

**AGREEMENT FOR TEMPORARY UTILIZATION
OF DEDICATED COUNTY RIGHT-OF-WAY**

This **AGREEMENT**, made and entered into this ____ day of _____, 20____,
by and between Marion County, a political subdivision of the State of Florida, hereinafter
"County", and

_____, hereinafter "**Developer**".

WITNESSETH

WHEREAS, Developer has submitted a development plan to the County and the development plan includes the dedication of property for future road right-of-way, and

WHEREAS, the Developer has requested the temporary utilization of a portion of such dedicated right-of-way in exchange for maintaining such right-of-way during such use, and

WHEREAS, the parties desire to enter into an agreement concerning the temporary use of such dedicated right-of-way, now therefore

IN CONSIDERATION of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties hereto do mutually covenant and agree as follows:

1. **Dedicated Right-of-Way.** Pursuant to the requirements of the Marion County Land Development Code, the Developer has dedicated real property to the County for future road right-of-way. A legal description of the dedicated right-of-way is attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **Temporary Use.** The Developer has requested the County to approve developer's temporary use of the dedicated right-of-way for the following purposes:

The County approves of such temporary use of the property in exchange for the Developer maintaining such property until needed by the county for road right-of-way purposes.

3. **Notice.** The County Administrator shall provide written notice to the Developer of the County' need for such dedicated right-of-way for roadway improvement and the Developer shall abandon and discontinue his use of the right-of-way and clear all items from the right-of-way within 30 days of the date of the county administrator's notice. The county administrator's notice shall be final and unappealable and such notice shall also serve to terminate this agreement 30 days after the date of such notice.
4. **Use.** Developer understands and agrees that the temporary use of dedicated right-of-way will not create any compensable interest in such use in the developer and the utilization of such dedicated right-of-way for roadway expansion is the intended purpose of the dedication, and no compensation shall be due the developer upon termination of this temporary use.
5. **Release.** Developer hereby releases the County and its agents and employees from any claims and damages, now existing or hereafter accruing, related in any way to this agreement.
6. **Indemnity.** Developer does hereby agree to indemnify and hold the County harmless from and against any and all claims, damages, losses, expenses (including but not limited to attorney's fees), causes of action judgments, liabilities arising out of or resulting from, in any fashion, the execution of this agreement. This grant of indemnity shall be irrevocable.
7. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable cost incurred including attorneys fees, specifically including any appellate or bankruptcy proceeding related thereto.
8. **Binding Effect.** The Agreement shall be binding upon the parties and their respective successors and assigns.
9. **Authorization.** The undersigned hereby represents to the County that he is fully authorized by the owner of the property to agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and date above stated.

Approve as to Form
and Legal Sufficiency

Thomas D. MacNamara
Assistant County Attorney

**BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA**

ATTEST:

DAVID R. ELLSPERMANN, CLERK

CHAIRMAN

WITNESS:

DEVELOPER

Signed, sealed and delivered
in the presence of: (Two witnesses
required by Florida Law)

By: _____

Print: _____

(Witness No. 1 - Signature)

By: _____

Print: _____

(Witness No.1 - Printed)

(Witness No. 2 - Signature)

(Witness No. 2 - Printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day _____, 20____, by
_____, who is personally known to me or who has
produced _____ as identification.

Print/Type Name:

Notary Public in and for the County and
State last aforesaid.

My Commission Expires: _____

Serial No., if any: _____