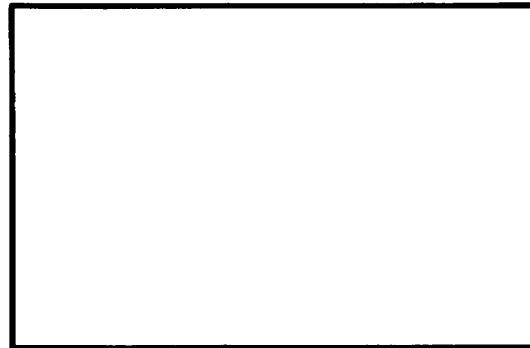


PREPARED BY AND RETURN TO:

BRENDAN ALOYSIUS BARRY, ESQ.
Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

Folio No: 30-3112-091-0010



(Space Reserved for Recording Information)

RIGHT OF WAY AND PEDESTRIAN SIDEWALK EASEMENT

THIS INDENTURE, made this ___ day of May, 2022, by and between: **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation, whose principal address is 900 Southeast 3rd Avenue, Fort Lauderdale, FL 33316, hereinafter "Grantor",

and

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose Post Office is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter the "Grantee", its successors and assigns.

WITNESSETH:

WHEREAS, Grantor is the Leasehold Owner pursuant to that certain Lease Agreement between Grantor and Grantee dated August 22, 2017, as amended by that certain First Amendment to Lease Agreement dated November 8, 2018, as evidenced by that certain Memorandum of Lease dated September 19, 2019, recorded in Instrument No. 116065605, of the Public Records of Broward County, Florida (the "Lease Agreement").

WHEREAS, Grantee is the fee simple owner of that certain real property located in the City of Fort Lauderdale, Broward County, Florida, more particularly described in the Lease Agreement "Leased Premises."

WHEREAS, the Grantor is in the process of developing the project known as "LA Lee YMCA Mizell Community Center" on the Leased Premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold unto the said Grantee, its successors and assigns, the following easements:

i. Right of Way/Ingress and Egress Easement. Non-exclusive right of way easement for public transportation and right of ingress and egress for the public, for the installation and maintenance of Grantee facilities, infrastructure and utilities, for access to and the installation and maintenance of private utilities authorized by law for placement within the public rights-of-way, for the right of access to the area more particularly described below (the "Right of Way/Ingress and Egress Easement Area"), to Grantee facilities, infrastructure and public and private utilities and the right to provide service to maintain, repair and replace Grantee facilities,

infrastructure, public and private utilities and the Right of Way/Ingress and Egress Easement Area, and all other public purposes related thereto, as Grantee may deem necessary over, along, through, in, above, within and under the Right of Way/Ingress and Egress Easement Area lying and being in Fort Lauderdale, Broward County, Florida, described on **Exhibit "A"** attached hereto.

ii. First Pedestrian Sidewalk Access Easement. Non-exclusive easement for sidewalk infrastructure and for pedestrian and other modes of travel as permitted by state and city laws, ordinances, rules and regulations, as amended, for ingress and egress and the right to access and install, inspect, test, maintain, repair, relocate, rehabilitate and replace such sidewalk infrastructure from time to time within the area more particularly described below (the "First Sidewalk Easement Area"), and all other public purposes related thereto, as Grantee may deem necessary over, along, through, in, above, within and under the First Sidewalk Easement Area lying and being in Fort Lauderdale, Broward County, Florida, described on **Exhibit "B"** attached hereto.

iii. Second Pedestrian Sidewalk Access Easement. Non-exclusive easement for sidewalk infrastructure and for pedestrian and other modes of travel as permitted by state and city laws, ordinances, rules and regulations, as amended, for ingress and egress and the right to access and install, inspect, test, maintain, repair, relocate, rehabilitate and replace such sidewalk infrastructure from time to time within the area more particularly described below (the "Second Sidewalk Easement Area"), and all other public purposes related thereto, as Grantee may deem necessary over, along, through, in, above, within and under the Second Sidewalk Easement Area lying and being in Fort Lauderdale, Broward County, Florida, described on **Exhibit "C"** attached hereto.

Grantor hereby covenants with said Grantee that said Grantor is lawfully seized of Leasehold Estate under the Lease Agreement in and to the easement areas identified above and that Grantor hereby fully warrants and defends the title to the Leasehold Estates (under the Lease Agreement) interest in the easement areas identified above against the lawful claims of all persons whomsoever. Grantor shall not make any improvements within the easement areas identified above which will conflict or interfere with the easements granted herein. This easement is intended to be binding on the Grantor, its successors and/or assigns, and its leasehold interest including any renewals thereof.

*("Grantor" and "Grantee" are used for singular or plural, as context requires.)

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns during the term of the Lease Agreement.

[EXECUTION COMMENCE ON FOLLOWING PAGE]

IN WITNESSES WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

[Signature]
Monte A. Russell

[Witness print/type name]

[Signature]
Christina Belis

[Witness print/type name]

GRANTOR:

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation

By: [Signature]
Sheryl Woods, President/CEO

STATE OF FLORIDA
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online, this 27 day of April, 2022, by Sheryl Woods, as President/CEO of YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation, and is authorized to sign this instrument on behalf of YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation, She is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

APPROVED AS TO FORM:

_____, Esq.
Assistant City Attorney

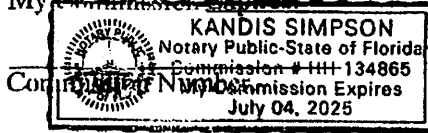
[Signature]

Notary Public, State of Florida
Signature of Notary taking Acknowledgement.

Kandis Simpson

Name of Notary Typed, Printed or Stamped.

My Commission Expires



JOINDER AND CONSENT BY MORTGAGEE

THIS INDENTURE, made this ___ day of April, 2022, by TRUIST BANK F/K/A SUNTRUST BANK (hereinafter "Mortgagee").

That Mortgagee, the holder of that certain Mortgage and Security Agreement executed by Young Men's Christian Association of South Florida, Inc., a Florida not-for-profit corporation, dated September 19, 2019, recorded as Instrument Number 116065609 of the Public Records of Broward County, Florida, does hereby joins in and consents to execution and delivery of the attached Right of Way, Utility and Sidewalk Easement.

IN WITNESS OF THE FOREGOING, the Mortgagee has set its hand and seal the day and year first written above.

WITNESSES:
Lauren Ramos

Print Name: LAUREN RAMOS

Soledad Rivera

Print Name: Soledad Rivera

MORTGAGEE:

TRUIST BANK F/K/A SUNTRUST BANK

By: *DKR*

Printed name: David K. Ross

Title: Senior Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, me by means of physical presence or online, this 28 day of April 2022, by David K Ross (Print Name), as SVP (Print Title) for TRUIST BANK F/K/A SUNTRUST BANK, who is personally known to me or has produced FLDL as identification and who (did not) (did) take an oath.

(SEAL)



Kerly Vallejo
Notary Public, State of Florida

Kerly Vallejo
Name of Notary (Typed/Printed/Stamped)
My commission expires: 2/20/2026

JOINDER AND CONSENT BY MORTGAGEE

THIS INDENTURE, made this 6 day of May, 2022, by **FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY** (hereinafter "Mortgagee").

That Mortgagee, the holder of that certain Second Leasehold Mortgage Deed and Security Agreement in favor of Mortgagee, executed by Young Men's Christian Association of South Florida, Inc., a Florida not-for-profit corporation, dated September 19, 2019, and recorded as Instrument Number 116065615, of the Public Records of Broward County, Florida, does hereby joins in and consents to execution and delivery of the attached Right of Way and Pedestrian Sidewalk Easement.

IN WITNESS OF THE FOREGOING, the Mortgagee has set its hand and seal the day and year first written above.

WITNESSES:

Donna Varisco
Print Name: Donna Varisco

Rebecca McCham
Print Name: Rebecca McCham

MORTGAGEE:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

By: [Signature]
Printed name: Chris Lagerbloom
Title: EXECUTIVE DIRECTOR

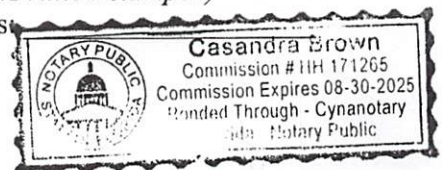
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, me by means of physical presence or online, this 6th day of May 2022, by Christopher J. Lagerbloom (Print Name), as Executive Director (Print Title) for **FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**, who is personally known to me or has produced _____ as identification and who (did not) (did) take an oath.

(SEAL)

[Signature]
Notary Public, State of Florida

Name of Notary (Typed/Printed/Stamped)
My commission expires



JOINDER AND CONSENT BY SUB-LESSEE

THIS INDENTURE, made this ___ day of April, 2022, by YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA SUPPORT ORGANIZATION, INC., a Florida not-for-profit corporation (hereinafter "Sub-Lessee").

That Sub-Lessee, of that certain Sub-Lease Agreement by and between Sub-Lessee and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation (the "Sub-Lessor"), dated September 19, 2019 (the "Sub-Lease"), as evidenced by that certain Memorandum of Sub-Lease dated September 19, 2019, and recorded as Instrument Number 116065606 of the Public Records of Broward County, Florida, and as further evidenced by that certain Memorandum of Operating Lease dated September 19, 2019, and recorded as Instrument Number 116065607 of the Public Records of Broward County, Florida, hereby joins in and consents to execution and delivery of the attached Right of Way, Utility and Sidewalk Easement.

IN WITNESS OF THE FOREGOING, the Sub-Lessee has set its hand and seal the day and year first written above.

WITNESSES:
[Signature]
Print Name: Monte A. Russell
[Signature]
Print Name: Christina Belis

SUB-LESSEE:

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA SUPPORT ORGANIZATION, INC.

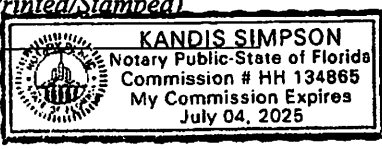
By: [Signature]
Printed name: Sheryl A Woods
Title: President/CEO

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, me by means of physical presence or online, this 27 day of April 2022, by Kandis Simpson (Print Name), as HR Dept. Specialist (Print Title) for YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA SUPPORT ORGANIZATION, INC., who is personally known to me or has produced _____ as identification and who (did not) (did) take an oath.

(SEAL)

[Signature]
Notary Public, State of Florida
Kandis Simpson
Name of Notary (Typed/Printed/Stamped)
My commission expires:



JOINDER AND CONSENT BY MORTGAGEE

THIS INDENTURE, made this 6 day of May, 2022, by **CITY OF FORT LAUDERDALE** (hereinafter "Mortgagee").

That Mortgagee, the holder of that certain Community Development Block Grant Program Third Leasehold Mortgage in favor of Mortgagee, executed by Young Men's Christian Association of South Florida, Inc., a Florida not-for-profit corporation, dated September 19, 2019, and recorded as Instrument Number 116065617, of the Public Records of Broward County, Florida, does hereby joins in and consents to execution and delivery of the attached Right of Way and Pedestrian Sidewalk Easement.

IN WITNESS OF THE FOREGOING, the Mortgagee has set its hand and seal the day and year first written above.

WITNESSES:

Donna Varisco

Print Name: Donna Varisco

R. McClam

Print Name: Rebecca McClam

MORTGAGEE:

[Signature]
CITY OF FORT LAUDERDALE

By: [Signature]

Printed name: Chris Lagerboom

Title: City Manager

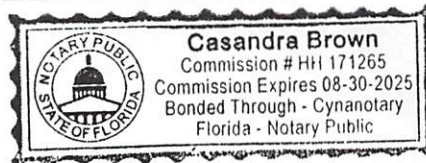
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, me by means of physical presence or online, this 6th day of May, 2022, by Christopher J. Lagerboom (Print Name), as Executive Director (Print Title) for **CITY OF FORT LAUDERDALE**, who is personally known to me or has produced _____ as identification and who (did not) (did) take an oath.

(SEAL)

[Signature]
Notary Public, State of Florida

Name of Notary (Typed/Printed/Stamped)
My commission expires: _____





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L
05/06/22

Today's Date: 5/3/2022

DOCUMENT TITLE: RIGHT OF WAY AND PEDESTRIAN SIDEWALK EASMENT FOR YMCA - FOLIO # 30-3112-091-0010

COMM. MTG. DATE: 8/22/2017 CAM #: 17-0279 ITEM #: R-2 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: S.Sierra X5598 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Sonia Sonia X5598 # of originals routed: 1 Date to CAO: 5/3/22

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 5/3/22 Lynn Solomon [Signature]
Attorney's Name Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 05/04/22

4) City Manager's Office: CMO LOG #: May-8 Document received from: CEO

Assigned to: CHRIS LAGERBLOOM TARLESHA SMITH GREG CHAVARRIA
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward ___ originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards ___ originals to CCO Date: _____

2X RETURN: 05/06/22

8) City Clerk: Scan original and forwards ___ originals to: Sonia Sierra X5598 - CAO

Attach certified Reso # 17-167X YES NO

Original Route form to Sonia X5598