

**INGRESS AND EGRESS EASEMENT
AND MAINTENANCE AGREEMENT**

THE STATE OF FLORIDA
COUNTY OF ST. LUCIE

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KNOW ALL PERSONS BY THESE PRESENTS:

This Agreement is entered to be effective JANUARY 24, 2018 by and between **SHADE HOLMES AND DOROTHY HOLMES** ("GRANTORS" herein) and **BUTEAU MORESTANT** ("GRANTEE" herein).

WITNESSETH:

WHEREAS, GRANTOR is the owner of property described as:

HELEN HAMMOND'S S/D BLOCK 2 LOT 2 (OR 315-47) Parcel Id #: 2409-506-0024-000-8, and Street Address 1609 Avenue D, Ft. Pierce, Florida 34950

WHEREAS, GRANTEE is the owner of property described as:

HELEN HAMMOND'S S/D BLOCK 2 LOT 3 (OR 2443-211, 3477-15) Parcel Id #: 2409-506-0025-000-5, and Street 1607 Avenue D, Ft. Pierce, Florida 34950

WHEREAS, GRANTOR and GRANTEE are desirous of creating and maintaining an area for easement purposes, under certain terms and conditions (referred to herein as "Easement") being more particularly described and located as:

Grantors hereby gives the Grantee the right to the use of the east side of the Grantors property for the purpose of constructing a roadway. The roadway is to allow the grantee and/or his invitees access to his parking lot in the rear of the Grantee's property. It should be noted that this grant does not restrict or hinder the Grantors building rights or access to the roadway between the parties property. Both parties have the right to terminate this easement by giving the other party written notice 30 days prior to the termination. (See attached proposed plan in corporation by reference)

WHEREAS, the GRANTOR and GRANTEE wish to reduce to writing such terms, conditions, and agreements

pertaining to the Easement;

NOW THEREFORE, for and in consideration of -0- Dollars (-0-) and other good and valuable consideration, in hand paid by GRANTEE, and the above premises, GRANTOR and GRANTEE hereby agree as follows:


1. GRANTOR has GRANTED, and by these presents does hereby GRANT unto GRANTEE, a perpetual, free, continuous and uninterrupted use, liberty, privilege and easement to use and enjoy the above described Easement.
2. Neither GRANTOR nor GRANTEE shall erect any improvements or other facilities upon the Easement which may impair the flow of traffic over and across same.
3. GRANTOR hereby grants to GRANTEE the right to permit the GRANTEE, GRANTEE'S invitees, guests, and others of the general public coming on the premises to utilize the Easement, it being the intention of the parties hereto that such persons shall have free access to, upon, and over the Easement for ingress and egress purposes.
4. GRANTEE will maintain the Easement in an all-weather road surface condition until such time (if any) in the future when the Easement is released by written instrument.
5. This Easement shall be ONLY for the limited purpose of access, ingress, egress and maintenance to and from GRANTEE'S property.
6. GRANTOR and GRANTEE specifically indemnify and hold harmless any holder of any debt secured by GRANTEE'S property against any and all liabilities or claims or causes of action including attorneys' fees arising from any allegations that the roadway is or was not properly maintained or was otherwise in an unsafe condition.
7. Said Easement shall bind and inure to the respective benefit of GRANTOR and GRANTEE. As used herein the terms GRANTOR and GRANTEE shall include the present and future owner or owners and mortgagees, their heirs, personal representatives, successors and assigns of GRANTOR'S property and GRANTEE'S property, respectively.
8. This is an easement, not a license. The Easement and right-of-way granted hereby is for the benefit of the GRANTEE'S property and shall be appurtenant to and run with the GRANTEE'S property.
9. It is intended that this Easement shall be construed as being an adequate, legally enforceable road maintenance agreement pursuant to applicable standards of secondary marketing investors in the residential mortgage lending industry.

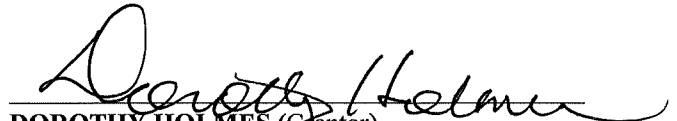
TO HAVE AND TO HOLD the above described Easement forever for the uses, benefits, purposes and burdens

industry.

TO HAVE AND TO HOLD the above described Easement forever for the uses, benefits, purposes and burdens herein set forth, the GRANTOR does hereby bind themselves, their heirs, personal representatives, successors and assigns to Warrant and Forever Defend all and singular the said Easement and right-of-way against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTORS have duly executed this Ingress and Egress Easement and Maintenance Agreement effective as of the 24TH day of JANUARY, 2018.


SHADE HOLMES (Grantor)


DOROTHY HOLMES (Grantor)

STATE OF FLORIDA

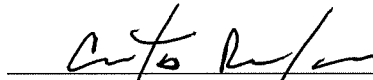
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COUNTY OF ST. LUCIE

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This instrument was acknowledged before me on JANUARY 24, 2018 by SHADE HOLMES and DOROTHY HOLMES.




Notary Public - State of Florida
Printed Name of Notary:
My Commission Expires: _____

GRANTEE has duly executed this Ingress and Egress Easement and Maintenance Agreement effective as of the 24TH day of JANUARY, 2018


BUTEAU MORESTANT (Grantee)

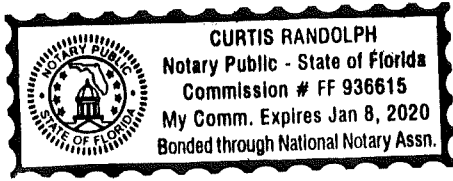
STATE OF FLORIDA

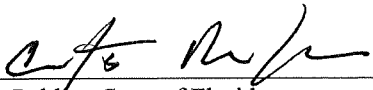
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COUNTY OF ST. LUCIE

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This instrument was acknowledged before me on JANUARY 24, 2018 by BUTEAU MORESTANT an individual.





Notary Public - State of Florida
Printed Name of Notary: Curtis Randolph

My Commission Expires: _____

AFTER RECORDING, RETURN TO:
BUTEAU MORESTANT
1897 S. W. Idaho Ln
Port St. Lucie, Florida 34953

THIS DOCUMENT PREPARED BY:

THE LAW OFFICES OF CURTIS RANDOLPH
2801 ORANGE AVENUE, SUITE-B
FT. PIERCE, FL 34947