

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 202  
Tallahassee, Florida 32301

Parcel No.: \_\_\_\_\_

### PERPETUAL SIDEWALK EASEMENT

THIS PERPETUAL SIDEWALK EASEMENT ("Easement"), made and executed this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by \_\_\_\_\_, having a mailing address of \_\_\_\_\_, \_\_\_\_\_, (the "Grantor"), to LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, having a mailing address of 301 South Monroe Street, Tallahassee, Florida 32301, (the "Grantee").

#### WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a non-exclusive perpetual easement in, over, under, on, and through the following described land ("Easement Area") for the purpose of clearing said lands as needed to excavate, construct, and maintain a sidewalk in connection with the Grantee's adjacent sidewalk project, to-wit:

**See EXHIBIT "A"  
attached hereto and made a part hereof.**

The rights granted herein shall not be construed to interfere with or restrict the Grantor, its successors and assigns, from the use of the Easement Area, including without limitation the construction and maintenance of improvements along or adjacent to the Easement Area, so long as the same are so constructed as not to unreasonably interfere with the Grantee's use and maintenance of the Easement Area for the purposes set forth herein.

The rights granted herein are in reliance upon Grantee's representation of the following:  
(i) that Grantor shall in no way be obligated under this Easement or otherwise to construct, improve, repair, replace and/or maintain the sidewalk constructed by the Grantee within the Easement Area, nor does the Grantor assume any liability or responsibility to Grantee, its invitees, agents, successors or assigns, or persons authorized by Grantee to use the Easement

Area, other than for the negligent acts of the Grantor, its employees, invitees, agents, successors or assigns; (ii) that Grantee hereby assumes all maintenance and repair responsibility and costs of its improvements constructed within the Easement Area; and (iii) that Grantee further assumes all risk of loss, damage or injury to its property (real or personal) or for any personal injury of third parties arising from any use of its improvements constructed within the Easement Area, and, without waiving its right to sovereign immunity and to the extent allowed by Florida Statutes, Section 768.28 (2009) and any other applicable state or federal law, shall indemnify and hold harmless Grantor for any and all such injuries, damages, losses, actions, claims, suits and judgments arising in connection with the construction, maintenance and/or use of its improvements constructed within the Easement Area.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the date first above written.

Signed, seal and delivered  
in the presence of

[GRANTOR NAME]

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

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary's Signature: \_\_\_\_\_  
(Print, type or stamp name of notary public)