

any official inspector of Miami-Dade County, or its agents duly authorized, may have the

[Forms\access (8/30/22)]

Section-Township-Range:

(Administrative)

Folio number: 30 5913 003 0010 and 30 5913 003 0020

Cross Access Agreement
Page 2

privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

FreerCrossings CommerceCenter
Attn.: Richard, David, & Jonathan Freer
12590 Southwest 128 Street
Miami, Florida 33186

RF

Covenant Running with the Land. This Declaration on the part of the Owners shall constitute a covenant running with the land and may be recorded, at Owners' expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owners, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the Properties, or any portion thereof, by a written instrument executed by the, then, owner(s) of all the properties, including joinders of all mortgagees, if any, provided that the same is also approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or his successor.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an

election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of

[Forms/access (6/4/14)]

(Administrative)

Section-Township-Range:
Folio number: 30 5913 003 0010 and 30 5913 003 0020

Cross Access Agreement
Page 3

occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

*Lots 1 + 2, Block 1, Cortland Anderson
Park, Miami, FL 33186*

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be recorded in the public records of Miami-Dade County, Florida at the Owners' expense.

Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

30 5913 003 0010 and 30 5913 003 0020

Richard D. Freer

Freer Crossings Commerce Center
Attn.: Richard, David, & Jonathan Freer
12590 Southwest 128 Street
Miami, Florida 33186

NOTARY
PUBLIC

Jonathan Freer

Witnessed by

State of FL
Miami Dade

County

[FormsAccess (6/4/14)]

(Administrative)

Section-Township-Range:
Folio number: 30 5913 003 0010 and 30 5913 003 0020

Page 4

FLORIDA INDIVIDUAL ACKNOWLEDGMENT
F.S. 117.05(13)

State of Florida }
County of Miami-Dade }

The foregoing instrument was acknowledged before me by means of

Physical Presence,

— OR —

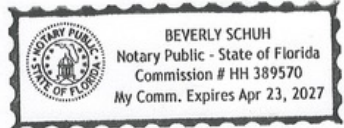
Online Notarization,

this 23 day of August, 2024, by
Date Month Year

Richard Freer
Name of Person Acknowledging

Beverly Schuh
Signature of Notary Public — State of Florida

Beverly Schuh
Name of Notary Typed, Printed or Stamped



Place Notary Seal Stamp Above

Personally known

Produced Identification

Type of Identification Produced: Florida
Driver License

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cross Access Agreement

Document Date: 08/23/24 Number of Pages: 1
Signer(s) Other Than Named Above: N/A

©2020 National Notary Association

M1304-11 (11/20)

Yes. It must be notarized before recording. Wait until Claudia says the agreement is ok. I can record it once you have her approval & it's notarized. Just email to me at that point..

Lee Picker

Lee Picker & Associates, Inc.
13381 SW 6 Pl
Davie Fl 33325
786-205-5868 - cell
leepicker@email.com

Sent: Friday, August 23, 2024 at 3:00 AM
From: "FreerCrossingsCommerceCenter" <freercrossingscommercecenter@gmail.com>
To: leepicker@email.com, Claudia.luna@miamidade.gov, "FreerCrossings CommerceCenter" <freercrossingscommercecenter@gmail.com>, "David Freer" <david.freer@gmail.com>
Cc: "Patrick Grant" <patrick.grant@chase.com>
Subject: Fwd: process # is C2023151993.

Hi Lee

I will contact Clerk.

We did this form for the other end.

Must it be notarized?

Richard Harris Freer

FREERCCC. com (website)

FREER & SONS INDUSTRIAL DEVELOPERS
(786) 201-1415

12590 Southwest 128th Street, Suite 400

FreerCrossings CommerceCenter
Miami, Florida 33186

Begin forwarded message:

From: FreerCrossingsCommerceCenter
<FreerCrossingsCommerceCenter@gmail.com>
Date: August 22, 2024 at 1:29:28 PM EDT
To: Claudia.luna@miamidade.gov
Cc: "Lee C. Picker" <leepicker@email.com>, FreerCrossings
CommerceCenter <freercrossingscommercecenter@gmail.com>, Jonathan
Freer <keyrookster@yahoo.com>, mary mueller <protexall99@yahoo.com>
Subject: process # is C2023151993.

Hi Richard

That driveway in the southwest corner of your property leading to the adjacent property will require a cross access agreement. I attached the Zoning comment sheet with the comment and the person who you need to work with on the agreement. Her name is Claudia Luna. Her email is "Claudia.Luna@miamidade.gov" Your process # is C2023151993.

Lee Picker