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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1112 - 1120 (9pgs)

Prepared by and return to:
Eric Coffman, Esq.
Dunay, Miskel & Backman LLP
14 S.E. 4th Street, Suite 36
Boca Raton, FL 33432

DECLARATION OF CROSS ACCESS EASEMENT

THIS DECLARATION OF CROSS ACCESS EASEMENT is made this 6 day of February, 2020, by and between SFD BOYNTON LLC, a Florida limited liability company, whose mailing address is 2200 Butts Road, Suite 300, Boca Raton, FL 33431, and PEBB BOYNTON, LLC, a Florida limited liability company, whose mailing address is 7900 Glades Road, Suite 600, Boca Raton, Florida 33434 by ("**Grantor**") in favor of KEREKES LAND TRUST PROPERTIES EAST, LLC, a Florida limited liability company, whose mailing address is 6849 Cobia Circle Boynton Beach, FL 33437 ("**Grantee**"; and collectively with the Grantor, the "**Parties**" and each a "**Party**").

RECITALS:

A. Grantor is the owner of the property described in Exhibit "A" attached hereto and made a part hereof (the "**Property**"), which Property shall be developed in accordance with the Site Plan present to and approved by the Board of County Commissioners of Palm Beach County, a copy of which is attached hereto as Exhibit "C" ("**Site Plan**").

B. Grantor has been required by Palm Beach County (pursuant to Planning condition #2 of that certain Board of County Commissioners Zoning Resolution 2019-1697) to provide a cross access easement for ingress and egress between the Property and the parcel contiguous to the east of the Property, as depicted on Exhibit "B" attached hereto and made a part hereof ("**Contiguous Property**")

NOW, THEREFORE, in consideration of the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby declares:

1. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee and Grantee's successors and assigns, a non-exclusive easement over, on and across the driveways as depicted on the Site Plan ("**Easement Parcel**") for vehicular ingress and egress to and from the Contiguous Property and Boynton Beach Boulevard and Jog Road. Until such time as the Grantee records a reciprocal easement as provided in Section 4 below, the exact location of the Easement Parcel may

move, provided it continues to provide cross access from the Contiguous Parcel to Boynton Beach Boulevard and Jog Road. This grant of easement is solely for cross-access for ingress and egress and shall not be deemed to include a parking easement, nor shall the Grantee have any right to use the parking facilities at the Property.

2. **CONSTRUCTION OF CONNECTION.** Grantee shall be solely responsible for the construction of any improvements necessary to connect the Contiguous Property to the Easement Parcel including, without limitation, obtaining all other permits and approvals from the applicable government agencies and paying all fees and costs, necessary to complete such construction. Grantee shall take all steps necessary to prevent any lien from being recorded against the Easement Parcel and the Property. Likewise, Grantee shall not cause or permit its contractors or others involved in the aforesaid construction activities to cause any damage to the Easement Parcel, the Property or any of the improvements, installations or landscaping on the Easement Parcel or Property. None of the activities of Grantee described herein shall at any time prevent or unreasonably interfere with any permitted use of the Easement Parcel or Property for its intended purposes.

3. **GRANTOR'S OBLIGATION.** Grantor shall not take or fail to take any action or do or fail to do anything which would have the effect of impeding, obstructing, or preventing any other person or entity having rights under this Declaration from their reasonable use and enjoyment of the easement herein granted. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Easement Parcel shall not be blocked, obstructed or impeded by Grantor.

4. **RECIPROCAL EASEMENT REQUIRED.** This easement shall not come into effect unless and until Grantee executes and delivers to Grantor, a recorded reciprocal cross-access easement to the Property.

5. GENERAL MATTERS.

A. This Declaration of Cross Access Easement shall be interpreted in accordance with the laws of the State of Florida.

B. Palm Beach County is an intended third party beneficiary to this easement, with the right, but not the obligation to seek enforcement of the easement by administrative or judicial action.

C. This Declaration of Cross Access Easement may not be amended except by an instrument executed by Grantor and Grantee, with the written consent of the Executive Director of the Palm Beach County Planning, Zoning and Building Department of Palm Beach County, and recorded in the Public Records of Palm Beach County, Florida.

D. The parties to this easement hereby acknowledge and agree that the easements and other rights conferred by this easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

[Signatures on Pages 3-4]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the date set forth above.

Signed, sealed and delivered in the presence of:

GRANTOR:

SFD BOYNTON LLC, a Florida limited liability company

Pamela Gordon

Name: Pamela Gordon

By: [Signature]
Ross Feurring, its Manager

Ruth McGlynn

Name: Ruth McGlynn

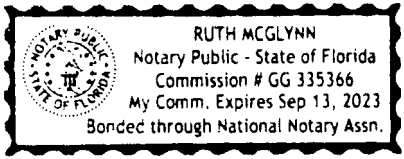
STATE OF FLORIDA)
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of Feb, 2020 by Ross Feurring, as Manager of SFD BOYNTON LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Signature]

Notary Public Ruth McGlynn

My Commission Expires: _____




Signed, sealed and delivered in the presence of:

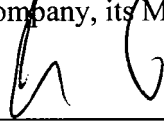
GRANTOR:

PEBB BOYNTON, LLC, a Florida limited liability company


By: Pebb Manager, LLC, a Florida limited liability company, its Manager



Name: Kim Mareira



By: Ian Weiner, its Manager



Name: Laurie Frankel

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of Feb., 2020 by Ian Weiner, as Manager of Pebb Manager, LLC, a Florida limited liability company, the Manager of PEBB BOYNTON, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me ~~or has produced (type of identification) as identification.~~



Notary Public
My Commission Expires: 5/25/21

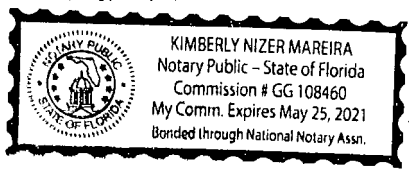


EXHIBIT A
PROPERTY

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE ARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE AFORESAID SECTION 22; THENCE NORTH 00°41'06" WEST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE 1/4) A DISTANCE OF 1331.34 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SOUTHEAST ONE-QUARTER (SE 1/4); THENCE NORTH 89°31'42" EAST ALONG SAID LINE, DISTANCE OF 51.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF JOG ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4224, PAGE 780, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°31'42" EAST, A DISTANCE OF 615.46 FEET TO A POINT ON THE WEST LINE OF THE WEST ONE-HALF (W1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 22; THENCE SOUTH 00°30'38" EAST ALONG SAID LINE, A DISTANCE OF 1144.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD (STATE ROAD 804) AS SHOWN IN COUNTY ROAD PLAT BOOK 2, PAGE 5, AND AS CONVEYED TO THE STATE OF FLORIDA IN OFFICIAL RECORDS BOOK 4251, PAGE 575 AND AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97931-2347; THENCE NORTH 86°24'21" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 324.19 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°18'58" WEST, A DISTANCE OF 270.97 FEET TO THE POINT OF BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 88°08'31"; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.15 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF JOG ROAD; THENCE NORTH 00°10'27" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.68 FEET TO THE POINT OF BEGINNING.

AND

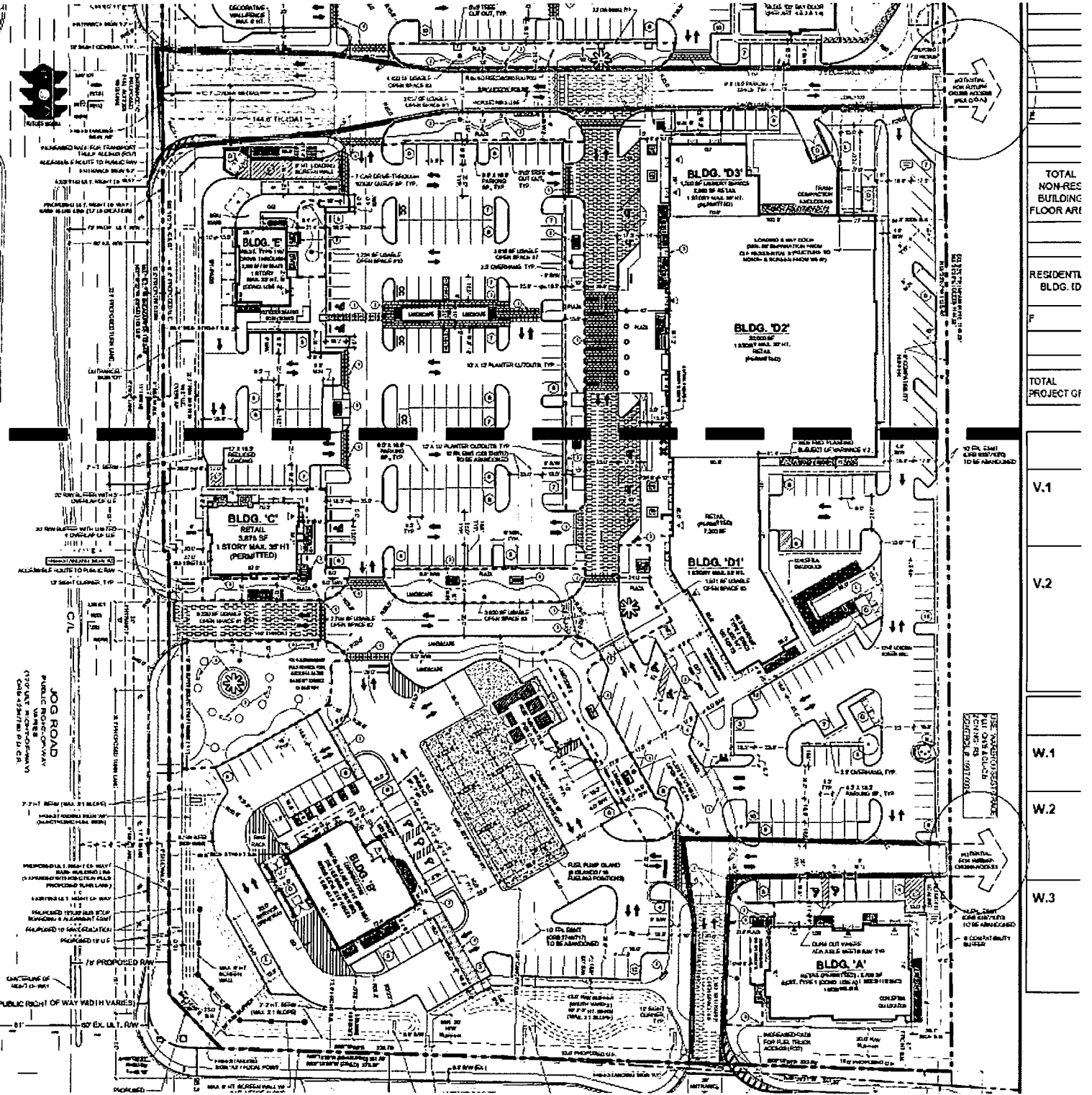
EXHIBIT B

CONTIGUOUS PROPERTY

A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE AFORESAID SECTION 22; THENCE NORTH 00°41'06" WEST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE 1/4), A DISTANCE OF 1331.34 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SOUTHEAST ONE-QUARTER (SE 1/4); THENCE NORTH 89°31'42" EAST ALONG SAID LINE, A DISTANCE OF 51.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF JOG ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4224, PAGE 780; THENCE CONTINUE NORTH 89°31'42" EAST, A DISTANCE OF 615.46 FEET TO A POINT ON THE WEST LINE OF THE WEST ONE-HALF (W 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 22 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°31'42" EAST, A DISTANCE OF 333.67 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 22; THENCE SOUTH 00°30'38" EAST ALONG SAID LINE, A DISTANCE OF 1168.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD (STATE ROAD 804) AS SHOWN IN COUNTY ROAD PLAT BOOK 2, PAGE 5, AND AS CONVEYED TO THE STATE OF FLORIDA IN OFFICIAL RECORDS BOOK 4251, PAGE 575 AND AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97931-2347; THENCE NORTH 86°24'21" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 333.36 FEET TO A POINT ON THE EAST LINE OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 22; THENCE NORTH 00°30'38" WEST ALONG SAID LINE, A DISTANCE OF 1144.98 FEET TO THE POINT OF BEGINNING, SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA.

EXHIBIT C
 SITE PLAN



TOTAL NON-RES BUILDING FLOOR AREA
RESIDENTIAL BLDG. ID
F
TOTAL PROJECT GF
V.1
V.2
W.1
W.2
W.3

CONSENT AND SUBORDINATION OF LENDER

The undersigned, being the present holder of that certain Mortgage of Real Estate and Security Agreement dated and recorded on March 5, 2019 in the records of Palm Beach County, Florida in O.R. Book 30454 and Page 480 (the "Mortgage") affecting the real property described in Exhibit "A" hereby consents and subordinates the Mortgage to the Declaration of Cross Access Easement to which this Consent is attached.

Dated: 2/6/2020

TRUIST BANK, a North Carolina
Banking Corporation f/k/a
Branch Banking and Trust Company

By: Colin Orrett
Name: COLIN ORRETT
Title: SVP

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 6 day of February, 2020 by Colin Orrett, as S.V.P. on behalf of the corporation, who is personally known to me; or [] who produced _____, as identification.



Michelle Tandron
Signature of Notary

Michelle Tandron
Printed Notary Name

My commission expires: 6-26-23