

**MARION COUNTY STANDARD FORM
ESCROW AGREEMENT
FOR FUTURE ROAD CONSTRUCTION**

THIS AGREEMENT made and entered into this ____ day of _____, 200 __, by and between **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, hereinafter referred to as “**COUNTY**” and the below-listed **DEVELOPER**.

W I T N E S S E T H:

WHEREAS, **DEVELOPER** have made application to the Board of County Commissioners for the approval of a subdivision and the **DEVELOPER** represent to the **COUNTY** that the below-listed information is true and correct, and

Developer: _____

Developer’s Address: _____

Project Engineer: _____

Engineer’s Estimate of Cost of Roadway Improvements: _____

Subdivision Name: _____

Plat Book: _____ Page(s) _____

WHEREAS, it is mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of inducing **COUNTY** to approve the plat of the above-described subdivided lands for recordation in the Public Records, and

WHEREAS, the Marion County Land Development Code provides for the construction of section line and quarter section line roadways, and

WHEREAS, the Developer desires to deposit in escrow with the County the Project Engineer’s Estimate of the Cost of Construction of a portion or all of the necessary roadway, now therefore,

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by the parties, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. **COUNTY** hereby accepts the Engineer’s Estimate for the cost of roadway improvements set forth above and accepts such cash payment from the Engineer to the County. The

County will hold this sum in an escrow account until actual construction of the designated roadway and the County will use the escrowed funds for such construction. County will retain all interest earned on this escrow amount and will apply such interest to the construction cost if needed.

3 DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this agreement. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this agreement.

4. DEVELOPER hereby agrees to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, expenses (including but not limited to attorneys' fees), causes of action, judgments, liabilities arising out or resulting from, in any fashion, the execution of this agreement by the COUNTY. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

5. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorneys' fees, specifically including any appellate or bankruptcy proceeding related thereto.

6. The undersigned representative of the DEVELOPER hereby represent to the COUNTY that he is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.

7. This agreement may be amended by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

IN WITNESS WHEREOF that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

ATTEST:

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

David R. Ellspermann, Clerk

_____, Chairman

Date: _____

**Approved as to Form
and Legal Sufficiency**

Marion County Attorney

WITNESSES:

DEVELOPER

By: _____
Print name: _____

By: _____
Print Name: _____

By: _____
Print name: _____

Title: _____
Date: _____

**STATE OF FLORIDA
COUNTY OF MARION**

Before me this __ day of _____, _____ personally appeared _____ of **DEVELOPER**, who is personally known to me or has produced _____ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so with full authority of said DEVELOPER.

Notary Public

Print Name _____
Commission Number _____
Commission Expires _____