

Owner: \_\_\_\_\_

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.

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:

OWNER(S):

\_\_\_\_\_  
(Signature)  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)  
Print Name: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_  
\_\_\_\_\_,  
as designee of the County Manager

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Agreement was acknowledged before me, by means of ( ) physical presence or  
( ) online notarization, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is  
( ) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public/State of Florida

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

My Commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Agreement was acknowledged before me, by means of ( ) physical presence or  
( ) online notarization, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is  
( ) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public/State of Florida

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

My Commission expires: \_\_\_\_\_