

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, ACCEPTING, FOR RIGHT-OF-WAY PURPOSES, A ROAD
3 EASEMENT ON, OVER, ACROSS, AND THROUGH A PORTION OF REAL PROPERTY
4 LOCATED IN FORT LAUDERDALE, FLORIDA, AND OWNED BY ESS-NYFL JV
5 FLORIDA SUB II, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND
6 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

7
8 WHEREAS, ESS-NYFL JV Florida Sub II, LLC, a Delaware limited liability
9 company, is the owner of certain real property located in Fort Lauderdale, Florida
10 ("Property"), which Property is more particularly described in the legal description and
11 sketch made subject to the Road Easement, which is attached hereto and made a part
12 hereof as Attachment 1 ("Road Easement");

13 WHEREAS, ESS-NYFL JV Florida Sub II, LLC, is willing to grant the Road
14 Easement to Broward County, Florida ("County"), in accordance with the terms of the
15 Road Easement; and

16 WHEREAS, the Board of County Commissioners of Broward County, Florida
17 ("Board"), has determined that acceptance of the Road Easement serves a public
18 purpose and is in the best interest of the County, NOW, THEREFORE,

19 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
20 BROWARD COUNTY, FLORIDA:

21 Section 1. The recitals set forth in the preamble to this Resolution are true,
22 accurate, and incorporated by reference herein as though set forth in full hereunder.

23 Section 2. The Board hereby accepts the Road Easement attached as
24 Attachment 1.

25 Section 3. The Road Easement shall be properly recorded in the Official
26 Records of Broward County, Florida.

27 Section 4. Severability.

28 If any portion of this Resolution is determined by any court to be invalid, the invalid
29 portion will be stricken, and such striking will not affect the validity of the remainder of this
30 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
31 legally applied to any individual, group, entity, property, or circumstance, such
32 determination will not affect the applicability of this Resolution to any other individual,
33 group, entity, property, or circumstance.

Return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
Reno V. Pierre
Assistant County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio/Parcel ID #: 4942-32-17-0022

ROAD EASEMENT

This Easement is given by **ESS-NYFL JV FLORIDA SUB II, LLC**, a Delaware limited liability company (“Grantor”), whose principal address is 2795 East Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121, in favor of **BROWARD COUNTY**, a political subdivision of the State of Florida (“Grantee”), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

(Wherever used herein the terms, “Grantor” and “Grantee” shall include heirs, legal representatives, successors, and assigns).

RECITALS

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida (the “Property”):

See Exhibit A with accompanying sketch of description attached hereto and made a part hereof.

- B. Grantee desires a nonexclusive and perpetual easement on, over, across, under, and through the Easement Area (as defined in Section 2 herein) for public road and other appropriate purposes incidental thereto (“Easement”).
- C. Grantor is willing to grant the Easement to Grantee subject to the terms and conditions herein.

Now, therefore, for and in consideration of the mutual terms and conditions contained herein, the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor does hereby declare as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by this reference herein.

2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors, successors, and assigns the Easement on, over, under, across, and through a portion of the Property, as more particularly described in **Exhibit A**, attached hereto and made part hereof, together with any incidental or necessary appurtenances thereto (“Easement Area”).
3. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.
4. Grantee, its licensees, agents, independent contractors, successors, and assigns shall have access to the Easement Area for purposes of the Easement, and Grantee shall not access or use any other portion of the Property.
5. Grantor agrees that no obstructions that would interfere or restrict Grantee’s use of the Easement or Easement Area shall be placed upon the Property without Grantee’s prior written consent. Grantee’s use of the Easement shall not impede upon Grantor’s, Grantor’s agents, employees, representatives, or guests, use of and/or access to the Property. Except for the Easement Area, Grantee shall not disturb Grantor’s parking areas, building areas, landscaping, and/or signage on the Property.
6. Grantee, in its use of the Easement, and at its sole cost and expense, may make any non-structural or structural changes, alterations, additions, and improvements to the Easement Area (“Improvements”), as Grantee deems necessary or expedient in Grantee’s use of the Easement. Grantee shall provide Grantor with at least forty-eight (48) hours advance notice prior to commencing any Improvements upon the Easement Area. Upon completion of any Improvements on the Easement Area, Grantee shall remove all debris, except as otherwise necessary for the purposes of the Easement.
7. During the term of the Easement, Grantee shall ensure that the Easement and any Improvements installed upon the Easement Area comply with all applicable federal, state, and local laws, including but not limited to any local zoning or code ordinances (“Applicable Laws”). If Grantee, in its use of the Easement, causes the Easement Area to become non-compliant with any Applicable Laws, Grantee, at its sole cost and expense, shall cure the non-compliance within thirty (30) days after receiving written notice from Grantor detailing the non-compliance.
8. Grantee, at its sole cost and expense, shall maintain and repair the Easement and any Improvements installed upon the Easement Area, as determined by Grantee, and shall not cause any damage to the Property.
9. Grantee, in its use of the Easement, shall not cause or permit a lien to attach to the Property.

10. This Easement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
11. This Easement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
12. This Easement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement, and any action involved the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.
13. Grantee, at its own expense, is required to record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned below has made and executed this Easement on the respective date under its signature and certifies that he/she has the authority to execute this Easement.

GRANTOR

WITNESSES:

ESS-NYFL JV FLORIDA SUB II, LLC, a
Delaware limited liability company

[Signature]
Signature of Witness 1

By: [Signature]

Justin Fry
Print Name of Witness 1

Print Name: Gwyn McNeal

Title: Manager

2795 E Cottonwood Pkwy, LLC, UT 84121
Witness 1 (Address)

2nd day of October, 2024

[Signature]
Signature of Witness 2

Emily Staley
Print Name of Witness 2

2795 E. Cottonwood Pkwy LLC, UT 84121
Witness 2 (Address)

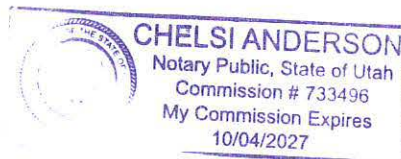
ACKNOWLEDGEMENT

Utah
STATE OF FLORIDA:
COUNTY OF BROWARD:
Salt Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2 day of October, 2024, by Gwyn McNeal, as Manager of ESS-NYFL JV FLORIDA SUB II, LLC, a Delaware limited liability company, who is personally known to me or [] who has produced _____ as identification.

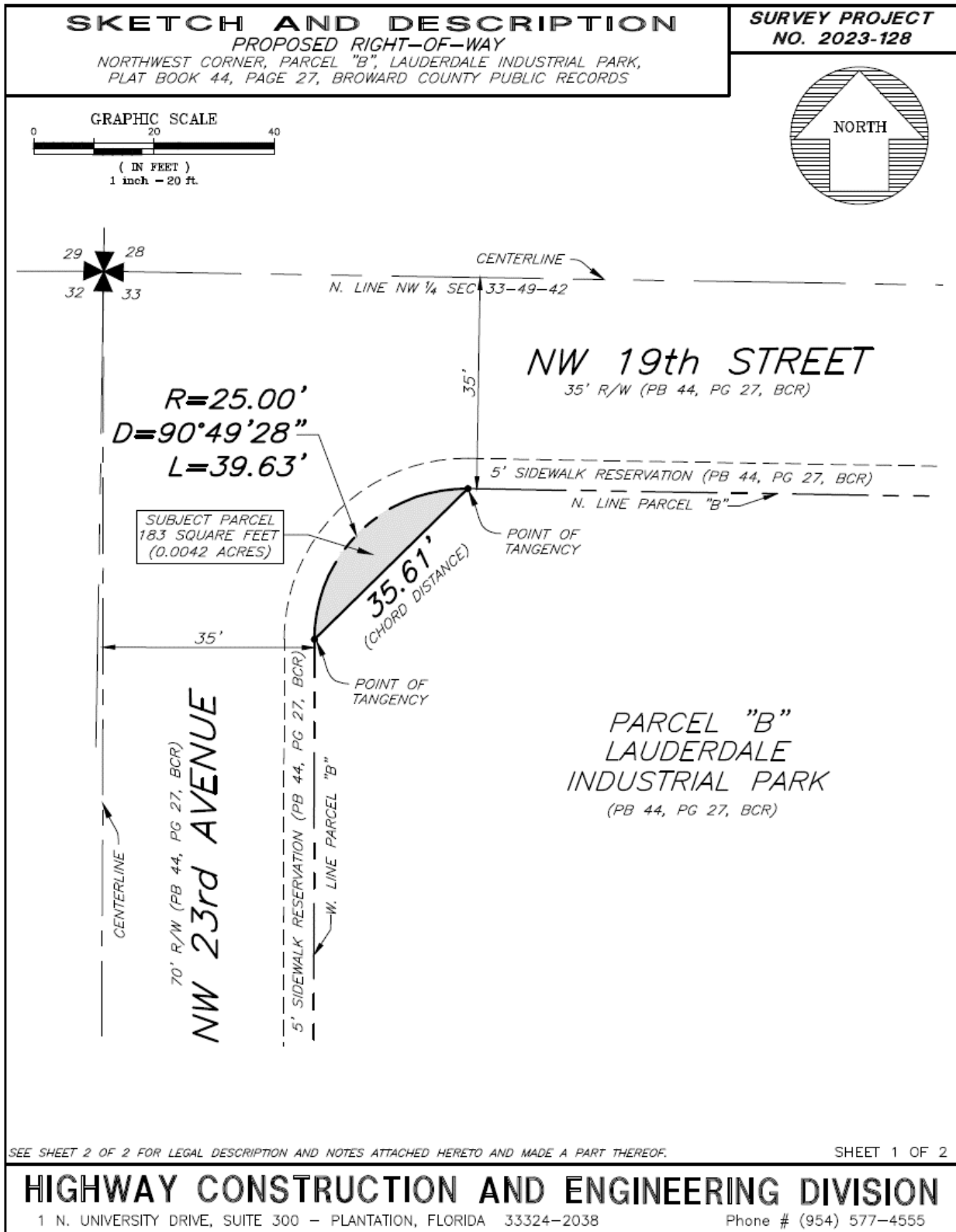
(SEAL)

[Signature]
Signature: Notary Public, State of Florida UTAH



Chelsi Anderson
Name of Notary Typed, Printed or Stamped

EXHIBIT A
DESCRIPTION OF PROPERTY AND EASEMENT



<p>SKETCH AND DESCRIPTION PROPOSED RIGHT-OF-WAY NORTHWEST CORNER, PARCEL "B", LAUDERDALE INDUSTRIAL PARK, PLAT BOOK 44, PAGE 27, BROWARD COUNTY PUBLIC RECORDS</p>	<p>SURVEY PROJECT NO. 2023-128</p>										
<p><u>LEGEND</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">R/W - RIGHT-OF-WAY</td> <td style="width: 50%;">BCR - BROWARD COUNTY PUBLIC RECORDS</td> </tr> <tr> <td>ORB - OFFICIAL RECORD BOOK</td> <td>R - RADIUS</td> </tr> <tr> <td>PB - PLAT BOOK</td> <td>D - DELTA/CENTRAL ANGLE</td> </tr> <tr> <td>PG - PAGE</td> <td>L - ARC LENGTH</td> </tr> <tr> <td>SEC - SECTION</td> <td></td> </tr> </table>		R/W - RIGHT-OF-WAY	BCR - BROWARD COUNTY PUBLIC RECORDS	ORB - OFFICIAL RECORD BOOK	R - RADIUS	PB - PLAT BOOK	D - DELTA/CENTRAL ANGLE	PG - PAGE	L - ARC LENGTH	SEC - SECTION	
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<p><u>DESCRIPTION</u></p> <p>A PORTION OF PARCEL "B", PLAT OF "LAUDERDALE INDUSTRIAL PARK", AS RECORDED IN PLAT BOOK 44, PAGE 27, BROWARD COUNTY PUBLIC RECORDS, LYING NORTHWESTERLY OF THE CHORD OF AN ARC WHICH IS CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND TANGENT TO THE NORTH LINE OF SAID PARCEL "B", AND TANGENT TO THE WEST LINE OF SAID PARCEL "B".</p> <p>SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 183 SQUARE FEET, (0.0042 ACRES) MORE OR LESS.</p>											
<p><u>SURVEY NOTES</u></p> <ol style="list-style-type: none"> 1. THE LAND "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE REVIEWING SURVEYOR BASED ON THE INSTRUCTIONS FROM THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION, DESIGN SECTION. 2. SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION: <ol style="list-style-type: none"> a. PLAT OF "LAUDERDALE INDUSTRIAL PARK", AS RECORDED IN PLAT BOOK 44, PAGE 27, BROWARD COUNTY PUBLIC RECORDS. 											
SHEET 2 OF 2											
<p>CERTIFICATE <i>SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.</i></p> <p>I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND DO NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE SET FORTH UNDER RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p>											
<p>NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p>	<p style="text-align: center;">Eric B Augusto Digitally signed by Eric B Augusto Date: 2023.12.27 12:05:42 -05'00'</p> <p>PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA ERIC B AUGUSTO</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">DATE OF SKETCH</td> <td style="width: 25%;">DRAWN BY</td> <td style="width: 25%;">CHECKED BY</td> <td style="width: 25%;">MANAGER</td> </tr> <tr> <td>12/26/2023</td> <td>M.N.</td> <td>EBA</td> <td>EBA</td> </tr> </table>	DATE OF SKETCH	DRAWN BY	CHECKED BY	MANAGER	12/26/2023	M.N.	EBA	EBA		
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<p>HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION</p> <p>1 N. UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555</p>											

SKETCH NO. 2023-128 LEGAL.DWG