

This instrument was prepared by:
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MODIFICATION OF DRAINAGE EASEMENT

THIS MODIFICATION OF DRAINAGE EASEMENT (the "Agreement") is made and entered this _____ day of _____, 2017, by and between John Golia, a single man whose Post Office Address is 120 NE 17 Ave., Fort Lauderdale, Florida 33301 (the "First Party") and the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose Post Office Address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (the "Second Party")(the First Party and the Second Party shall be referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, the First Party, as successor to Casa Las Olas, Inc., is the owner of that certain property situate, lying and being in Broward County, Florida, and legally described as follows:

Unit 8, a portion of Lot 3 of Block 3 in "VICTORIA ISLES" according to the Plat thereof, as recorded in Plat Book 15, at Page 67, of the Public Records of Broward County, Florida, said lands situate, lying and being in Fort Lauderdale, Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Lot 3; thence North along the East line of said Lot 3, a distance of 66.46 feet to the Point of Beginning; thence West 125.00 feet to a point on the West line of said Lot 3; thence North along the West line of said Lot 3, a distance of 32.74 feet to the Northwest corner of Lot 3; thence N89 degrees 38'30" E along the North line of said Lot 3 a distance of 125.00 feet; thence South, along the East line of said Lot 3 a distance 33.54 feet to the Point of Beginning.

(the "Property"); and

WHEREAS, the Second Party is the holder of a drainage easement and related rights upon the Property by virtue of a Drainage Easement recorded on April 6, 1999 in Official Records Book 29364, Page 1693 of the Public Records of Broward County, Florida (the "Drainage Easement"); and

WHEREAS, the Drainage Easement is partially located beneath the existing pool located on the Property and is not currently being utilized by the Second Party; and

WHEREAS, the Parties hereby agree to modify the Drainage Easement pursuant to this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and the sum of Ten and 00/100 (\$10.00) dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant. The First Party hereby conveys, transfers and grants to the Second Party a drainage easement in the modified area (as defined below) for the purposes of construction, maintenance, repair, installation and/or building or rebuilding of drainage facilities or infrastructure (including without limitation, piping, conduit, and any other physical apparatus or equipment), together with access needed relative thereto. The Parties hereby agree that the current Drainage Easement on the Property shall remain in place for natural water runoff and drainage purposes only. The Drainage Easement area shall be modified to only encompass that portion of the Property presently encumbered by the 5 foot wide westerly area of that certain Utility Easement Deed recorded on April 6, 1999 in Official Records Book 29364, Page 1697 of the Public Records of Broward County, Florida (the "Utility Easement"). The Utility Easement area is legally defined as follows: the North 5.00 feet, the East 5.00 feet and the West 5.00 feet of Unit 8, a portion of Lot 3 of Block 3 in "VICTORIA ISLES". A boundary survey of the Property reflecting the 5 foot wide westerly area is attached hereto as Exhibit "A".

2. Pool Removal or Destruction. In the event that the pool located on the Property is removed or destroyed in the future, the First Party shall not reconstruct the pool without notice and submission of all applicable permit applications to the Second Party and without consent of the Second Party.

3. Public Necessity. In the event of a public necessity and/or purpose, as confirmed by the Second Party's Engineer, such as a hazard to the drainage system subject to the Drainage Easement or modified Drainage Easement, the First Party shall remove the pool located on the Property, the Drainage Easement or Modified Drainage Easement, at its expense upon reasonable notice from the Second Party. The Second Party shall not be liable to the First Party for any damage to the pool, the Property or any improvements located on the Property.

4. Disclaimer. The Second Party has no control over any third party interests pursuant to Section 13.1 of the Declaration of Covenants, Conditions and Restrictions for Casa Las Olas as recorded in Official Records Book 29364, Page 1578, of the Public Records of Broward County, Florida. The Second Party maintains that this Agreement is not intended to terminate the rights of any third party and is not considered binding on the Casa Las Olas Homeowners' Association, Inc., its successors or assigns.

5. Indemnity. The First Party shall protect, defend, indemnify and hold harmless the Second Party, its officials, officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorneys' fees and costs and liabilities of every kind, nature or degree resulting from or arising out of this Modification of the Drainage Easement or First Party's acts or omissions under the Drainage Easement or this Modification of Drainage Easement. The First party shall protect, defend, indemnify and hold harmless the Second Party, its officials, officers, employees and agents from and against any and all lawsuits, penalties, damages settlements, judgments, decrees, costs, charges and other expenses, including

reasonable attorneys' fees and costs and liabilities of every kind, nature or degree resulting from or arising out of the claims or rights of third parties in the Drainage Easement or modification thereof. Nothing herein shall be construed as a waiver of the Second Party's sovereign immunity. Without limiting the foregoing, any and all such claims, suits, causes of action relating to damage from drainage or failure to properly drain, personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the improvements within the Property or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court is included in the indemnity. The First Party further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Second Party, First Party shall assume and defend not only itself but also the Second Party in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to Second Party, provided that Second Party shall retain the right to select counsel of its own choosing, subject to the First Party's approval which shall not be unreasonably withheld, conditioned or delayed.

6. Covenant Running with the Land. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties to this Agreement and their respective heirs, successors and assigns. The provisions contained within this Agreement shall constitute covenants running with the Property, as amended herein.

7. Modification. This Modification of Drainage Easement only affects the Property described herein. In all other respects, the Drainage Easement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date first set forth above.

“FIRST PARTY”

WITNESSES:

By: _____
JOHN GOLIA

Print Name: _____

Print Name: _____

STATE OF FLORIDA :
:SS
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by John Golia. He is personally known to me (____) or has produced _____

_____ as identification, and who did take an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

“SECOND PARTY”

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By _____

JOHN P. “Jack” SEILER, Mayor

Print Name

By _____

LEE R. FELDMAN, City Manager

Print Name

(SEAL)

ATTEST:

JEFFREY A. MODARELLI, City Clerk

Approved as to form:

CYNTHIA A. EVERETT, City Attorney

LYNN SOLOMON
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by JOHN P. “JACK” SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of
Florida.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation
of Florida.

(SEAL)

Signature: Notary Public, State of Florida

Personally Known

Name of Notary Typed, Printed or Stamped