

## RECIPROCAL DRAINAGE EASEMENT AGREEMENT

THIS RECIPROCAL DRAINAGE EASEMENT AGREEMENT (“Easement Agreement”) by and between Broward County, a political subdivision of the State of Florida (“County”) and Broward Partnership for the Homeless, Inc., a Florida not for profit corporation (“BPHI”), is entered into and effective as of the date this Easement Agreement is fully executed by the Parties (“Effective Date”). County and BPHI are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

### RECITALS

A. County is the lawful owner of that certain parcel of real property located at 900 NW 7<sup>th</sup> Avenue, Fort Lauderdale, FL 33311, as more particularly described in **Exhibit A**, attached hereto and by this reference made a part hereof, and any improvements thereon (“County Property”).

B. BPHI is the lawful owner of that certain parcel of real property located at 920 NW 7<sup>th</sup> Avenue, Fort Lauderdale, FL 33311, as more particularly described in **Exhibit B**, attached hereto and by this reference made a part hereof, and any improvements thereon (“BPHI Property”).

C. Upon their respective properties, the Parties will be performing and constructing and/or expanding certain improvements, including but not limited to a storm water drainage system that will be located on and used for the mutual benefit of both the County Property and the BPHI Property as depicted on **Exhibit C**, attached hereto and by this reference made a part hereof (collectively, the “Drainage System”).

D. County desires to obtain an easement for the Drainage System over, under, across, and through a portion of the BPHI Property.

E. BPHI desires to obtain an easement for the Drainage System over, under, across, and through a portion of the County Property.

F. The Parties desire to enter into this Easement Agreement to each grant the other Party such an easement as described in Sections 2 and 3, subject to the terms and conditions contained herein, and to establish the reciprocal rights of each Party.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are fully incorporated herein by reference.

2. County hereby grants to BPHI a non-exclusive and perpetual easement (“BPHI Easement”) for water flowage, storage, and drainage, over and across the County Property for utilization of the Drainage System now or hereafter located on the County Property.

3. BPHI hereby grants to County a non-exclusive and perpetual easement (“County Easement”) for water flowage, storage, and drainage, over and across the BPHI Property for utilization of the Drainage System now or hereafter located on the BPHI Property.

4. County and BPHI shall each have all the rights and privileges necessary or convenient for the full benefit and use of their respective easement as long as such rights and privileges are consistent with the purposes described in this Easement Agreement and each shall have the right of ingress and egress for personnel and equipment of each Party, their contractors, agents, successors, or assigns, over the adjoining lands of the other Party, their successors, and assigns, including successors in title, for the purpose of installing, operating, maintaining, or repairing the Drainage System, each of the foregoing subject to the terms and conditions hereof; provided, however, that prior to any entry onto the other’s property, the applicable Party entering onto the other Party’s property shall provide reasonable advance notice to the other Party and shall use its best efforts to minimize the interruption or adverse impact of the activity and operation on the other Party.

5. Each Party shall be responsible, at its sole cost and expense, for performing all required maintenance, repairs, construction, and reconstruction (“Maintenance”) of the Drainage System located on such Party’s property; provided, however, that any Party who causes damage to the other Party’s property shall be responsible, at its sole expense, for repairing all such damage on the other Party’s property. Each Party’s Maintenance of the Drainage System shall not unreasonably interfere with the other Party’s operations or use of property. In the event that one Party fails to maintain the Drainage System located upon its property (“Non-performing Party”), the other Party shall have the right to enter upon the property of the Non-performing Party, after giving ten (10) days advance written notice of entry, and make such repairs as may be necessary to keep the Drainage System functioning properly. The Non-performing Party shall reimburse the other Party, within thirty (30) days of demand, for all costs incurred in curing such failure to maintain. Each Party shall be responsible for the cost and expense of any applicable permitting and licensing of the Drainage System located on such Party’s property.

6. Either Party may, without the consent of the other Party, renovate, modify, reconstruct, or otherwise develop its property, provided the same does not interfere with the other Party’s use or enjoyment of the easement benefitting it under this Easement Agreement, in which case this Easement Agreement shall remain in full force and effect and the renovating, modifying, reconstructing or developing Party shall continue to allow the same volume and rate of water flowage, storage, and drainage from the other property.

7. This Easement Agreement, together with its Exhibits, contains the entire agreement between the Parties and may only be modified, amended, or terminated as set forth herein. If any term or provision of this Easement Agreement or the application thereof to any purpose or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall remain valid and enforceable. Each term and provision of this Easement Agreement shall be valid and enforceable to the full extent permitted by law. In enforcing any terms or provisions of this Easement Agreement, the Parties may pursue any and all remedies available at law or in equity, including specific performance, declaratory relief, injunctive relief, and money damages.

8. This Easement Agreement, and all conditions, obligations, and covenants set forth herein, shall not be released or amended without the written consent of both Parties as evidenced by a document signed by the Parties and recorded in the Public Records.

9. To the extent permitted by law, each Party is responsible for, and shall indemnify, defend and hold harmless the other for, all personal injury and property damage attributable to the negligent, reckless, or intentional acts or omissions of that Party and the officers, employees, and agents thereof arising in connection with the exercise of such Party's rights under this Easement Agreement or such Party's breach of this Easement Agreement.

10. This Easement Agreement shall be governed by and interpreted according to the laws of the State of Florida. Venue of any litigation or administrative proceeding concerning this Easement Agreement shall be exclusively in Broward County, Florida. In the event of litigation, each Party shall be responsible for its own costs, including attorneys' fees.

11. **JURY WAIVER. EACH PARTY WAIVES THE RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS EASEMENT AGREEMENT, OR THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS EASEMENT AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.**

12. In order for notice to a Party to be effective under this Easement Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. All notices under this Easement Agreement will be in writing addressed as to the Parties' addresses in this Section 12 below and will be deemed to have been duly given (a) when received, if personally delivered or sent for next day delivery by recognized overnight delivery service; or (b) two business days after deposit with the U.S. Postal Service, if sent by certified or registered mail, return receipt requested. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

**TO COUNTY:**

Broward County  
Attn: Real Property Director  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, FL 33301  
E-mail: [lmahoney@broward.org](mailto:lmahoney@broward.org)

**TO BPHI:**

Broward Partnership for the Homeless, Inc.  
Attn: Fran Esposito, CEO  
920 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
E-mail: [FEsposito@bphi.org](mailto:FEsposito@bphi.org)

13. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the County Property or the BPHI Property to or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Easement Agreement shall be strictly limited to and for the purposes herein expressed, and the owners of the parcels may take whatever steps are necessary to avoid dedication.

14. This Easement Agreement may be executed in counterparts, each of which, when taken together, shall be deemed a complete original document.

15. The easements, covenants, rights, and obligations herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the Parties hereto, and shall run with the lands described herein.

*(Signatures Appear on Following Pages)*



**BPHI**

Witnesses:

Broward Partnership for the Homeless, a  
Florida not for profit corporation

By: Jan Capell

By: [Signature]  
Title: Chair, Board of Directors

Name: Tom CAMPBELL

By: [Signature]

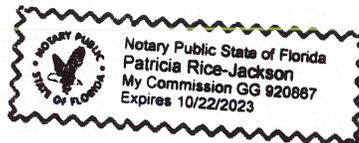
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STATE OF FLORIDA \_\_\_\_\_ )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 29th day of December, 2020 by Kenneth Gordon, as  
Board Chair of Broward Partnership a member, who is personally known to  
me or who has produced \_\_\_\_\_ as  
identification.

[NOTARIAL SEAL]

Patricia Rice-Jackson  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A  
COUNTY PROPERTY LEGAL DESCRIPTION**

ALL OF PARCEL "A" OF A RESUBDIVISION OF LOTS 1, THROUGH 15, INCLUSIVE, AND LOTS 35, THROUGH 48, INCLUSIVE, BLOCK 204, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION OF ADDITIONAL RIGHT- OF-WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 28819, PAGES 1096 THROUGH 1098, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 16 AND 17, OF BLOCK 204, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 32 THROUGH 34, OF SAID BLOCK 204 OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:

THE NORTH 10 FEET OF LOT 18, OF SAID BLOCK 204 OF PROGRESSO;

TOGETHER WITH:

THE NORTH 10 FEET OF LOT 31, OF SAID BLOCK 204 OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:

THE 7.5 FOOT PLAT RESERVATION ALONG THE REAR OF SAID LOTS 16 THROUGH 18 AND LOTS 31 THROUGH 34 FOR ALLEY PURPOSES;

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 103,925 SQUARE FEET (2.386 ACRES), MORE OR LESS.

**EXHIBIT B**  
**BPHI PROPERTY LEGAL DESCRIPTION**

A PORTION OF LOTS 18 THROUGH 31, BLOCK 204, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, ON PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LESS AND EXCEPT THAT PORTION DESCRIBED BY OFFICIAL RECORDS BOOK 2881, PAGE 1098 AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, PROGRESSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, ON PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE, NORTH 02°10'08" WEST A DISTANCE OF 29.99 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 02°10'08" WEST FOR A DISTANCE OF 135.01 FEET; THENCE, NORTH 87°51'37" EAST FOR A DISTANCE OF 255.07 FEET; THENCE, SOUTH 02°08'23" EAST FOR A DISTANCE OF 160.00 FEET; THENCE, SOUTH 87°51'37" WEST FOR A DISTANCE OF 230.00 FEET; THENCE, NORTH 47°09'17" WEST A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 40,493 SQUARE FEET (0.93 ACRES), MORE OR LESS.

