

THIS INSTRUMENT PREPARED BY:

TDM Consulting, Inc.
 43 Barkley Cir., Suite 200
 Fort Myers, Florida 33907

STRAP#: **25-44-26-03-00024.0060**

This space for Recording

CROSS ACCESS EASEMENT

This Cross Access Easement ("*Easement*") is given this _____ day of _____, 2022, by **2910 Lee Blvd RE, LLC.**, a Delaware, Limited Liability Company, whose address is 1180 Victor Pittsford RD, Suite 260, Pittsford, N.Y. 14534, the Grantor herein ("*Grantor*"), for the benefit of **Lee County**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 ("*County*" or "*Grantee*"). Grantors and Grantee, together known as the "*Parties*," intend this Easement to provide for public access for ingress and egress over the lands described below, as follows:

Recitals

WHEREAS, Lee County has duly adopted its Land Development Code ("*LDC*"), which, in LDC §10-610, establishes regulations to supplement and enhance existing regulations and to encourage the design of developments that will provide safe, convenient, and efficient access for vehicles and safe, convenient, and efficient passage for pedestrians between commercially development sites; and

WHEREAS, the Grantor is the current titleholder of the following real property in Lee County, Florida, see attached legal description Exhibit "A", being all and the same property as conveyed to the Grantor herein in the Trustees' Deed, dated December 23, 2021, recorded in the Public Records of Lee County, Florida, on December 29, 2021, in Instrument Number 2021000426455 (the "*Property*"), and

WHEREAS, the Grantor has applied to Lee County to develop the Property for commercial use(s) pursuant to the terms, conditions and details contained in Local Limited Development Order Number LDO2022-_____ ("*Development Order*"), the terms, conditions and terms of which are incorporated herein by reference; and

WHEREAS, the Limited Development Order requires the Grantor to grant an easement to the County to create access across the Property to achieve an interconnection between the abutting property to the west, being parcel #25-44-26-03-00024.0050 and parcel #25-44-26-03-00024.0070 to the East, so as to achieve reasonable compliance with the cited interconnection requirements contained in the LDC; and

WHEREAS, the establishment, execution and recording of the Easement herein is to satisfy the requirement contained in the Development Order.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration paid, the sufficiency of which is hereby acknowledged, the Grantor provides as follows:

1. The above recitals are accepted as true and correct and are hereby incorporated into this Easement as though fully set forth below.
2. The Grantor herein, as its respective interests may appear, hereby grants and conveys to the County, an irrevocable, non-exclusive easement, in perpetuity, for vehicle interconnection by the public, over the Property herein and between the adjacent lots to the east and west, which Easement is more particularly described and depicted in Exhibit "B," attached hereto and incorporated herein by reference.
3. The Grantor covenants to and with the County that they are lawfully seized and possessed of the above-described Property and have good and lawful title thereof with the right to sell or convey interests therein such that Grantor will forever warrant and defend the title and terms of this Easement against any and all claims. If a Grantor conveys this Easement subject to any mortgage, lien, or other encumbrance, then a properly executed Subordination of Encumbrance for each such matter is attached to this instrument.
4. The Grantor, for itself, its successors and assigns, hereby agrees to remain responsible for maintenance of the Easement created herein and as described and depicted in attached Exhibit "B."
5. The Grantor retains the right to enjoy use of the area of the Easement described and depicted in attached Exhibit "B" for any and all purposes which do not interfere with or prevent the County's full use and enjoyment of the Easement.
6. The Easement it is intended to run with the land and, as such, will be recorded in the Public Records of Lee County, Florida.

[End of provisions.]

IN WITNESS WHEREOF, the Grantor herein has caused the foregoing to be executed, intending to be bound as of the date and year first above written.

2910 Lee Blvd RE , LLC
A Delaware Limited Liability Company



[1st Witness' Signature]

MARK S. BROOD

[Type or print name]



[2nd Witness' Signature]

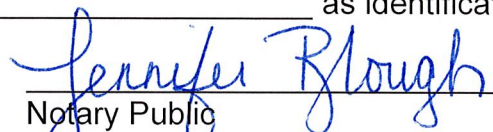
Amy Lombardo

[Type or print name]


Charles L. Caranci, Jr.
A Managing Member

STATE OF New York
COUNTY OF Monroe

The foregoing was acknowledged before me this 5 day of April, 2022, by Charles L. Caranci, Jr., a Managing Member, on behalf of the company. He is personally known to me or he has produced _____ as identification.


Notary Public
[Affix stamp/seal]

JENNIFER BLOUGH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BL6276847
Qualified in Ontario County
My Commission Expires 02-25-2025

Approved and accepted for and on behalf of Lee County, Florida, this ____ day
of _____, 2022.

BY: _____
Jessica Sulzer, P.E., Manager
Lee County Development Services

Approved as to form for the
Reliance of Lee County only:

Lee County Attorney's Office

Attachment: Exhibit "A" – Legal Description and Sketch of Property
Attachment: Exhibit "B" – Legal Description and Sketch of Easement