

Prepared by and return to:

Aaron R. Wolfe, Esquire  
City of Edgewater  
Post Office Box 100  
Edgewater, FL 32132

Tax Parcel Number: 743208000050

**INGRESS AND EGRESS EASEMENT**

**THIS INGRESS AND EGRESS EASEMENT** is made this 29<sup>th</sup> day of September, 2025, by PATRICK A. DONNELLY AS TRUSTEE OF THE PATRICK A. DONNELLY REVOCABLE TRUST DATED DECEMBER 4, 1998 AND RESTATED NOVEMBER 22, 2000, whose address is 314 Carol Ann Drive, Edgewater, Florida 32132 (“Grantor”), in favor of the CITY OF EDGEWATER, a Florida municipal corporation, whose address is 104 North Riverside Drive, Edgewater, Florida 32132 (“Grantee”).

(Wherever used herein, the terms “Grantor” and “Grantee” include all the parties to this instrument as so designated and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations of the parties.)

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its successors and assigns forever, a non-exclusive easement and right-of-way for ingress and egress, with full authority to enter upon and maintain, as the Grantee and its assigns may deem necessary, the following described lands situate in the County of Volusia, State of Florida, to-wit:

THE SOUTHERN 15 FT OF LOT 5 AND THE WESTERN 15 FT OF LOT 5  
PARK AVENUE ESTATES MB 34 PG 69 PER OR 5268 PGS 4495-4496 PER  
OR 6588 PG 1928 PER OR 7402 PG 1851.

TO HAVE AND TO HOLD said Easement Area and right-of-way unto said Grantee and its assigns forever.

The Grantee and its assigns shall have the right to clear, keep clear and remove from said Easement Area all trees, undergrowth, and other obstructions that may interfere with location, access or maintenance of the easement, and the Grantor, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the Easement Area that may interfere with the location, access or maintenance of the easement. Notwithstanding the issuance of any permit to construct a fence or other structure, the Grantor recognizes and consents to the right of the Grantee or an authorized utility company if applicable, to remove fencing or other structures from the Easement Area without

compensation or reimbursement to the Grantor if the fencing or other structures are deemed to impede the purpose or utility of the easement.

Grantor does hereby covenant with the Grantee that he is lawfully seized and possessed of the Easement Area, that he has a good and lawful right to convey the said easement and that it is free from all liens and encumbrances.

To the extent permitted by law, the Grantee agrees to indemnify and hold harmless the Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorney's fees (whether incurred before, during or after trial, or any appellate level), arising from the Grantee's use of the Easement Area or from the exercise by the Grantee of any rights granted by this Agreement. Nothing contained herein, however, shall constitute a waiver of the sovereign immunity provisions in § 768.28, Fla. Stat., or otherwise be interpreted to state a cause of action on behalf of any third party.

**[Remainder of page intentionally blank]**

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

(Grantor)  
THE PATRICK A. DONNELLY  
REVOCABLE TRUST DATED  
DECEMBER 4, 1998 AND RESTATED  
NOVEMBER 22, 2000

  
\_\_\_\_\_

Printed Name: Stacy Summa

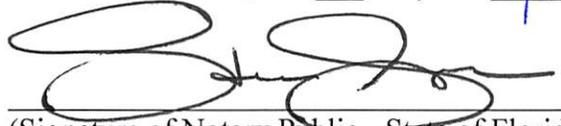
  
\_\_\_\_\_

Printed Name: Robin K. Donnelly

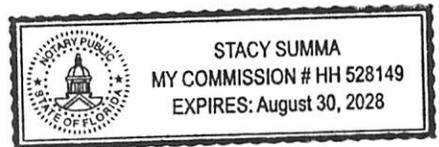
By: Patrick A. Donnelly, Trustee  
Patrick A. Donnelly,  
Trustee

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 29<sup>th</sup> day of September, 2025, by Patrick A. Donnelly.

  
\_\_\_\_\_

(Signature of Notary Public - State of Florida)



\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_

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

ATTEST:

(Grantee)  
CITY OF EDGEWATER, FLORIDA

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Diezel DePew, Mayor

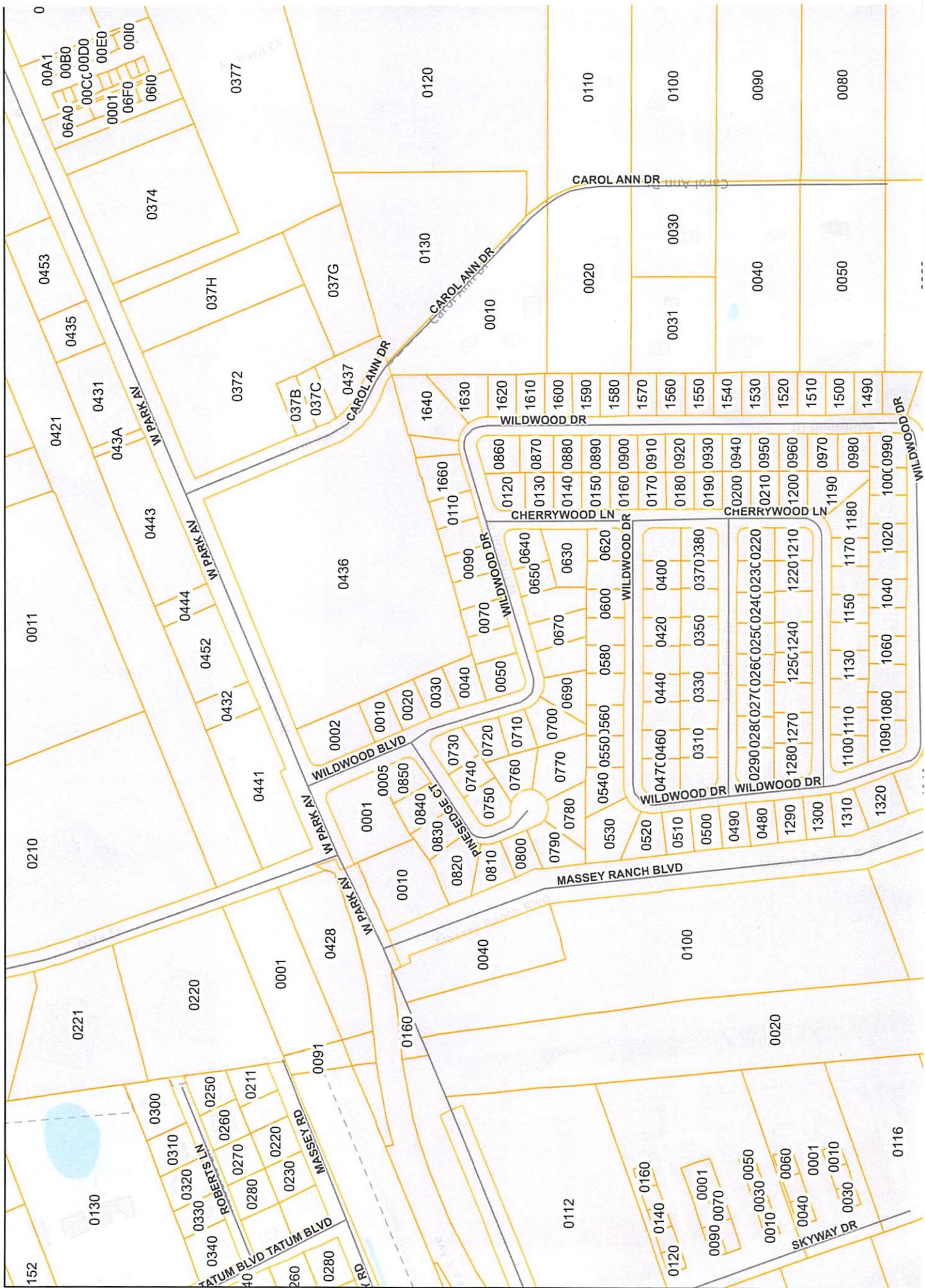
Date: \_\_\_\_\_

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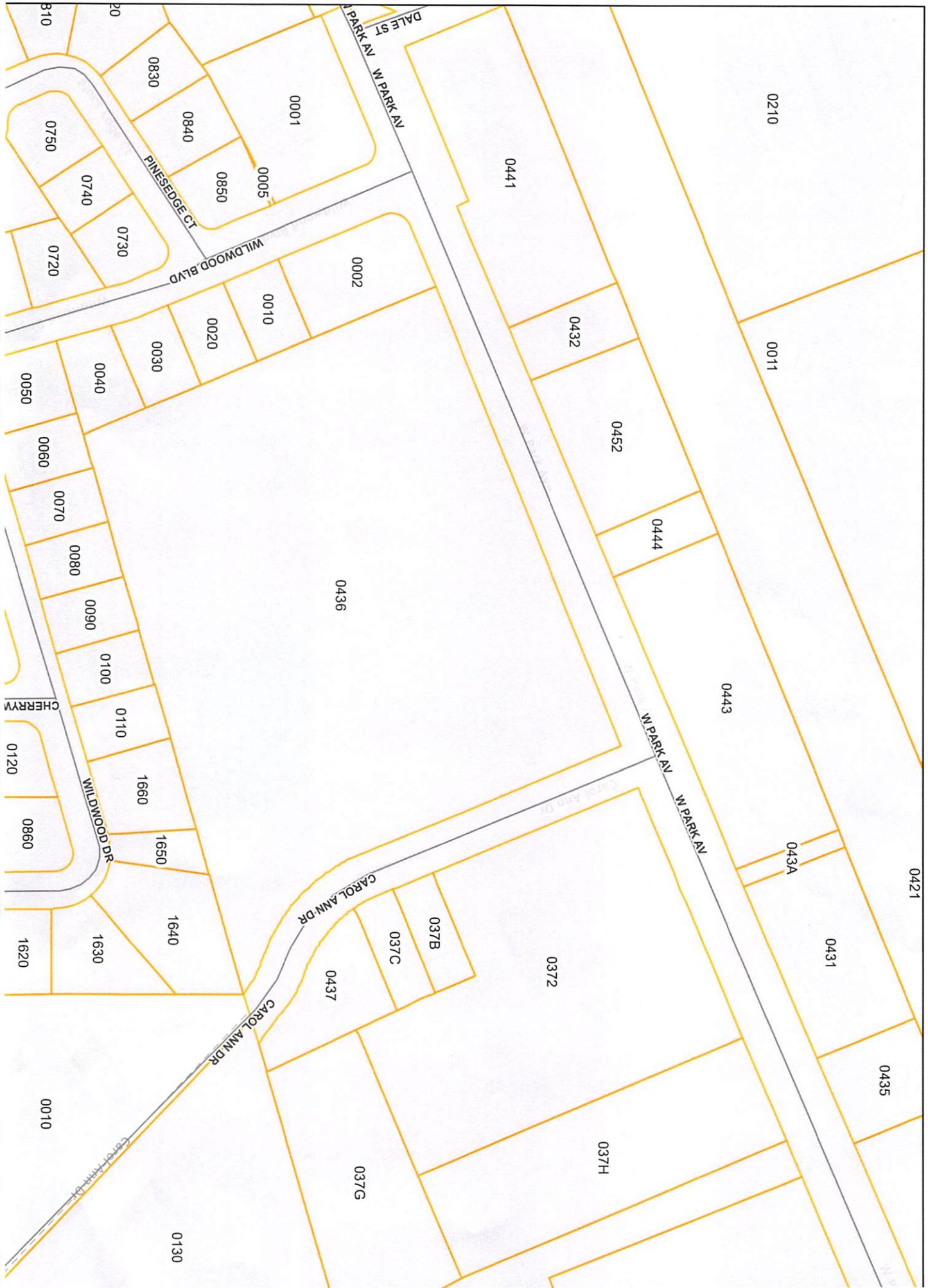
STACY SUMMA  
MY COMMISSION # HH 528149  
EXPIRES: August 30, 2028



# Volusia County Property Appraisal



# Volusia County Property Appraisal





Handwritten scribbles in grey ink, possibly representing a signature or a set of initials, located in the upper right quadrant of the page. The scribbles are somewhat illegible but appear to be a series of connected, fluid strokes.



Rotary Park

