This instrument prepared by and after recording return to:

Halle Properties, L.L.C. Attn: Bridget K. Kauztky, Esq. 20225 North Scottsdale Road Scottsdale, Arizona 85255

CROSS-ACCESS EASEMENT AGREEMENT

THIS **CROSS-ACCESS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the _____ day of ______, 2022 (the "**Effective Date**"), by **HALLE PROPERTIES, L.L.C.**, an Arizona limited liability company ("**Declarant**").

RECITALS:

- A. As of the Effective Date, Declarant is the fee simple owner of that certain parcel of land pursuant to the Warranty Deed recorded in _____ on ____ in the Official Records of Nassau County, Florida (the "**Property**").
- B. In connection with the construction of a tire store facility on the Property, Nassau County has requested, and Declarant has agreed, to grant an irrevocable cross-access easement upon, over and across the Property.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant agrees as follows:

- 1. <u>Grant of Easement</u>. Declarant hereby grants and declares to the public an irrevocable easement for the purpose of providing vehicular ingress and egress access between State Road 200 (A1A) and Cessna Drive over, across and upon that portion of the Property as depicted and described on <u>Exhibit "A"</u>, attached hereto and incorporated herein by reference (the "Easement Area").
- 2. <u>Amendment; Modification</u>. This Agreement may only be amended by the written consent of Declarant, its successors and assigns. Any such modification or amendment shall be effective when duly recorded in the Official Records of Nassau County, Florida.
- 3. <u>Authority</u>. Declarant hereby warrants that the individual has the authority to execute this Agreement for and on behalf of the entity for which it purports to act.
- 4. <u>Exhibits</u>. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

- 5. <u>Governing Law; Interpretation</u>. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of Florida, excluding such state's principles of conflicts of law.
- 6. <u>Headings</u>. The headings of the sections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement.
- 7. <u>Notices</u>. Notices or other communication hereunder shall be in writing and sent via certified or registered mail, return receipt requested, or by a nationally recognized overnight courier service, to the addresses provided below. Notices shall be deemed given upon receipt or refusal to accept delivery.

Declarant: Halle Properties, L.L.C.

Attn: Real Estate Department 20225 North Scottsdale Road

Scottsdale, AZ 85255

With a copy emailed to: RealEstateDept@DiscountTire.com

- 8. <u>Severability</u>. The provisions of this Agreement are severable. If any term or condition of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining terms and conditions of this Agreement shall not be affected thereby.
- 9. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of Declarant and its respective successors and assigns.
- 10. <u>Waiver</u>. No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, Declarant has entered into and executed this Agreement as of the Effective Date.

The remainder of this page is intentionally left blank.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

HALLE PROPERTIES, L.L.C., an Arizona limited liability company

	By: Its:	Wilanna, l Managing	Inc., an Arizona corporation Member	
		Name:		
THE STATE OF ARIZONA §				
COUNTY OF MARICOPA §				
This instrument was acknowledged be by, Agent of Wilanna, of HALLE PROPERTIES, L.L.C., an Arizo	Inc., an	Arizona co	orporation, the Managing Member	er
	•	otary Public, State of Arizona y Commission Expires:		
(seal)				

Exhibit "A"

Easement Area

MAP SHOWING

CROSS ACCESS AND SHARED ACCESS EASEMENT

A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 200 (A1A, A 184 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF CESSNA DRIVE (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH OI'35'29" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF CESSNA DRIVE, 29.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH OI'35'29" WEST, ALONG LAST SAID LINE, 33.17 FEET; THENCE SOUTH 66'19'42" EAST, 38.95 FEET; THENCE SOUTH 72'47'52" EAST, 197.29 FEET; THENCE SOUTH 01'35'29" EAST, 41.12 FEET; THENCE SOUTH 47'37'20" WEST, 3.06 FEET; THENCE SOUTH 19'46'52" WEST, 13.45 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 200; THENCE NORTHWESTERLY, ALONG AND AROUND LINE, 29.19 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY, THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 29.39 FEET, AN ARC DISTANCE OF 42.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32'32'40" WEST, 38.99 FEET; THENCE NORTH 72'47'52" WEST, 151.36 FEET; THENCE NORTH 66'19'42" WEST, 26.49 FEET TO THE POINT OF BEGINNING.

