

Grant of Sidewalk Easement

(LDPM Volume 1, Section 3.8)

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Record and Return to:

Development Services Division  
City of Jacksonville  
Ed Ball Building, 2<sup>nd</sup> Floor  
214 N. Hogan Street  
Jacksonville, FL 32202

**SIDEWALK EASEMENT**

THIS SIDEWALK EASEMENT (“Easement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, a(n) \_\_\_\_\_ (“Grantor”), whose mailing address is \_\_\_\_\_, in favor of the CITY OF JACKSONVILLE, a municipal corporation in Duval County, State of Florida (“Grantee”), whose mailing address is 117 W. Duval Street, Jacksonville, Florida 32202.

**BACKGROUND**

Grantor is the owner of a certain parcel of land shown, and described, on **Exhibit “A”** attached hereto and made a part hereof, located in Duval County, Florida (the “Easement Property”). Grantor has agreed to grant a non-exclusive pedestrian ingress, egress and access easement in and over a portion of the Easement Property in accordance with the terms set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a non-exclusive, perpetual easement for continuous and uninterrupted pedestrian ingress, egress and access to enter upon, across and over the Easement Property, together with the right to install, maintain, improve and/or repair the sidewalk located within the Easement Property, and the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith (the “Easement”). Grantor shall retain a right of free ingress and egress under, over and upon the Easement Property and reserves the right to use the Easement Property for any lawful purpose which does not unreasonably interfere with the Easement. Grantee shall be responsible for the maintenance of the sidewalk within the Easement Property. The Easement shall be perpetual and run with the land, shall be binding on and inure to the benefits of the parties and their respective successors and assigns, their tenants, subtenants, licensees and invitees.

IN WITNESS WHEREOF, Grantor, intending to be legally bound, has caused this Agreement to be executed as of the date and year first above written.

[GRANTOR'S SIGNATURE PAGE TO SIDEWALK EASEMENT AGREEMENT]

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

**WITNESSES:**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ S.S.

The foregoing instrument was acknowledged before me by means of  
 physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, as \_\_\_\_\_,  
as \_\_\_\_\_, a \_\_\_\_\_,  
on behalf of the company. The foregoing individual  is personally known to me or  
 produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Notary's Name

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Print: \_\_\_\_\_

Office of General Counsel  
City of Jacksonville

**Exhibit "A"**

The Easement Property Sketch and Legal Description