

Prepared By and Return To:

Greenberg Traurig, P.A.
333 S.E. 2nd Ave., 41st Floor
Miami, FL 33131
Attn: Kimberly S. LeCompte, Esq.

**TEMPORARY CONSTRUCTION AND PERMANENT ACCESS AND MAINTENANCE
EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND PERMANENT ACCESS AND MAINTENANCE EASEMENT AGREEMENT (the “**Agreement**”) is made effective as of this ___ day of _____, 2026 (the “**Effective Date**”) by the **CITY OF COCONUT CREEK**, a Florida municipal corporation, whose address is 4800 West Copans Road, Coconut Creek, Florida 33063 (the “**Grantor**”), and **COCOMAR PROPERTY OWNER, LLC**, a Delaware limited liability company, whose mailing address is 788 East Las Olas Blvd., Suite 201, Fort Lauderdale, Florida 33301 (“**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**,” and separately as a “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Broward County, Florida, known as “Coco Point Park”, located at 4870 Northwest 6th Street, Coconut Creek, Florida 33063, Parcel No. 484231110810, Lakewood East Sec. 2 94-31 B Park Site (the “**Grantor Property**”).

WHEREAS, Grantee is constructing (or will construct) two (2) small solar-powered lighting fixtures and one (1) solar charger on the Grantor Property (the “**Improvements**”).

WHEREAS, Grantee desires to obtain, and the Grantor desires to grant and create, on the terms and conditions hereinafter set forth, certain non-exclusive easements over, under, and upon the Grantor Property, to be used in common with the owners from time to time of the Grantor Property and all tenants, guests, invitees, licensees, agents, contractors, subcontractors, partners, representatives, lenders, successors, assigns, affiliates, employees, staff, officers, supervisors, predecessors, subsidiaries, members, managers, directors, insurers, administrators, and executors of such owners (collectively, the “**Grantor Parties**”), all as more particularly described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easements**. Grantor hereby grants to Grantee, and the other Grantee Easement Beneficiaries (as hereinafter defined), the following easements, each of which shall be in favor of and appurtenant to the Grantee Property and will be used in common with the Grantor Parties: (a) a temporary construction easement over, under and across the Grantor Property for the construction and installation of the Improvements (the “**Temporary Construction Easement**”)

and (b) a permanent, non-exclusive easement on, over, under, across, and upon the Grantor Property for permanent access to and maintenance of the Improvements (the “**Permanent Maintenance Easement**”). For purposes of this Easement Agreement, the term “**Grantee Easement Beneficiaries**” shall mean Grantee and its guests, invitees, licensees, agents, contractors, subcontractors, suppliers, consultants, partners, representatives, employees, and any director, officer, partner, member, manager, affiliate, or subsidiary of the Grantee who need to access the Grantor Property for the purpose of accessing and maintaining the Improvements. The Temporary Construction Easement shall automatically terminate upon the completion of the construction and installation of the Improvements.

3. **Maintenance and Repair.** Grantee shall inspect the Improvements quarterly and shall be responsible, at Grantee’s sole cost and expense, for maintaining, repairing, and restoring the Improvements, as applicable, in compliance with all applicable laws, rules, regulations, permits, licenses, leases and approvals. Grantor shall have the right to inspect the Improvements and provide written notice of any reasonably required repairs and maintenance of the Improvements to Grantee and Grantee shall complete such repair and/or maintenance within sixty (60) days of such written notice (or such longer period of time as reasonably required to complete such repair). Grantee shall use the Grantor Property in a manner which does not otherwise impede the Grantor Parties’ use of the Grantor Property, excluding ordinary wear and tear and damage by the elements or by Grantor or the Grantor Parties or if otherwise not caused by Grantee or the Grantee Easement Beneficiaries. To the extent Grantee, during the course of its maintenance and repairs of the Improvements and access over the Grantor Property, damages Grantor Property, Grantee shall restore the Grantor Property to the same condition that existed prior to such damage in accordance with all laws, ordinances, codes, regulations and engineering standards then in effect, or, at Grantor’s option, reimburse Grantor for any repair or restoration costs for any damage to the Grantor Property. In the event that Grantee does not perform any such maintenance obligations set forth herein and such maintenance obligations remain unperformed fifteen (15) days following receipt of written notice from the Grantor, then in such event the Grantor shall have the right, but not the obligation, to perform such maintenance at the cost and expense of the Grantee. In the event that the Grantor performs any such maintenance, the Grantee shall pay to the Grantor all costs and expenses incurred by the Grantor, as evidenced by paid invoices setting forth such amounts together with interest thereon equal to ten percent (10%) per annum within thirty (30) days following the Grantee’s receipt of the written demand thereof.

4. **Compliance With Laws.** Grantee and the Grantee Easement Beneficiaries shall at all times observe in the use of the easements all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations.

5. **Liens.** The Grantee Easement Beneficiaries shall keep the Grantor Property (and all portions thereof) at all times free of construction and/or mechanics’ liens, and all other liens for labor, services, supplies, equipment, or materials purchased or procured, directly or indirectly, by or on behalf of or at the direction of any of the Grantee Easement Beneficiaries (or any entity related or affiliated with any of the Grantee Easement Beneficiaries). Grantee agrees that it will promptly pay and satisfy all such liens of contractors, subcontractors, mechanics, laborers, materialmen, and others of like character. In the event any such construction or mechanics’ liens shall be made or filed, Grantee shall bond against or discharge same within ten (10) days after the filing of same. None of the Grantee Easement Beneficiaries shall have any authority to create any

liens for labor or material on the Grantor Property (or any portion thereof), and all persons contracting with any of the Grantee Easement Beneficiaries (or any entity related or affiliated with any of the Grantee Easement Beneficiaries) for the performance of any services, supply of any materials, or provision of any labor for any work done in, on, or around the Grantor Property (or any portion thereof), and all materialmen, contractors, subcontractors, suppliers, mechanics, and laborers are hereby charged with notice that they must look solely to the applicable Grantee Easement Beneficiaries, as applicable, to secure payment of any bill for work done or material furnished at the request or instruction of any of the Grantee Easement Beneficiaries (or any entity related or affiliated with any of the Grantee Easement Beneficiaries). Additionally, in no event shall any of the Grantee Easement Beneficiaries (or any entity related or affiliated with any of the Grantee Easement Beneficiaries) file any notice of commencement against the Grantor Property (or any portion thereof) without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed. The terms of this Section 5 shall survive termination of this Agreement.

6. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties (or their successors) and recorded in the Public Records of Broward County, Florida; provided, however, that with respect to any portion of the Grantor Property for which a condominium or master homeowners' association then exists, the instrument of amendment shall be executed by such association(s) in lieu of the owner of such portion(s) of the Grantor Property. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party must be in writing and shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. The terms of this Section 6 shall survive termination of this Agreement.

7. **Indemnity and Insurance.**

(a) **Indemnity.** Grantee shall indemnify and hold harmless the Grantor Parties from any and all liability, loss, or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs (at all trial and appellate levels) and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against the Grantor Parties which arise out of any use of the Grantor Property by the Grantee Easement Beneficiaries or the exercise of the rights granted hereunder to the Grantee Easement Beneficiaries, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property, provided however, that Grantee's obligation to indemnify, defend and hold harmless shall not apply to Claims arising from the gross negligence or willful misconduct of any of the Grantor Parties or their agents. The terms of this Section 7(a) shall survive termination of this Agreement.

(b) **Insurance.** Grantee shall obtain from reputable insurer(s) authorized to do business in the State of Florida having a rating of at least "A-VII" by A.M. Best Company, unless otherwise approved by Grantor, and provide to Grantor a certificate of insurance evidencing Grantee has obtained, commercial general liability insurance on an occurrence basis with limits of

not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate (it being understood, however, that the availability of such insurance shall not serve to limit or define the scope of Grantee's indemnity obligations under this Agreement). Grantee shall obtain worker's compensation insurance meeting the legally mandated limits of coverage. The commercial general liability insurance shall be primary and non-contributory as to coverage for claims arising out of the installation, maintenance, and presence of the Improvements within the Grantor Property. The commercial general liability insurance shall contain a waiver of subrogation to the extent permitted by law in favor of Grantor, shall name Grantor Parties as additional insured, shall be occurrence-based, and shall be maintained in full force and effect for so long as the Grantee maintains the Improvements within the Grantor Property or until termination of this Agreement.

8. **Exercise of Rights.** The rights and easements created by this Agreement are subject to the following provisions:

(a) The Grantee Easement Beneficiaries' exercise of rights hereunder shall be consistent with all applicable laws, rules, regulations, permits, and approvals related in any way to the Grantor Property.

(b) Grantor makes no representation that the Grantor Property is suitable for the exercise of the rights granted hereunder.

(c) Nothing herein shall be construed to limit in any way the Grantor Parties' exercise of its rights to the Grantor Property provided that such exercise of rights does not materially interfere with the use or enjoyment of any rights granted to the Grantee Easement Beneficiaries herein nor frustrate the purpose of Grantee's use of the Grantor Property. For example, the Grantor Parties shall continue to have the rights to use the Grantor Property or allow the use of the Grantor Property by others, in common with the Grantee Easement Beneficiaries, provided that such exercise of rights does not materially interfere with the Grantee Easement Beneficiaries' use or enjoyment of the Grantor Property.

(d) Grantor reserves all rights not expressly inconsistent with the easement and rights granted herein, including, without limitation, the right to grant further easements on, over and across the Grantor Property provided that such additional easement(s) does not materially interfere with the use or enjoyment of any rights granted to the Grantee Easement Beneficiaries herein nor frustrate the purpose of Grantee's use of the Grantor Property.

9. **Default.** A default by the Grantor or Grantee under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance. Without limiting the foregoing, in the event that either Grantor or Grantee fails to perform its obligations under this Agreement, after fifteen (15) days prior written notice from the non-defaulting party reasonably specifying the obligations to be performed (provided, however, that in the event that the default is such that it creates, or fails to render safe, any hazardous situation on the Grantor Property or any portion thereof that threatens life or property on the Grantor Property or any portion thereof, then promptly after prior written notice from Grantor specifying the obligations to be performed), then the non-defaulting party shall have the right to perform such obligations, whereupon the defaulting

party shall be obligated to reimburse the non-defaulting party for the costs so incurred by the non-defaulting party, together with interest at the rate of ten percent (10%) per annum, within thirty (30) days after written notice from the non-defaulting party demanding payment.

10. **Enforcement.** In the event that the Grantor or Grantee seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for all trial, alternative dispute resolution, or appellate proceedings. The terms of this Section 10 shall survive termination of this Agreement.

11. **Termination.** This Agreement may not be terminated, except by a further agreement in writing duly executed by the Parties (or their successors) and recorded in the Public Records of Broward County, Florida; provided, however, that with respect to any portion of the Grantor Property for which a condominium or master homeowners' association then exists, the instrument of termination shall be executed by such association(s) in lieu of the owner of such portion(s) of the Grantor Property. Notwithstanding anything to the contrary contained in this Easement Agreement, the obligations hereunder, as they relate to the Temporary Construction Easement (including, without limitation, maintenance and indemnification obligations), shall automatically terminate upon the termination of the Temporary Construction Easement.

12. **Estoppel Certificates.** Grantor may, at any time and from time to time, deliver a written notice to Grantee (or its successor) to execute a certificate certifying (i) that Grantor is not in default in the performance of its obligations under this Agreement, or, if in default, describing therein the nature and amount of any default with specificity, and (ii) other such matters as Grantor may reasonably request. Grantee shall execute and return such certificate within ten (10) business days following its receipt thereof. Failure by Grantee to so execute and return such certificate within the specified period shall be deemed an admission on Grantee's part that Grantor is current and not in default in the performance of Grantor's obligations under this Agreement. Such certificate may be relied upon by all transferees, mortgagees, and security deed holders of Grantor.

13. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, or by electronic email addressed to the other party at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver notice on behalf of the Grantor and Grantee, respectively.

If to Grantor:

City of Coconut Creek
4800 West Copans Road

Coconut Creek, Florida 33063
Attn: City Manager
Email: citymanager@coconutcreek.net

With copies to:

City Attorney at the same address
Email: cityattorney@coconutcreek.net

If to Grantee:

Cocomar Property Owner, LLC
c/o Greystar Development East, LLC
788 East Las Olas Blvd., Suite 201
Fort Lauderdale, Florida 33301
Attn: Lewis Stoneburner
Email: lstoneburner@greystar.com

With copies to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite 4400
Miami, FL 33131
Attn: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

14. **Third Parties.** This Agreement is solely for the benefit of the Grantor and Grantee (and Grantor's successors and assigns), no right or cause of action shall accrue upon, to, or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee, and their respective successors and assigns, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Nothing contained in this Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party. The terms of this Section 14 shall survive termination of this Agreement.

15. **Controlling Law; Venue.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Broward County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement. The terms of this Section 15 shall survive termination of this Agreement.

16. **Relationship Of Parties.** Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

17. **Severability**. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable. The terms of this Section 17 shall survive termination of this Agreement.

18. **Exhibits**. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

19. **Binding Effect**. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, transferees, and/or licensees.

20. **Authorization**. By execution below, Grantor and Grantee each represent that such Party has been duly authorized by the appropriate body or official of its entity to execute this Agreement and that such Party has complied with all the requirements of law applicable to its entity. By execution below, Grantor and Grantee each represent that they have full power and authority to comply with the terms and provisions of this Agreement.

21. **Paragraph Headings**. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

22. **Entire Agreement**. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

23. **Construction**. All of the parties to this Agreement have participated in the negotiation of this Agreement and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

24. **Counterparts**. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

25. **Waiver of Jury Trial**. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY IN CONNECTION THEREWITH. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT. THE TERMS OF THIS SECTION 25 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

26. **Further Assurances**. Each Party shall execute and deliver such other certificates, agreements and documents and take such other action as may be reasonably required to consummate or implement the transactions contemplated by this Agreement provided the same

does not increase such Party's obligations and liabilities or reduce such Party's rights under this Agreement other than to a de minimis extent.

27. **Time of Essence**. Time is of the essence under this Agreement.

28. **No Public Dedication**. This Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use and the parties may, by mutual agreement, terminate or modify their respective rights and obligations hereunder without the consent of any governmental authority or agency.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date set forth above.

GRANTOR:

Signed, sealed and delivered in the presence of:

CITY OF COCONUT CREEK, a Florida municipal corporation

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ___ day of _____, 2026, by _____, as _____ of **CITY OF COCONUT CREEK**, a Florida municipal corporation, on behalf of such entity. Such individual is [] personally known to me or [] has produced _____ as identification.

Notary Stamp/Seal:

Notary Signature: _____
Notary Print: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

[Signature Page to Temporary Construction and Permanent Access and Maintenance Easement Agreement]

GRANTEE:

Signed, sealed and delivered in the presence of:

COCOMAR PROPERTY OWNER, LLC, a Delaware limited liability company

Austin Judd

Print Name: Austin Judd
Address: 788 East Las Olas Blvd. Suite 201
Fort Lauderdale, FL 33301

By: Herbert Klotz
Name: Herbert Klotz
Title: Vice President

Sergio Claude

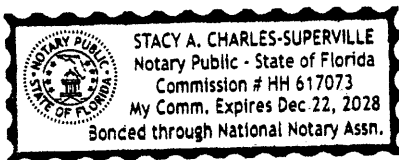
Print Name: Sergio Claude
Address: 788 East Las Olas Blvd #201
Fort Lauderdale, FL 33301

THE STATE OF FLORIDA §

COUNTY OF BROWARD §

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 15th day of June, 2026, by Herbert Klotz, as Authorized Person of **COCOMAR PROPERTY OWNER, LLC**, a Delaware limited liability company, on behalf of such entity. Such individual is [] personally known to me or [] has produced _____ as identification.

Notary Stamp/Seal:



Notary Signature: [Signature]
Notary Print: Stacy A. Charles-Superville
Notary Public, State of Florida
Commission No.: HH 617073
My Commission Expires: December 22, 2028

[Signature Page to Temporary Construction and Permanent Access and Maintenance Easement Agreement]

Joinder and Consent of Mortgagee

The undersigned, TRUIST BANK, a North Carolina banking corporation ("Mortgagee"), hereby certifies that it is the holder of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated May 23, 2025, and recorded May 29, 2025, as Instrument No. 120242922 in the Public Records of Broward County, Florida, encumbering the Grantor Parcel (collectively, together with all other documents related thereto, the "Mortgage Documents"). The undersigned hereby joins in and consents to the foregoing Access and Maintenance Easement Agreement (the "Agreement"), agrees that the Mortgage Documents and the lien thereof shall be subordinated to the Agreement and agrees that said Agreement shall bind and encumber the Grantor Parcel.

WITNESSES.

[Handwritten Signature]

Printed Name: Noah Meyers
Address: 24 N TYPON ST CHARLOTTE NC

[Handwritten Signature]
Printed Name: Derik Foster
Address: 24 N TYPON ST CHARLOTTE NC

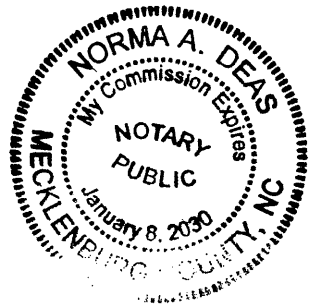
TRUIST BANK, a North Carolina banking corporation

By: *[Handwritten Signature]*
Name: Krista Hunter
Title: SVP

THE STATE OF NC §
COUNTY OF Mecklenburg §

The foregoing instrument was acknowledged before me by means of [physical presence or [online notarization this 12 day of June, 2025 by Krista Hunter, as SVP of TRUIST BANK, a North Carolina banking corporation, on behalf of such entity. Such individual is personally known to me or [has produced _____ as identification.

Notary Stamp/Seal:



Notary Signature: *[Handwritten Signature]*
Notary Print: Norma A Deas
Notary Public, State of North Carolina
Commission No.: 201917700023
My Commission Expires: January 8, 2030

[Joinder and Consent of Mortgagee to Temporary Construction and Permanent Access and Maintenance Easement Agreement]