

Owners: _____ and _____.
Address: _____
Permit No: _____

EASEMENT USE AGREEMENT

This EASEMENT USE AGREEMENT ("Agreement") is made as of this ____ day of _____, 20 ____, by and between _____ ("Owner"), _____ ("Owner"), and Collier County ("County").

WHEREAS, Owner is the current fee owner of that certain real property known as _____ according to the plat thereof as recorded in Plat Book _____, Page _____, of the Public Records of Collier County, Florida (hereinafter "Subject Property"); and

WHEREAS, as set forth in Plat Book _____, Page _____, the County is record owner of certain non-exclusive _____ easement rights, as referenced in paragraph _____ of the Plat dedications, a portion of which encumbers the Subject Property (hereinafter "Easement Area"); and

WHEREAS, Owner has or wishes to construct or install a _____ (the "Encroachment") in a portion of the County's easement located on Owner's property; and

WHEREAS, the County has no present objection to the use of the Encroachment within the Easement Area, provided that Owner agrees to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby agrees as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Owner shall provide to the County whatever access the County requires to continue its easement rights and further agrees to waive any claim of damage to the Encroachment arising out of the County's maintenance activities within the Easement Area, whether such damage is intentional or unintentional.
3. The County agrees that until otherwise notified, Owner may continue the use of Encroachment within the Easement Area, however, the County retains the right, in its sole discretion, to demand by written request that the Encroachment be removed from the Easement Area, which Owner shall do at their sole cost and expense within a reasonable time from receipt of such request.
4. The Encroachment shall be as depicted on the building permit application number _____, filed with Collier County Growth Management Department, and no other construction shall be in effect in said Easement.
5. Owner agrees for him/herself and successors and assigns that they shall release, indemnify and hold the County harmless for and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the Owner, his/her respective contractors, agents, employees or invitees at any time while the Encroachment remains within the Easement Area. Further, Owner, for him/herself, successors and assigns agrees to release and hold the County harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the County, including but not limited to, damage which may occur to the Encroachment during the normal operation, maintenance, repair and/or replacement, as applicable, of the Easement Area and/or the Encroachment and/or the infrastructure, which may now or in the future be located within the Easement Area.

