INDEMNIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 20___, by and between _____, "Developer", and Marion County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, the Developer hereby represents to the County that:

A. The preliminary plat for the Project has been approved, and

B. All permits required by Federal, State, or Local governmental agencies including appropriate Water Management Districts, have been obtained and copies provided to the Marion County Engineering Department, and

C. The improvement plans for the Project have been approved, and

D. A complete Final Plat has been submitted for review including cost estimate with appropriate assurance for subdivision improvements if incomplete, and

E. The Development is being serviced by a central sewer and central water system, now therefore

IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable considerations, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns:

1. **Building Permits.** Developer is currently developing a parcel of real property in Marion County, Florida into a residential community identified as _____ (the "Project"). Developer has requested that the County issue to it up to _____ individual permits for the construction of residential homes at the Project. County has agreed to issue the requested building permits, contingent upon the releases and indemnification obligation of Developer contained within this Agreement. In consideration for the agreement by the County to issue the requested building permits, Developer has agreed to provide to the County the releases and indemnity agreement set forth below.

2. **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 the issuance of the building permits for residential homes at the Project prior to the recording of the plat of the Project. Developer agrees that the County shall incur no liability through the issuance of the referenced building permits. Developer acknowledges that it will not be able to obtain final Certificates of Occupancy with respect to the residential units for which the building permits are issued until the plat is recorded.

3. **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 attorneys' fees), causes of action, judgments, liabilities arising out or resulting from, in any fashion, the issuance of building permits by the County described previously in this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

4. **Litigation.** 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.

5. **Binding Effect.** The Agreement shall be binding upon the parties and their respective successors and assigns.

6. **Authorization.** The undersigned representative of the Developer hereby represents 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. **Changes.** County reserves the right to suspend issuance of building permits pursuant to this agreement in the event unexpected changes occur on the Project's site including but not limited to the presence of endangered or threatened species on the site.

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

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____ _____

David R. Ellspermann, Clerk , Chairman

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

Approved as to Form
and Legal Sufficiency

_____

County Attorney

DEVELOPER

By: _____

Print Name:_____

Its: _____

Revised 11/2009