

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Eric J. Brooks, Esq.
Law Offices of Mark R. Komray, Esq., PLLC
1882 N. Tamiami Trail #3434
Fort Myers, FL 33918

Strap No: 36-43-24-01-0000A.0230

Property Address: 337 Lakeview Dr.
North Fort Myers, FL 33917

EASEMENT HOLD HARMLESS AGREEMENT

This Easement Hold Harmless Agreement (the "Hold Harmless Agreement") is made on June 26, 2024 by and between Lee County, a political subdivision of the State of Florida, whose address is 1500 Monroe Street, Fort Myers, FL 33901 ("County"), and Justin G. Ballard and Lauri A. Ballard, Trustees of the Justin G. Ballard Revocable Trust U/A dated June 24, 2022, and Lauri A. Ballard and Justin G. Ballard, Trustees of the Lauri A. Ballard Revocable Trust U/A dated June 24, 2022, collectively with an address of 337 Lakeview Drive, North Fort Myers, Florida 33917 (collectively, "Owner").

WHEREAS, Owner is the fee title holder to the property located in Lee County, Florida, and specifically described in Exhibit "A" (the "Subject Property");

WHEREAS, County has an easement over a portion of the Subject Property described in Exhibit "A", specifically a 10-foot wide utility easement running east-west along the southern boundary of the Subject Property (the "Easement"), as depicted in the Boundary Survey prepared by Starnes Surveying, Inc. and dated August 5, 2022, a copy of which is attached hereto as Exhibit "B";

WHEREAS, Owner constructed a pool, spa, and pool deck (the "Pool Deck") at the Subject Property under Lee County permit number POL2021-00125;

WHEREAS, the southeast corner of the Pool Deck as constructed extends into the Easement (see Exhibit "B");

WHEREAS, the Pool Deck as constructed will interfere with the County's easement rights as it pertains to the Easement; and

WHEREAS, the County does not object to the location of the Pool Deck as constructed, including its encroachment into the Easement, on the condition that Owner: (i) satisfactorily modify the structure of the Pool Deck to supplement the foundation of the Pool Deck where it encroaches into the Easement; and (ii) furnish the County with the instant Hold Harmless Agreement under which Owner agrees to hold the County harmless for any damage to the Pool Deck caused by the County's use and/or maintenance of the Easement, including but not limited

to the future repair, removal, and/or replacement of drainage piping or structures located within the Easement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Hold Harmless Agreement and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. So long as the Owner modifies the structure of the Pool Deck to supplement the foundation of the Pool Deck where it encroaches into the Easement to the County's satisfaction, County consents to the location of the Pool Deck as constructed, including its partial encroachment into the Easement.

B. Owner agrees to perpetually maintain the Pool Deck at no cost to the County. Owner is required to perform all such maintenance at its expense.

C. Owner agrees to construct no future improvements which would further encroach into the Easement.

D. Owner acknowledges that, after the date of this Hold Harmless Agreement and in perpetuity, County will have to take such actions as County deems necessary or advisable to maintain the Easement, and such actions may include the repair, removal, and/or replacement of drainage piping and/or drainage structures located within the Easement now or in the future (collectively, "County's Maintenance Activity").

E. Owner acknowledges that County's Maintenance Activity may cause damage to the Pool Deck and that County will have no liability nor duty to repair any damage caused to the pool deck by virtue of County's Maintenance Activity.

F. Owner agrees to hold the County, its officers, agents, contractors, consultants, and employees, harmless from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description related to or arising from damage to the Pool Deck actually or allegedly caused by the County's Maintenance Activity ("Pool Deck Damage Claims").

G. Owner releases and forever waives any such Pool Deck Damage Claims against County, whether known or unknown, arising at any time, whether prior or subsequent to the date of this Hold Harmless Agreement. Owner shall be solely responsible for repairing any damage to the Pool Deck or needed associated improvements occasioned by the County's Maintenance Activity and all costs thereof.

H. This Hold Harmless Agreement runs with the Subject Property described in Exhibit "A" and as such, will be recorded in the Public Records of Lee County by Owner.

I. This Hold Harmless Agreement is binding upon, and inures to the benefit of the parties, their respective legal representatives, successors and assigns.

J. A transfer of title to the Subject Property described in Exhibit "A" carries with it

the responsibility for compliance with this Hold Harmless Agreement as though the Hold Harmless Agreement were a covenant on the Subject Property.

K. This Agreement will be construed and enforced in accordance with Florida law.

L. This Hold Harmless constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by written agreement executed with the same formality.

In witness of the above, the parties execute this Agreement.

WITNESSES:

OWNER:

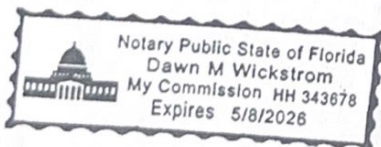
Signature: [Handwritten Signature]
Name: JESSICA FORRESTER

Signature: [Handwritten Signature]
Name: Justin G. Ballard, as Trustee of the Justin G. Ballard Revocable Trust U/A dated June 24, 2022, and as Trustee of the Lauri A. Ballard Revocable Trust U/A dated June 24, 2022

Signature: [Handwritten Signature]
Name: SHIRLEY FOWLER

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Hold Harmless Agreement was acknowledged before me this 26 day of June 2024 by Justin G. Ballard. He is personally known to me or has produced _____ as identification.



[Handwritten Signature]
Notary Signature
Dawn m. Wickstrom
Printed Name

WITNESSES:

Signature: [Handwritten Signature]
Name: JESSICA FORVICK

Signature: [Handwritten Signature]
Name: SHIRLEY FOWLER

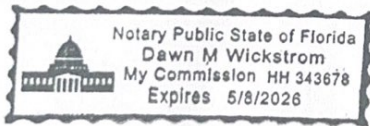
OWNER:

Signature: Lauri A. Ballard
Name: Lauri A. Ballard, as Trustee of the
Lauri A. Ballard Revocable Trust
U/A dated June 24, 2022, and as
Trustee of the Justin G. Ballard
Revocable Trust U/A dated
June 24, 2022

APPROVED AS TO FORM

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Hold Harmless Agreement was acknowledged before me this 26 day of
June, 2024, by Lauri A. Ballard. She is personally known to me or has produced
as identification.



[Handwritten Signature]
Notary Signature

Dawn M. Wickstrom
Printed Name

ATTEST:

LEE COUNTY, FLORIDA

By: _____
County Clerk

By: _____
Natural Resources Department

APPROVED AS TO FORM

By: _____
County Attorney

EXHIBIT "A"

Lot 23, Block A, BERT'S BAYSHORE MANOR SUBDIVISION, as recorded in Plat Book 9, Page 121, Public Records of Lee County, Florida, and that Part of Lot 22, Block A of said BERT'S BAYSHORE MANOR SUBDIVISION described as follows:

Commencing at the Southwest corner of Lot 22, Block A, said point being on the boundary line of Tamiami Estates Subdivision and Bert's Bayshore Manor; thence run North 25 feet to the South boundary of Lake Marie; thence run East along the South boundary of Lake Marie, a distance of 235 Feet; thence continue along the South boundary of said Lake Marie, projected East, to the Southeast side of Lot 22, Block A, of said Bert's Bayshore Manor Subdivision; thence Southwesterly along the Easterly boundary of said Lot 22 to the South boundary of said Bert's Bayshore Manor Subdivision; thence West along the South boundary of said Lot 22 a distance of 235 feet, more or less, to the Point of Beginning; said lot also being described as the South 25 feet of Lot 22 of Bert's Bayshore Manor Subdivision, as recorded in Plat Book 9, Page 121, Public Records of Lee County, Florida.

