives vehicular and pedestrian ingress and egress between the Grantee Parcel and the Grantor Parcel (the "Access Easement Parcel").

NOW, THEREFORE, Grantor desires to allow Grantee to construct improvements in consideration of the mutual promises and covenants contained hereinbelow, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby decree, declare, covenant and agree as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.

2. Access Easement. Grantor does, by this instrument, give and grant unto Grantee, its assigns and successors-in-interest and/or title, a non-exclusive access easement for vehicular ingress and egress over, upon and across any and all driveways, roadways and accessways (the "Access Improvements") that may exist from time to time upon and across the Access Easement Parcel, but no parking rights are granted hereunder except as may be required for maintaining the Grantee Parcel and for emergency situations. This grant of easement is perpetual and non-exclusive, and Grantor reserves unto itself, its successors and assigns, the non-exclusive right to use and pass over and upon the Access Easement Parcel, to construct, reconstruct, install,

maintain, repair, replace, remove and/or relocate any improvements or utilities in, over, under, upon and/or across the Access Easement Parcel, and the right to otherwise utilize the Access Easement Parcel, or any part thereof, for any purpose. Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, and that Grantor has good right and lawful authority to convey or grant this easement over said land; and Grantor hereby fully warrants the title to said land and this easement thereon. As of the date of this Easement Agreement, the Access Easement Parcel is unimproved and no Access Improvements have been installed thereon, and it is understood that the easement rights shall not commence until the Access Improvements have been constructed and the Grantee Parcel has been connected thereto. The granting of this easement to Grantee is conditioned on the premise that the Grantor will have the right to keep and/or install a sign and bollards to prevent non- authorized vehicle traffic, now and in the future, equal to the current sign and bollards that exists at the time of the granting of this easement. Access is for City maintenance purposes and emergency vehicles. No public access, either for vehicular or pedestrian purposes, shall convey in this agreement.

3. Grantee Improvements and Obligations. Within \_\_\_\_\_-(\_\_\_\_) days after the grant of this easement, Grantee shall install a metal fence on the Grantee Parcel similar to the fence located at the front entrance of Hammock Lakes East subdivision (“Hammock Lakes”), which metal fence shall be located along the property boundary line of the Grantee Parcel adjacent to the property boundary line of Lots 7-11 of the of HAMMOCK LAKES EAST PHASE ONE replat recorded at Plat Book 49 Page 44-46 of the Public Records of Brevard County, Florida, as depicted on Exhibit “B”, attached hereto and made a part hereof. Grantee shall not disturb or damage the landscaping, shrubbery or other foliage along the property boundary lines of Lots 7-11 of Hammock Lakes. The Grantee shall also install a swing gate on the Grantee Parcel at the far west boundary line of the Access Easement Parcel, similar in design to the metal fence. Such gate may be automated or manual at the Grantee’s option. Grantor, and its agents, employees, contractors, and representatives shall have access through the gate and onto the Grantee Parcel for the purpose of accessing and maintaining the stormwater drainage areas or tracts that are part of Hammock Lakes. The gate shall remain locked at all times except when the Access Easement Parcel is being utilized by either Grantee or Grantor. . Grantee shall permit Grantor, at Grantor’s sole cost and expense, to tie into the utilities located on the Grantee Parcel for purposes of providing electricity for security and stormwater maintenance purposes. Grantee shall keep and maintain the fence, the gate, the Access Improvements located on the Access Easement Parcel, and the entirety of the Access Easement Parcel in good repair and maintenance, free from debris, which maintenance shall at a minimum include pressure washing the Access Improvements at least once per year. ***The Grantee shall permit and assist the Grantor, access through HAMMOCK LAKES WEST, PHASE ONE TRACT N (LIFT STATION) to place and maintain a storage shed on the adjacent HAMMOCK LAKES WEST, PHASE ONE TRACT H***

4. Grantor Improvements and Obligations. Grantor shall install and maintain a pedestrian access entrance to the Access Easement Parcel, at its sole cost and expense, for the benefit of Grantor and its members, not for public access, along the one of the lots adjacent to the sliding gate installed by Grantee.

5. Default and Remedies. If Grantor or Grantee fails to carry out any of its covenants herein contained, the non-defaulting party shall be entitled to all remedies available at law or in equity including, without limitation, the remedy of injunction (but not including a jury trial).

Either party may file an action for injunctive relief in the appropriate courts for Brevard County, Florida to enforce the terms of this Agreement. None of these remedies shall be deemed exclusive of one another, or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement. Notwithstanding the foregoing, each party waives any remedy to terminate this Agreement, or seek to and recover punitive damages. **This paragraph shall survive the expiration or termination of this Agreement and the Easement.**

6. “AS IS” Condition. The easement granted to and accepted by Grantee is in its “AS IS” condition and without any warranty or representation, express or implied by Grantor, as to the condition or suitability for Grantee’s purposes whatsoever.

7. Indemnification. To the extent permitted by applicable law, Grantee shall indemnify, defend, and hold harmless the Grantor from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys’ fees), judgments, liabilities, and causes of action of any nature whatsoever resulting from or relating to the use or occupancy of the Access Easement Parcel by Grantee or arising in any manner out of the acts or omissions of Grantee or its agents or employees or any other persons acting under Grantee’s direction or control in connection with the easement or with the use or occupancy of the Access Easement Parcel. To the extent permitted by applicable law, Grantor shall indemnify, defend, and hold harmless Grantee resulting from or relating to the use or occupancy of the Access Easement Parcel and Grantee’s Parcel by Grantor or arising in any manner out of the acts or omissions of Grantor or its agents or employees or any other persons acting under Grantor’s direction or control in connection with the Easement or with the use or occupancy of the Access Easement Parcel. The indemnity obligations set forth in this Agreement shall survive any termination of the Easement or this Agreement. Nothing herein shall be deemed to waive any immunities granted pursuant to Section 768.28, Florida Statutes.

8. Counterparts. This Agreement may be executed in one or more separate counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one and the same Agreement.

9. Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by Grantor and Grantee, or their respective successors or assigns, and recorded in the Public Records of Brevard County, Florida.

10. Successors and Assigns. All provisions herein contained shall run with the land, bind and inure to the benefit of the current and future holders of fee simple title to the Grantor Parcel and the Grantee Parcel and their respective successors and assigns.

11. Notice. Any notice or other communications which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, if sent by overnight courier service (e.g., Federal Express) or if mailed by United States Certified Mail, Return Receipt Requested, Postage Prepaid to the address of the parties set forth hereinabove.

12. No Merger. The current or future common ownership of fee simple title to the Grantor Parcel and the Grantee Parcel shall not result in extinguishment by merger, if applicable, of any easement right herein granted, created, declared, dedicated or established.

13. Assignment. The rights and obligations of Grantee under this Agreement may not be assigned in whole or in part without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion, except that this Agreement may be freely assigned by the Grantee to another governmental entity or public utility by providing five (5) days written notice to Grantor and upon any such assignment such other governmental entity or public utility, as applicable, shall be deemed to have automatically assumed the obligations of Grantee hereunder.

14. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement. Any legal action instituted hereunder shall be brought in Brevard County, Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT AND THE EASEMENT. **This paragraph shall survive the expiration or termination of this Agreement and the Easement.**

15. Time of the Essence. Time is of the essence with respect to all matters set forth herein.

16. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of real property described herein to the general public, it being the intention of the parties that this Agreement shall be strictly limited for the purposes herein expressed.

*[Signatures on following pages]*

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

**HAMMOCK LAKES HOMEOWNERS ASSOCIATION OF BREVARD, INC**, a Florida not for profit corporation

Denise Curry  
Signature of Witness

[Signature]  
**JOHN DITTMORE, President**

Denise Curry  
Printed Name of Witness  
Address: 2240 Minton Rd  
West Melbourne, FL 32904

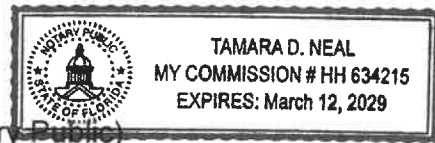
[Signature]  
Signature of Witness

Christine Foote  
Printed Name of Witness  
Address: 2240 Minton Rd  
West Melbourne, FL 32904

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14th day of May, 2026, by John Dittmore as President for **HAMMOCK LAKES HOMEOWNERS ASSOCIATION OF BREVARD, INC**, a Florida not for profit corporation.

Tamara D. Neal  
(Signature of Notary Public--State of Florida)



Tamara D. Neal  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_


**ACKNOWLEDGEMENT AND ACCEPTANCE OF THE CITY APPEAR ON THE FOLLOWING PAGE**

STATE OF Florida  
COUNTY OF Brevard

The foregoing easement and all of the covenants and obligations herein are accepted and agreed to by the City of West Melbourne, Florida, this 14<sup>th</sup> day of May, 2026.

ATTEST:

**City of West Melbourne**

  
City Clerk

  
\_\_\_\_\_  
Tim Rhode  
City Manager



**Exhibit A**



# Exhibit B

