

PREPARED BY AND RETURN TO:
SMITH HAWKS, P.L.
138 SIMONTON STREET
KEY WEST, FL 33040
(305) 296-7227

SPACE ABOVE LINE BLANK FOR RECORDING PURPOSES

NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT AGREEMENT

THIS NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT AGREEMENT (“Agreement”) dated as of the ____ day of December, 2017 by and between ROCKLAND COMMERCIAL CENTER, INC., a Florida corporation (“Grantor”) to QUARRY PARTNERS, LLC, a Florida limited liability company and ROCKLAND OPERATIONS, LLC, a Florida limited liability company, and each of their successors and assigns, (collectively, “Grantee”) provides the following:

1. Consideration and Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, and conveys a non-exclusive easement (the “Easement”) to Grantee, for purposes of ingress and egress, in, over, and across the real property more particularly described in that certain survey and legal description attached hereto and incorporated herein as Exhibit A (“Easement Area”).

2. Easement Created. Grantee, its agents, licensees, employees, invitees, successors, construction crews and contractors, tenants and assigns (collectively, “Permittees”), shall have the full right of ingress and egress, by pedestrian and/or vehicular means, and drainage uses, in, over and across the Easement Area, subject to the limitations, and on the terms and conditions, set forth herein.

3. Purpose of Easement. The Easement is granted to Grantee so that Grantee may construct a road and related drainage to provide access to and from US-1 to Grantee’s real property more particularly described in Exhibit B attached hereto and made a part hereof.

4. Term of Easement. The Easement shall be perpetual and run with the properties described herein.

5. Use of Easement Area by Grantee. The Parties (i) acknowledge and anticipate that the Easement Area will be utilized by Grantee, its Permittees, successors and assigns for vehicular and pedestrian traffic and (ii) agree that Grantee shall be responsible for the construction, improvement or further development of the road required under applicable law to be completed on the Easement Area.

6. Maintenance of Easement Area. Grantee shall, at its sole cost and expense, maintain and keep the improvements, roads and landscaping located on the Easement Area in good condition and state of repair, provided that Grantor shall be responsible for and shall be required to pay for any and all damages caused by Grantor or its Permittees. Grantee shall periodically inspect, maintain, repair, and reconstruct any improvements on the Easement Area to ensure the safe, lawful and reasonable use of the Easement Area for its intended purpose.

7. Indemnity. Grantee, its successors and assigns, hereby covenants and agrees that it shall indemnify and hold the Grantor, its successors and assigns, harmless from and against any and all loss, liability, charge, cost or expense arising out of the use of the Easement Area by Grantee or its Permittees or breach of this Agreement by Grantee or its successors and assigns, except for matters arising from breach of this Agreement by Grantor, or the negligence or willful misconduct of Grantor. Grantor, its successors and assigns, hereby covenants and agrees that it shall indemnify and hold the Grantee, its successors and assigns, harmless from and against any and all loss, liability, charge, cost or expense arising out of the use of the Easement Area by Grantor or its Permittees, or breach of this Agreement by Grantor or its successors and assigns, except for matters arising from breach of this Agreement by Grantee.

8. Rights of Grantor. Grantor, its successors and assigns, shall have the right to use, and to grant others rights and easements over the Easement Area provided that such use and/or rights do not unreasonably interfere with Grantee's use of the Easement Area for the purposes provided herein.

9. Running Benefits and Burdens. All easements, covenants, terms, conditions, and provisions of this Agreement shall extend to and be made binding upon the successors and

assigns of Grantor and the successors and assigns of Grantee as a covenant and restriction running with the land. It is intended that this instrument shall be recorded in the Public Records of Monroe County, Florida, and shall be binding upon the Grantee and Grantor, all successors thereto, and future owners of the Easement Area.

10. Modification. This Agreement may not be terminated, amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by Grantor and Grantee (or their respective successor(s) and/or assign(s)) and recorded in the Public Records of Monroe County, Florida.

11. Governing Law. This instrument shall be construed in accordance with the laws of the state of Florida. By execution of this instrument Grantor acknowledges, and by acceptance of the easement created hereby Grantee acknowledges, that in the event of any dispute arising under this instrument the sole venue for such dispute shall be Monroe County, Florida.

12. Remedies and Enforcement. In the event of failure of a defaulting Party to cure a breach of this Agreement within thirty (30) days following written notice thereof by the non-defaulting Party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion within no later than 90 days after such written notice), the non-defaulting Party shall be entitled forthwith to full and adequate relief by all available legal and equitable remedies from the consequences of such breach, including payment of any amounts actually incurred, specific performance and injunctive relief; provided, however, in no event shall the non-defaulting Party be entitled to special, exemplary, consequential or punitive damages as a result of such breach by the defaulting Party. In addition to all other remedies available at law or in equity, the non-defaulting Party shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party upon demand for the reasonable costs thereof (which such demand shall include reasonable backup documentation) together with interest at the prime rate charged from time to time by Citibank (its successors or assigns) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing to the contrary, no breach under this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement.

13. Authority. Grantor hereby warrants that it has the full power and authority to grant the Easement created by this Agreement.

14. Utilities. Grantee shall at all times during the term hereof be responsible for any utilities which serve Grantee's improvements and/or the road constructed on the Easement Areas.

15. Miscellaneous Matters.

a. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and each of which shall be deemed an original.

b. Estoppel Certificates. Grantor and Grantee, within fifteen (15) days of its receipt of a written request from the other party shall from time to time provide the requesting party a certificate binding upon such party stating: (a) to the best of such party's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to this Agreement as of the date of such certificate.

c. Time of Essence. Time is of the essence under this Agreement.

d. Interpretation. The parties have participated fully in the negotiation and preparation hereof, including review by counsel for each, and accordingly, the parties agree this Agreement shall not be more strictly construed against either party.

e. Waiver of Default. The waiver of any breach or default under any of the terms of this Agreement shall not be deemed nor shall the same constitute a waiver of any subsequent breach or default.

f. No Dedication. This instrument is not intended to and does not dedicate any portion of the Easement Area to the general public nor does this instrument create any rights in favor of the general public. Grantee shall not have the right to dedicate the Easement to the public by plat or any other means.

g. Attorneys' Fees. In the event a party brings suit to enforce any provision of this Agreement against the other party, the prevailing party shall be entitled to recover its costs and expenses (including, without limitation, reasonable attorneys' fees and the costs of services of paralegals, legal assistants and/or law clerks at trial and appellate levels).

h. Notices. All notices required or permitted to be given hereunder shall be in writing and sent by overnight delivery service (such as Federal Express), in which case notice shall be deemed given on the first business day after the date sent, or by personal delivery, in which case notice shall be deemed given on the date received, or by certified mail, in which case notice shall be deemed given three (3) business days after the date sent, or by electronic mail (with copy by overnight delivery service), in which case notice shall be deemed given on the date sent, to the appropriate address indicated below:

To Grantor: Rockland Commercial Center, Inc.
209 Duval Street
2nd Floor
Key West, FL 33040
Attention: Michael Halpern

To Grantee: Quarry Partners, LLC
3030 Hartley Road, Suite 310
Jacksonville, FL 32257
Attn: Clarence S. Moore

Rockland Operations, LLC
129 Toppino Industrial Drive
Key West, FL 33040
Attn: Frank Toppino

With a copy to: Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
Attention: Barton Smith

Upon at least ten (10) days written notice to the other party, each party shall be entitled to change its address and add additional notice parties.

i. Further Assurances. Grantor and Grantee agree to execute any documents or instruments reasonably required by any mortgagee, governmental or quasi-governmental

entity to make the agreements set forth herein more effective for the purposes intended, including entering into any utility easements necessary.

j. Insurance. Grantee shall provide and maintain commercial general liability insurance from a provider and in an amount reasonably acceptable to Grantor, as determined by Grantor from time to time. At a minimum, such insurance shall cover Grantee's obligations under this Agreement and insure Grantee against claims for personal injury, bodily injury or death, and property damage or destruction. Grantor shall be named an additional insured in any such policy. The limits of insurance shall not be deemed a limitation of Grantee's obligations to indemnify and hold harmless Grantor, as set forth herein.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Non-Exclusive Ingress and Egress Easement Agreement to be executed effective as of date written above.

Signed, sealed and delivered in our presence:

**ROCKLAND COMMERCIAL CENTER,
INC., a Florida corporation**

Witness Name: _____

By: _____
Name: Michael Halpern
Title: President

Witness Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of December, 2017 by Michael Halpern, as President of ROCKLAND COMMERCIAL CENTER, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public: _____

Printed Name: _____

My Commission Expires: _____

**QUARRY PARTNERS, LLC, a Florida
limited liability company**

By: TVC Big Coppitt, LLC, a Florida limited
liability company, its manager

By: _____

Name: Clarence S. Moore

Title: Vice President

Witness Name: _____

Witness Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2017 by Clarence S. Moore, as Vice President of TVC Big Coppitt, LLC, a Florida limited liability company, the manager of QUARRY PARTNERS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public: _____

Printed Name: _____

My Commission Expires: _____

**ROCKLAND OPERATIONS, LLC, a
Florida limited liability company**

By: _____

Name: Frank P. Toppino

Title: Manager

By: _____

Name: Edward Toppino, Sr.

Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF MONROE)

Sworn to and subscribed before me this ____ day of December, 2017, by Frank P. Toppino, as Manager of ROCKLAND OPERATIONS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

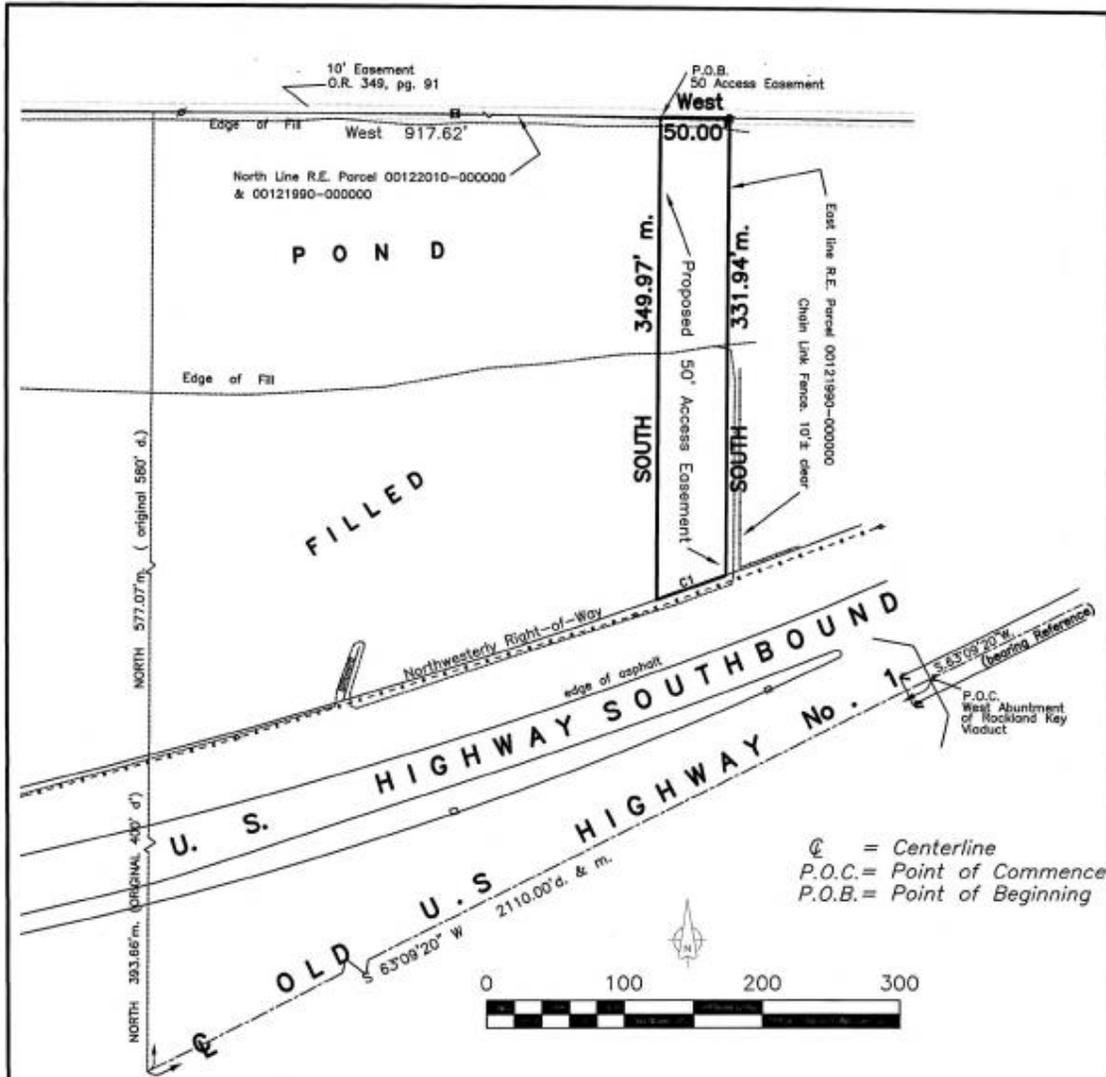
Name: _____
Notary Public, State of _____
My Commission Expires: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MONROE)

Sworn to and subscribed before me this ____ day of December, 2017, by Edward Toppino, Sr., as Manager of ROCKLAND OPERATIONS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

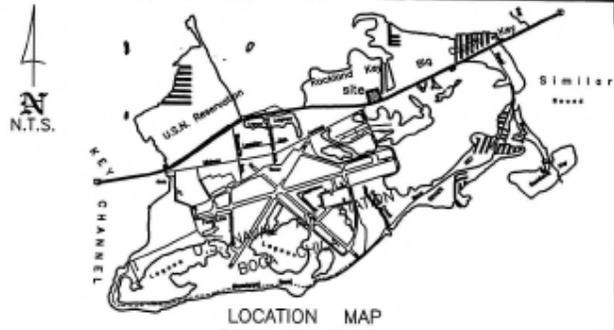
Name: _____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION AND SKETCH



Sheet 1 of 2

| | | | | |
|--|----------------|---------------------------|---|--|
| Rockland Commercial Center, Inc. MM 9, Overseas Highway, Big Coppitt Key, Fl. | | | |  ISLAND SURVEYING INC. |
| Sketch to accompany legal description | | | Dwn No.: 17-416 | |
| Scale: 1"=100' | Ref. 210-2 | Flood panel No. 1528 K | Dwn. By: F.H.H. | |
| Date: 12/15/17 | Flood Zone: AE | | Flood Elev. 10' | |
| REVISIONS AND/OR ADDITIONS | | | | |
| | | | | |
| | | | | |
| | | | | |
| T:\datafred.\dwg\rocklandkey\keevan1 | | | | |
| 3152 Northside Drive Suite 201 Key West, Fl. 33040 | | | (305) 293-0466 Fax: (305) 293-0237 fhldeb1@bellsouth.net L.B. No. 7700 | |



Proposed 50 foot access easement:

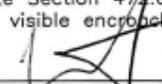
A parcel of land located on East Rockland Key, Monroe County, Florida, and being a part of Government Lot 5 and 6, Section 21, Township 67 South, Range 26 East, and being more particularly described as follows:

From the intersection of the center line of U.S. Highway No. 1 and the West abutment of the Rockland Key Viaduct go S 63°09'20" W, along the centerline of the U.S. Highway No. 1, a distance of 2110 feet; thence North a distance of 393.66 feet to the intersection with the North Right-of-Way Line of the section of said U.S. Highway No. 1 relocated in 1957-8; thence continue North a distance of 577.07 feet to the North lines of R.E Parcels No's 00122010-00000 and 00121990-000000; thence East a distance of 917.62 feet to the Point of Beginning of a 50 foot wide access easement; thence continue East a distance of 50.00 feet to the East line of Real Estate Parcel No. 00121990-000000; thence South a distance of 331.94 feet to the said Northerly Right-of-Way Line of the relocated section of U.S. Highway No. 1 and a point on a curve concave to the North; thence in a Southwesterly direction along the curve, having for it elements a radius of 4836.18 feet, a central angle of 00°37'47" for a arc distance of 53.15 feet; thence North a distance of 349.97 feet to the Point of Beginning.

Containing 17050.5 square feet or 0.39 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch to accompany legal description is true and correct to the best of my knowledge and belief that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 5J-17, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.


 FREDERICK H. HILDEBRANDT
 Professional Land Surveyor No. 2749
 Professional Engineer No. 36810
 State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL

Sheet 2 of 2

| | | | | |
|--|---------------|---------------------------|--------------------|--|
| Rockland Commercial Center, Inc. MM 9, Overseas Highway, Big Coppitt Key, Fl. | | | |  ISLAND SURVEYING INC. |
| Sketch to accompany legal description | | | Dwn No.: 17-416 | |
| Scale: 1"=100' | Ref. 210-2 | Flood panel No. 152B K | Dwn. By: F.H.H. | 3152 Northside Drive Suite 201 Key West, Fl. 33040 (305) 293-0466 Fax. (305) 293-0237 fhildeb1@bellsouth.net L.B. No. 7700 |
| Date: 12/15/17 | | Flood Zone: AE | Flood Elev. 10' | |
| REVISIONS AND/OR ADDITIONS | | | | |
| | | | | |
| f:/datafred./dwg/rocklandkey/keevan1 | | | | |

EXHIBIT B

Quarry Partners Property

PARCEL 9:

Part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida, and being described as follows:

BEGIN at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence South a distance of 390 feet; thence run West for a distance of 300 feet; thence run North for a distance of 1004.13 feet; thence run East for a distance of 300 feet to a point; thence run South for a distance of 614.13 feet back to the POINT OF BEGINNING.

AND

A parcel of land in a part of Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of Block 9 of GULFREST PARK PLAT #2, according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, said point being the POINT OF BEGINNING of the parcel of land herein described; run thence East a distance of 185 feet to a point; thence South 45°00'00" West a distance of 70.71 feet to a point; thence West a distance of 135 feet to a point; thence at right angles North 50.0 feet to the said Southwest corner of said Block 9 and the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 10:

Part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida, and being described as follows:

COMMENCE at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida and, run thence North for a distance of 614.13 feet to the POINT OF BEGINNING of the parcel of land herein being described; thence run West for a distance of 300 feet to a point; thence run North for a distance of 1063 feet, more or less to a point on the North boundary line of T.I.I.F. Deed #24002; thence run East along the said North boundary line of said T.I.I.F. Deed #24002 for a distance of 100 feet to the North boundary line of said Government Lot 1; thence run Southeasterly along the North boundary line of said Government Lot 1 for a distance of 233 feet, more or less to the Northwest corner of the said Block 9; thence run South along the West boundary line of the said Block 9 for a distance of 942.78 feet back to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 10A:

A portion of Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, described as follows:

BEGIN at the northwest corner of Block 9, GULFREST PARK PLAT No. 2, according to the Plat thereof, as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida; thence Northwesterly along the north line of Government Lot 1 in said Section and the northerly line of lands described in Official Records Book 2237, Page 2259, of said Public Records, a distance of 233.35 feet to the north line of T.I.I.F. Deed #24002; thence East along said north line, 200.00 feet to the point of terminus of the Waterward Meander Line of July 1, 1975, as described in Official Records Book 2483, Page 950, of said Public Records; thence Southerly along the northerly prolongation of the west line of said Block 9, also being the northerly prolongation of the west line of T.I.I.F. Certificate #29509, a distance of 120.22 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 11:

A parcel of land lying adjacent to the lands described in T.I.I.F. Deed #24002 on the Gulf of Mexico in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence North and along the Westerly boundary line of the said Block 9 for a distance of 614.13 feet; thence run West for a distance of 300.00 feet; thence run North for a distance of 1062.78 feet to a point on the North boundary line of T.I.I.F. Deed #24002 as described in Official Records Book 346, Page 580, of the said Public Records, said point being the POINT OF BEGINNING; thence run West and along the North line of said T.I.I.F. Deed #24002 for a distance of 1331.95 feet; thence run North for a distance of 186 feet, more or less, to a point on the Waterward boundary line as of July 1, 1975; thence meander said Waterward Boundary the following twenty-four (24) courses: North 88°53'56" East, for a distance of 39.47 feet; North 65°36'56" East, a distance of 71.66 feet; South 88°16'57" East, for a distance of 75.93 feet; North 77°38'10" East, a distance of 44.29 feet; South 76°11'41" East, for a distance of 76.54 feet; North 88°33'56" East, a distance of 82.11 feet; North 85°40'47" East, for a distance of 103.42 feet; South 75°35'07" East a distance of 43.33 feet; North 77°23'10" East for a distance of 41.16 feet; South 84°42'40" East a distance of 110.45 feet; South 87°26'54" East for a distance of 85.16 feet; South 79°07'09" East for a distance of 28.70 feet; North 79°46'31" East for a distance of 73.24 feet; South 77°57'45" East for a distance of 41.56 feet; North 77°13'36" East for a distance of 53.90 feet; South 84°23'12" East for a distance of 121.58 feet; North 80°09'47" East for a distance of 54.26 feet; South 82°09'00" East for a distance of 63.88 feet;

South 79°34'01" East for a distance of 42.16 feet; North 86°10'05" East for a distance of 98.91 feet; North 88°42'12" East for a distance of 49.04 feet; South 82°47'37" East for a distance of 59.12 feet; South 84°16'22" East for a distance of 85.04 feet; South 47°39'01" East for a distance of 15.58 feet to a point, said point being the Point of Terminus of the Waterward boundary line as of July 1, 1975; thence South 29°03'59" East and leaving the said Waterward boundary line as of July 1, 1975 for a distance of 197.97 feet to a point, said point being 200.00 feet East of the POINT OF BEGINNING of the said T.I.I.F. Deed #24002; thence run West and along the North line of said T.I.I.F. Deed #24002 and Easterly extension thereof for a distance of 300.00 feet back to the POINT OF BEGINNING.

Rockland Operation Property

WILL ADD LEGALS FOR 00121980-000600, 00121980-00500, ETC