

This Instrument Prepared By:

[Fill in]
[address]
[address]

Project Name: _____
D.O. #: _____
STRAP #: _____

THIS SPACE RESERVED FOR RECORDING

SIDEWALK EASEMENT AND MAINTENANCE AGREEMENT (Non-County Maintained)

This Sidewalk Easement and Maintenance Agreement ("*Easement Agreement*") is given this _____ day of _____, 2026, by _____, a Florida Limited Liability Company, whose address is _____, the Grantor herein ("*Grantor*"), for the benefit of **Lee County**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 ("*County*" or "*Grantee*"). Grantor and Grantee, together known as the "*Parties*," intend this Easement Agreement to provide for public access over and perpetual maintenance of the lands described below, as follows:

Recitals

WHEREAS, Lee County Land Development Code ("*LDC*") §10-256, establishes regulations requiring the construction of bikeway and pedestrian ways ("*Sidewalk Facilities*") to provide safe, convenient, and efficient access and passage for the public; and

WHEREAS, LDC §10-256 further provides sidewalk facilities constructed along non-county maintained roadways must be maintained by the property owner or entity declared legally responsible for maintenance; and

WHEREAS, the Grantor has applied to Lee County to develop Property pursuant to the terms, conditions and details contained in Development Order Number _____ ("*Development Order*"), the terms, conditions and terms of which are incorporated herein by reference; and

WHEREAS, the Development Order requires the Grantor to construct Sidewalk Facilities and to grant an easement to the County to create public access across and over the Sidewalk Facilities; and

WHEREAS, the Development Order requires the Grantor to provide and ensure the continual and perpetual maintenance of the Sidewalk Facilities to County standards; and

WHEREAS, the Grantor is the legal titleholder of the real property in Lee County, Florida described and depicted in attached Exhibit "A", (the "*Easement Property*"); and

WHEREAS, the establishment, execution and recording of the Easement Agreement herein is to satisfy the requirements of the LDC and the requirements contained in the Development Order.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration paid, the sufficiency of which is hereby acknowledged, the Grantor provides as follows:

1. The above recitals are accepted as true and correct and are hereby incorporated into this Easement Agreement as though fully set forth below.
2. The Grantor warrants that Grantor is in lawful possession of the Easement Property (described and depicted in Exhibit A), and the Easement Property is free of liens and encumbrances. Grantor further warrants that Grantor has the authority to convey this Easement.
3. The Grantor hereby grants and conveys to the County, an irrevocable, non-exclusive easement, in perpetuity, for public access over the Easement Property.
4. The Grantor, for itself, its successors and assigns, hereby agrees to remain responsible for maintaining the Sidewalk Facilities within the Easement Property to County standards in perpetuity.
5. In the event the Grantor fails to properly maintain the Sidewalk Facilities, the County has the right, but not obligation, to construct and maintain the Sidewalk Facilities. This right is in addition to all other remedies at law available to the County to enforce the conditions of this Easement and the Development Order including but not limited to the right of the County to revoke, or refuse to issue, any development approvals relating to the Property.
6. The Easement Agreement it is intended to run with the land and, as such, will be recorded in the Public Records of Lee County, Florida.

[End of provisions.]

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

_____, LLC
A Florida Limited Liability Company

[1st Witness' Signature]

[fill in]
Managing Member

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me by means physical presence or online notarization this _____ day of _____, 2026, by _____, Managing Member, on behalf of _____ . He/she is personally known to me or he/she has produced _____ as identification.

Notary Public
[Affix stamp/seal]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2026.

BY: _____
Brian Roberts, P.E., Manager
Lee County Development Services

Approved as to form for the
Reliance of Lee County only:

Lee County Attorney's Office

Attachment: Exhibit "A" – Legal Description and Sketch of Easement Property

SAMPLE