

**GRANT OF NON-EXCLUSIVE INGRESS/EGRESS FOR  
FENCE INSTALLATION AND MAINTENANCE**

THIS GRANT OF NON-EXCLUSIVE INGRESS/EGRESS (“Easement”) is given by CITY OF LAUDERHILL (“Grantor”), whose address is 5581 West Oakland Park Boulevard, Lauderhill, Florida 33313, to GOV Ft Lauderdale LLC. F/K/A RP FT LAUDERDALE, LLC. (“Grantee”), whose address is 720 W Fifth Street Suite A Winston-Salem North Carolina 27101

**RECITALS**

WHEREAS, Grantor is the owner of certain real property more particularly described upon Exhibit “A” attached hereto and incorporated herein by reference (“Easement Area”); and

WHEREAS, Grantor desires to grant a perpetual, non-exclusive ingress and egress easement over, across and through the Easement Area in order to provide for the Grantee to have access to, and ingress and egress over the described premises to maintain, repair, install, modify, improve, upgrade, operate or utilize a gate, fence and/or wall within the designated premises as may become necessary from time to time; and

WHEREAS, Grantor has the legal right and ability to grant the easements described herein.

NOW THEREFORE, and in consideration of the mutual covenants, benefits and agreements of the parties hereto and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated hereby reference.
2. Grantor hereby grants and conveys to Grantee, its successors and assigns (“Grantee”), a perpetual, non-exclusive easement for ingress and egress and access over, across and through the Easement Area for the purpose of providing Grantee with non-exclusive access to the described premises to maintain, repair, install, modify, improve, upgrade, operate or utilize the gate, fence and/or wall within the designated premises as may become necessary from time to time.
3. Grantee shall be solely responsible for designing, constructing and maintaining the described premises, and repair, install, modify, improve, upgrade, operate or utilize the gate, fence and/or wall within the designated premises as may become necessary from time to time in a manner consistent with all applicable city and state codes and as approved by Grantor, with the understanding that Grantor has no obligation to replace or reinstall said improvement if Grantor ever has the need to remove or modify the improvement for access or use of Grantor’s property.
4. This Easement shall continue in perpetuity and shall only be terminated upon recordation in the Public Records of Broward County, Florida of a written termination document

executed by Grantor, Grantee, their successors or assigns and any entity which has recorded a mortgage which encumbers the Easement Area.

5. The provisions of this Easement shall be binding upon Grantor, its successors and assigns. The Easement granted herein shall run with the land and shall inure to the benefit of any and all owners and occupants of the property, its agents, employees, contractors, subcontractors, customers, invitees, licensees, lessees, sublessees, assigns, successors and mortgagees.

6. Grantor may for its own purposes utilize the Easement Area and shall retain the right of free ingress and egress on and over the Easement Area; provided that in no event shall any of the rights herein reserved to Grantor impede the easement herein granted or the exercise of said rights of use therein granted to Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement on the date set forth below.

Witnesses:

GRANTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Desorae Giles-Smith, City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date signed: \_\_\_\_\_

STATE OF FLORIDA:

BROWARD COUNTY:

Sworn to (or affirmed) and subscribed before me by means of  personal presence or  online notarization, by DESORAE GILES SMITH, as City Manager for the City of Lauderhill (Grantor) who is personally known, or who has produced \_\_\_\_\_ as identification, and who first being duly sworn, has read the foregoing and acknowledges that all of the matters stated herein are true and correct.

Sworn and Subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida

Witnesses:

Jill Choplin  
Signature

Jill Choplin  
Print Name

Rebecca R.  
Signature

Rebecca R.ig  
Print Name

GRANTEE:

Jacqlyn Piscetelli  
Signature

Jacqlyn Piscetelli  
Jacqlyn Piscetelli, Authorized Signatory

Date signed: 01/24/2024

STATE OF NORTH CAROLINA:

FORSYTH COUNTY:

Sworn to (or affirmed) and subscribed before me by means of  personal presence or  online notarization, by JACQLYN PISCETELLI, as Authorized Signatory for GOV Ft Lauderdale, LLC (Grantee) who is personally known, or who has produced \_\_\_\_\_ as identification, and who first being duly sworn, has read the foregoing and acknowledges that all of the matters stated herein are true and correct.

Sworn and Subscribed before me  
this 24 day of January, 2024.

My Commission Expires:

Jill A Choplin  
NOTARY PUBLIC - State of North Carolina

