Owners:	and
Permit No:	
	EASEMENT USE AGREEMENT
This EA	SEMENT USE AGREEMENT ("Agreement") is made as of this day of
("Owner"), and Co	("Owner"),
	AS, Owner is the current fee owner of that certain real property known as
	plat thereof as recorded in Plat Book, Page, of the Public Records of Collier ereinafter "Subject Property"); and
non-exclusive	AS, as set forth in Plat Book, Page, the County is record owner of certain easement rights, as referenced in paragraph of the Plat ion of which encumbers the Subject Property (hereinafter "Easement Area"); and
WHEREA (the "Encroachmen	AS, Owner has or wishes to construct or install a
WHEREA	AS, the County has no present objection to the use of the Encroachment within the Easement Area, er agrees to the terms and conditions set forth below.
NOW, THe receipt and sufficient	HEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the ency of which is hereby acknowledged, Owner hereby agrees as follows:
1. The above rec	itals are true and correct and are incorporated herein.
further agrees	provide to the County whatever access the County requires to continue its easement rights and a to waive any claim of damage to the Encroachment arising out of the County's maintenance in the Easement Area, whether such damage is intentional or unintentional.
Easement Area Encroachment	agrees that until otherwise notified, Owner may continue the use of Encroachment within the a, however, the County retains the right, in its sole discretion, to demand by written request that the be removed from the Easement Area, which Owner shall do at their sole cost and expense within a e from receipt of such request.
4. The Encroachi Collier County	ment shall be as depicted on the building permit application number, filed with or Growth Management Department, and no other construction shall be in effect in said Easement.
harmless for a attorney's fee Easement Area Encroachment to release and and/or fees (in arising out of to the Encroachment)	for him/herself and successors and assigns that they shall release, indemnify and hold the County and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable as and court costs) including personal injury or property damage arising out of the use of the aby the Owner, his/her respective contractors, agents, employees or invitees at any time while the remains within the Easement Area. Further, Owner, for him/herself, successors and assigns agrees hold the County harmless from and against any and all obligations, claims, liabilities, expenses actually reasonable attorney's fees and court costs) including personal injury or property damage the use of the Easement Area by the County, including but not limited to, damage which may occur channel during the normal operation, maintenance, repair and/or replacement, as applicable, of the and/or the Encroachment and/or the infrastructure, which may now or in the future be located

within the Easement Area.

6. This Agreement shall be recorded at the Owner's expense in the Official Records of Collier County, Florida, and shall be a covenant running with the land and shall be binding upon the heirs, personal representatives, grantees, assigns and successors.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Use Agreement as of the date first above written.

WITNESSES:	FOR BOTH OWNERS	OWNER:
Witness #1 Signature		Owner #1 Signature
Witness #1 Printed Name		Owner #1 Printed Name
Witness #1 Address		Owner #2 Signature
Witness #2 Signature		Owner #2 Printed Name
Witness #2 Printed	Name	
Witness #2 Addres	s	
this day of	rument was acknowledged before r	ne by means of  physical presence or  online notarizatio
☐ Are personally l	tary Public must check applicable be known to me current drivers license as io	
Notary Public Sign	nature	Notary Public Printed Name
PREPARED BY:		BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
Preparers Name		By:as designee of the County Manager,
Preparers Address		pursuant to Agenda Item No. 16.A.25, dated January 14, 2020.