File #: 2014-164

Owner's Name: Rockland Investment Corporation, Inc., Basin Development Company, LLC, SJK Investment LLC & Anson, LLC

Applicant: Rockland Investment Corporation, Inc., Basin Development Company, LLC, SJK Investment LLC & Anson, LLC

Agent: Trepanier & Associates Inc.

Type of Application: Development Agreement

Key: Rockland Key

RE: 00122070.000200  00122080.000200
     00122070.000201  00122080.000300
     00122070.000400  00122080.000302
     00122070.000500  00122080.000303
     00122070.000600  00122080.000304
Additional Information added to File 2014-164
MEMORANDUM

Date:      03-17-17
To:        IIze Aguila Sr. Coordinator Planning Commission
From:      Alvina Covington
CC:
Re:        Rockland -development agreement

Ilze,

Here are copies of the edited version of the development agreement.

If you have any questions, please me.

Thank you,

Alvina Covington
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the ______ day of __________, 2017, by and between Monroe County, Florida, a Political Subdivision of the State of Florida (hereinafter referred to as "Monroe County"), and Rockland Key Investment Corp., Inc., a Florida Corporation, Basin Development Company LLC, a Florida Limited Liability Company, and SJK Investments LLC, a Florida Limited Liability Company (hereinafter collectively referred to as "Property Owner"), and Key West/SAVLLC, a Florida limited liability company (hereinafter referred to as "Developer") (collectively, the "Parties"), pursuant to Sections 110-132, and 110-133 of the Monroe County Code of Ordinances ("Monroe County Code"), and the Florida Local Government Development Agreement Act, Fla. Stat. §163.3220-163.3243 (2013), and is binding on the "Effective Date" set forth herein:

WITNESSETH:

The Parties hereby agree as follows:

I. RECITALS

A. This Agreement involves the redevelopment of a heavy industrial property located at Mile Marker 9, US Highway 1, Rockland Key, Florida. The site has historically been known as Rockland Key Industrial Park and referred to as "Rockland Commercial Center" herein this Agreement.

B. All Parties have the authority to enter into this agreement through Florida Statutes Chapter 163 and Property Owners' sole and undivided ownership of the properties.

C. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the economic cost of development.

D. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes (the "Act").

E. The Parties recognize that the public noticing and hearing procedure shall follow the requirement of Section 163.3225, Florida Statute, which requires the local government to conduct two public hearing, one of which may be before the Planning Commission.

F. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan which provides for commercial retail uses in the
Industrial (I) FLUM category (including but not limited to Goal 101, Objective 101.5, Policy 101.5.9)

G. Monroe County Code Section 130-131 intends to allow larger-scale commercial retail development in a non-environmentally sensitive area of the Lower Keys that primarily serves the needs of permanent residents of the Lower Keys. The intent is to protect and maintain the character of the residential areas in the Lower Keys by allowing larger-scale commercial retail development within the overlay district, a scarified area that has historically been developed with nonresidential uses.

H. Monroe County Code Section 130-131(d)(5) requires approval of a development agreement with the board of county commissioners in accordance with the procedures set forth in section 110-33. The development agreement shall be contingent on the developer providing for required public improvements as set forth therein.

I. Monroe County Code Section 130-131(d)(1) requires approval of a major conditional use subject to the standards and procedures set forth in Chapter 110, Article III for commercial retail uses of 10,001 square feet or greater.

J. Rockland Commercial Center is generally described as follows:

1. The owners of the Property (as hereinafter defined) as of the date of execution of this Agreement are as follows: Record title in the subject Property is held by Rockland Key Investment Corp., Inc., whose owners are Susan Kemp, President, Steve Henson, Vice President, and Deborah Henson, Secretary, Basin Development Company LLC, whose owners are Steve R Henson, Manager, William O. Kemp, Manager, Susan J. Kemp, Manager, CNK Irrevocable Trust, William O. Kemp, Trustee, ZJK Irrevocable Trust, William O. Kemp, Trustee, and SJK Investment LLC, whose owner is Susan J. Kemp, Manager. The contract vendee and equitable owner of the subject Property is Developer, Key West/SAVLLC. There are no other legal or equitable owners of the Property known to the parties to this Agreement.

2. The Rockland Commercial Center is legally described as parcels of land in Part of Government Lot 7, Section 21, Township 67, South Range 26 East and having real estate (RE) numbers 00122070-000200, 00122070-000201, 00122070-000400, 00122070-000500, 00122070-000600, 00122080-000200, 00122080-000300, 00122080-000302, 00122080-000303 and 00122080-000304 (the "Property").

3. The Rockland Commercial Center currently has an Industrial ("I") Land Use (Zoning) District designation, an overlay designation of Rockland Key Commercial Retail Center Overlay District ("Overlay") and a corresponding Industrial ("I") Future Land Use Map designation. A copy of the Land Use District Map and Future Land Use Map for the Rockland Commercial Center is attached as Exhibit A.

4. The Rockland Commercial Center currently has a Tier Overlay District designation of Tier III.
5. The Rockland Commercial Center consists of approximately 33 acres.

6. Historically and currently the Rockland Commercial Center was and is being used for a mix of heavy industrial, office and retail uses.

II. PURPOSE

A. The overall purpose of this Agreement is to allow the Parties to implement the provisions of the Monroe County Comprehensive Plan via Monroe County Code Section 130-131.

B. The Agreement allows the redevelopment of Rockland Commercial Center, Rockland Key Florida, in compliance with all applicable provision of Florida Statutes, the Principles for Guiding Development in the Florida Keys Area of Critical State Concern, the Monroe County Comprehensive Plan, and the Monroe County Code.

C. Property Owner and Developer have authorized Trepanier & Associates, Inc. to execute this Agreement on their behalf. A copy of Property Owner and Developer agency authorization is attached hereto as Exhibit B.

III. AGREEMENT REQUIREMENTS

A. Recitals. The recitals explaining the intent and purpose of the project as set forth in the preceding clauses are incorporated herein and form a material part of this Agreement. The Parties recognize the binding effect Florida Statutes §163.3220-163.3243, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following.

B. Legal Description and Ownership. The legal description for the Rockland Commercial Center subject to this Agreement is set forth in Exhibit C.

C. Duration of Agreement. This Agreement shall remain in effect for ten (10) years from the “Effective Date” as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Section 163.3229, Florida Statutes. For the duration of this Agreement, the Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land, all as in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

D. Permitted Uses.

1. Rockland Commercial Center, 121 Overseas Highway, Rockland Key:
a) The Rockland Commercial Center currently has an I Land Use (Zoning) District designation, Overlay Land Use (Zoning) and a corresponding I Future Land Use Map designation.

b) In accordance with this Agreement and with the I Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.5.9, the principal purpose of the Industrial land use category is to provide for the development of industrial, manufacturing, and warehouse and distribution uses. Other commercial, public residential, and commercial fishing-related uses are also allowed.

c) In accordance with this Agreement and with the I Land Use (Zoning) District, as set forth in Monroe County Code Section 130-82, and in compliance with other provisions of the Code, the permitted uses in the I Land Use (Zoning) District include affordable workforce housing, restaurants, offices, commercial fishing, institutional uses, light industries, public buildings and uses, accessory uses, stealth wireless communications facilities, satellite earth stations, and antenna supporting structures.

d) In accordance with this Agreement and with the Overlay, as set forth in Monroe County Code Section 130-131, and in compliance with other provisions of the Code, the permitted uses in the Overlay include affordable workforce housing, commercial retail, restaurants, offices, commercial fishing, institutional uses, light industries, public buildings and uses, accessory uses, stealth wireless communications facilities, satellite earth stations, and antenna supporting structures.

E. Public Facilities.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Rockland Commercial Center. The Florida Keys Aqueduct Authority will individually meter each type of development accordingly.

2. Keys Energy Services provides electric service to the Rockland Commercial Center. Keys Energy Services will individually meter each type of development accordingly.

3. Solid waste service is provided to the Rockland Commercial Center by a solid waste collection system franchised by Monroe County.

4. The Rockland Commercial Center is connected to central sewer via the Big Coppitt Sewer Treatment system available to Rockland Key properties.

F. Reservation or Dedication of Land.

1. Developer shall construct and make available to the County (for a term of no less than ten (10) years at an annual rent of one dollar ($1.00) per year) a facility for use by members of the public consisting of a minimum amount of 5,000 square feet of total floor area, which includes the following features:
a) A 200-seat capacity community meeting room; and

b) Restroom and kitchen facilities; and

c) 1,000 square feet of area for neighborhood-oriented services that will be made available to the County (i.e. hobby rooms, exercise rooms or computer rooms).

The facility may be utilized for meetings and activities of residents, non-profit and for-profit County or community organizations, as well as other governmental, nongovernmental and public entities, on a first come first serve basis. Operational Fees for the facility may be charged to users of the facility. This facility must obtain a certificate of occupancy prior to or concurrent with issuance of a certificate of occupancy for a building to be utilized by any commercial retail use.

2. Developer shall construct and make available for lease no less than 10,000 square feet of commercial retail floor area consisting of no fewer than four (4) separate commercial units each no larger than 2,500 square feet (the “Shell Building”) for neighborhood-oriented retail and service uses such as, but not limited to, animal veterinary clinics, fitness centers, hair salons/barber shops, mail and shipping services, medical offices, professional services, or similar neighborhood-oriented uses deemed acceptable by the planning director on a first come basis. The Shell Building is identified as the Commercial Retail Floor Area on the Conceptual Site Plan attached as Exhibit D and shall be generally in the location shown on Exhibit D. Developer shall be fully compliant with the obligation to “construct and make available for lease” by substantially completing the Shell Building as follows:

a) All exterior walls, windows, doors, roof and other building exteriors completed according to Florida Building Code and approved County design.

b) Portable Water, Fire Water, sewer, electric, gas (if applicable) and data utilities will be stubbed to the Shell Building, ready to be split into tenant meters. Transformers, backflow preventers and other items required by the County to bring utilities to the site will be in place. Size of such utility lines shall be determined by a licensed Engineer to serve general retail needs.

c) Parking, sidewalks and landscaping shall be fully in place.

d) Fire sprinkler main line will be stubbed to the Shell Building ready to provide sprinklers to individual tenants.

e) HVAC will be installed appropriate for general retail use, split into four tenants. Minimal ductwork will be routed to interior; final layout will be determined by tenants.

f) Interior finishes will be determined by tenants, and the Shell Building need not have a finished floor slab, interior sheet rock, finished ceilings or interior walls to facilitate the installation of tenant specific utilities and finishes.
g) Code compliant stairs and egress from second floor, to the extent applicable, shall be fully in place at time of Shell Building completion.

3. Developer shall make certain parking facilities within the Rockland Commercial Center available for use by the County for storage of official vehicles in advance of major storms. Such parking facilities shall not exceed _____ square feet in size and shall be located in an area designated in Developer’s discretion, provided such area has a stabilized surface suitable for parking vehicles which weigh up to _____ pounds. If Monroe County utilizes such facilities, Monroe County shall provide not less than fifteen days’ prior notice of such use (unless less notice is necessary due to the need for the parking facilities being unforeseen), and Monroe County shall indemnify the shopping center owner(s)/operator(s), Developer, and their respective successors in interest from and against all liability arising from or related to such usage.

G. Public Improvements.

1. Property Owner/Developer shall provide a bicycle/pedestrian path connecting the Rockland Commercial Center to the county trail system along the US 1 corridor and a multi-modal transit stop for mass transit, which shall include designated areas for bicycle, scooter and motorcycle parking and an electric car charging system to limit and reduce vehicle trip generation. The bicycle/pedestrian path shall be generally in the location shown on the Conceptual Site Plan attached as Exhibit D hereto. The mass transit stop shall include a covered and secure (lighted and visible) area for passengers waiting for transportation and shall be located in an area designated in Developer’s discretion. The bicycle/pedestrian path and mass transit stop must be completed prior to or concurrent with issuance of a certificate of occupancy for a building to be utilized by any commercial retail use.

2. Developer shall incorporate measures to achieve a noise reduction level of 30 dB in all habitable structures permitted under this overlay district. Habitable structures do not include commercial structures, such as a retail store.

3. Developer shall pay for one (1) bus, at a cost of up to $100,000.00, for use on the Key West-Marathon route to increase capacity and frequency of bus service and to alleviate traffic congestion attributable to automobile vehicle trip generation on US 1. Property Owner/Developer may, at its election, place and maintain, on the exterior of the bus, advertising for the Rockland Commercial Center. The bus will be owned by Monroe County or its governmental designee, and Developer shall have no operational, maintenance, or other obligations with respect to the bus other than with respect to such advertising and funding to the extent set forth above related to the purchase of the bus. Developer shall make available to Monroe County the funds to purchase the bus prior to or concurrent with issuance of a certificate of occupancy for a building to be utilized by any commercial retail use.
4. Developer has provided a Traffic Impact Statement in the form of a level 3 traffic study by KBP Consulting, Inc. (the “Traffic Study”). Developer shall address three areas of concern as follows:

a) Segment 1 (as referenced in the Traffic Study) – The Developer shall evaluate the appropriateness and applicability of adaptive traffic signalization within the study area. If that evaluation determines that adaptive traffic signalization will substantially improve the LOS of Segment 1, Developer shall assume and be responsible for the cost, not to exceed $100,000.00, of making traffic signalization improvements to US 1 (within Segment 1), as warranted under FDOT standards, including costs of design, permitting, installation, and construction to facilitate the installation of the adaptive traffic signalization. Developer’s contribution to the cost, not to exceed $100,000, shall be paid to Monroe County prior to or concurrent with issuance of a certificate of occupancy for a building to be utilized by any commercial retail use. Developer’s contribution to the cost of the traffic signalization improvements as set forth herein shall satisfy Developer’s obligations under this sub-paragraph, and Developer shall not be responsible for undertaking the design and construction the traffic signalization improvements.

b) Big Pine Key (as referenced in the Traffic Study) – The Developer shall evaluate the appropriateness and applicability of adaptive traffic signalization within the study area, and shall perform a cross-island connector study to ascertain the potential impacts of, and opportunities for, improving inter-island mobility in order to minimize congestion and delay on US 1. Developer’s obligations pursuant to this paragraph are limited to the performance of the evaluation and cross-island connector study, and Developer shall not be obligated to implement the results of such evaluation and study.

c) Segment 3 (as referenced in the Traffic Study) – Developer shall evaluate the appropriateness and applicability of adaptive traffic signalization within the study area. If that evaluation determines that adaptive traffic signalization will substantially improve the LOS of Segment 3, Developer shall assume and be responsible for the cost, not to exceed $100,000.00, of making traffic signalization improvements to US 1 (within Segment 3), as warranted under FDOT standards, including costs of design, permitting, installation, and construction to facilitate the installation of the adaptive traffic signalization. Developer’s contribution to the cost, not to exceed $100,000, shall be paid to Monroe County prior to or concurrent with issuance of a certificate of occupancy for a building to be utilized by any commercial retail use. Developer’s contribution to the cost of the traffic signalization improvements as set forth herein shall satisfy Developer’s obligations under this sub-paragraph, and Developer shall not be responsible for undertaking the design and construction the traffic signalization improvements.

5. Developer shall be responsible for causing all improvements necessary to connect the shopping center to US 1, as warranted under FDOT standards, including design, permitting, installation, and construction of those improvements.
6. The cost of all infrastructure improvements on public property, including but not limited to Developer’s contributions to traffic signalization improvements as set forth above, shall apply to and be credited toward Developer’s obligation to pay the appropriate impact fee pursuant to MCC Chapter 126.

H. Environmental Protections

1. Identified mangrove wetlands and associated transitional upland buffer areas located on the property will be placed under a perpetual conservation easement to be recorded in the Public Records of Monroe County. The conservation areas within the conservation easement may in no way be altered from their permitted state (excluding restoration activities). Activities prohibited within the conservation areas include but are not limited to:

a) Construction or placing of buildings signs and/or other similar infrastructure on or above the ground;

b) Dumping or placing soil or material as landfill or dumping or placing of trash waste or unsightly or offensive materials;

c) Removal or destruction of trees shrubs or other vegetation excluding vegetation classified as invasive exotic;

d) Excavation dredging or removal of loam peat gravel soil rock or other material substances in such manner as to affect the surface

e) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

f) Activities or development detrimental to drainage flood control water conservation erosion control soil conservation or fish and wildlife habitat preservation including but not limited to ditching diking or fencing;

g) Activities or development detrimental to such retention of land or water areas;

h) Activities or development detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical architectural archaeological or cultural significance; and

i) Any land use not related to preserving the natural state of the conservation area.

2. A wetland restoration and preservation component that involves removal of fill material from wetlands planting of the transitional buffer area with 100% native vegetation removal of all invasive exotic vegetation and fencing and signage at the limits of the Conservation Easement will be implemented in conformance with South Florida Water Management District SFWMD permit requirements.
3. Wetland setbacks, as established by the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (ACOE) permits shall be planted in a type and density of plants consistent with Plant Material requirements of a Class D Buffer.

4. A fully compliant SFWMD-approved stormwater management system that prevents adverse impacts to the onsite wetland restoration and conservation area shall be implemented as part of any redevelopment process.

I. Employee/Workforce Housing.

1. Employee/Workforce Housing Linkage LDR. Monroe County has engaged a consultant to determine an appropriate linkage between the number of employee/workforce housing units needed to house employees that support new nonresidential development. The parties anticipate that a requirement for employee/workforce housing related to construction of new commercial floor area (the "Linkage Ratio"), will be incorporated in a land development regulation (the "Linkage LDR") conditioning future nonresidential development approvals upon construction of new employee/workforce housing units sufficient to accommodate the number of employees associated with that nonresidential development (the "Housing Requirement"). Because the Linkage LDR may not have become effective at the time that a building permit is issued for Rockland Commercial Center, the parties agree that Developer shall be obligated to take such actions as may be required to assure compliance needed to meet the Housing Requirement. Developer must meet this obligation notwithstanding issuance of building permits and certificates of occupancy for Rockland Commercial Center prior to the effective date of the Linkage LDR.

2. Fair Share Contribution. After receipt of a building permit for construction in the Rockland Commercial Center and prior to the commencement of construction, Developer shall make a Fair Share Contribution toward the cost of meeting Developer's Housing Requirement under sub-paragraph 1, above. The amount of the Fair Share Contribution shall be calculated by multiplying the area of new gross leasable floor area (i.e., the total proposed floor area less the existing floor area being removed) by Three Dollars ($3.00) per square foot, and shall be deposited into an escrow account established by Monroe County to receive and disburse Fair Share Contributions. The funding of the Fair Share Contribution shall be sufficient to allow the issuance of certificates of occupancy for buildings to be utilized for any commercial retail use in the Rockland Commercial Center, except as may be expressly provided herein with respect to the portion of the Rockland Commercial Center identified as the “Affordable Housing Site” on the Conceptual Site Plan attached as Exhibit D hereto. Upon issuance of a Certificate of Occupancy for the housing units required under sub-paragraph 1, above, the funds deposited by Developer into the Fair Share Contributions account shall be disbursed as directed by Developer.

3. Onsite Employee/Workforce Housing. Developer intends to seek land use and development approvals, including without limitation an amendment to Overlay District regulations, to authorize construction on vacant land which is a part of the Rockland
Commercial Center (i.e. the area of the site identified as “Affordable Housing Site” on the Conceptual Site Plan attached as Exhibit D hereto) of approximately three hundred (300) employee/workforce housing units. Approvals for onsite workforce housing are not part of this Agreement. Monroe County agrees to process expeditiously applications for such land use approvals and to cooperate in good faith with Developer’s efforts to secure those approvals; provided, however, that nothing herein shall be construed as an obligation by Monroe County to ultimately grant such approvals. Upon the granting of development approvals, County shall make available to Developer the necessary amount of residential rate of growth ordinance (ROGO) units necessary to complete the construction of the housing project in a single phase. If housing units contemplated above are constructed, the units shall be deemed to meet the Employee/Workforce Housing requirement of subsection 1 above.

4. Income standards. Occupants of the employee/workforce housing constructed in compliance with sub-paragraphs 1 or 3, above, shall demonstrate qualification for such units in accordance with regulations established and regularly updated by the County. Occupancy criteria shall also conform to restrictions established to ensure that workforce units maintain their affordability.

5. Time Frame. Until the employee/workforce requirements in subsection 1 or 3 above are built, the area of the site identified as the “Affordable Housing Site” shall not be eligible for any nonresidential development other than as expressly provided for within this Agreement. Monroe County and Developer shall enter into a separate agreement to effectuate this requirement. Notwithstanding anything contained in this Agreement to the contrary, Developer’s failure to comply with the Housing Requirement and the affordable housing provisions of this Agreement shall not adversely impact the continued use and operation of commercial development in Rockland Commercial Center outside of the Affordable Housing Site, provided such commercial development was constructed in accordance with the provisions of this Agreement and the Fair Share Contribution was made.

J. Development Standards.

The development standards shall be determined by the application of the standards contained in the Monroe County Comprehensive Plan and Monroe County Code in effect on the effective date of this agreement and as specified in the major conditional use permits issued pursuant to Monroe County Code Section 130-131, and shall include the following standards:

1. Unless specifically and otherwise allowed by a development order issued in conformity with this Agreement, all new buildings built within the Rockland Commercial Center property shall not exceed height limits applicable to structures in I District.

2. Areas designated Native Area (“NA”): None of the permitted uses listed in section 130-131(d)(1) shall be permitted in any area designated as NA on the Land Use District Map.

3. Maximum floor area
a) An individual building may contain up to 175,000 square feet of floor area if the building complies with the following design requirements:

i. Building Facades. Facades equal to or greater than one hundred (100) feet in length measured horizontally shall incorporate wall plane projections or recesses having a depth of at least three (3) percent of the length of the façade and extending at least twenty (20) percent of the length of the façade. No uninterrupted length of any facade shall exceed forty (40) horizontal feet. 

[NOTE: Builder requires clarification from the County on this issue with respect to these requirements]

ii. Roofs. All buildings regardless of size shall incorporate at least two of the following roof related architectural features:

(1) Overhanging eaves extending no less than three feet past the supporting walls.

(2) Sloping roofs with an average slope greater than or equal to one foot of vertical rise for every three feet of horizontal run and less than or equal to one foot of vertical rise for every 1 foot of horizontal run.

(3) Three or more roof slope planes.

(4) A specific architectural slope element proposed by the applicant’s architect that is acceptable to the Planning Director.

(5) For any building with a flat roof and/or any building on which rooftop equipment is installed, parapets shall be incorporated to conceal from public view the flat roof and rooftop equipment, such as HVAC units. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third (1/3) of the height of the supporting wall. Such parapets shall feature three dimensional cornice treatments.

iii. Material and/or color variation. A front building facade regardless of the building size shall include at least two material types and at least two colors.

iv. Design consistency. Compatible and consistent design materials and colors shall be utilized for all new structures within the overlay district in order to make the development as a whole more cohesive.

b) No individual tenant space shall exceed 140,000 square feet.

c) The cumulative total of all commercial floor area within the overlay district shall not exceed a maximum floor area of 335,000 square feet.
4. Property Owner/Developer shall, prior to the issuance of a commercial retail use of greater than 10,000 square feet within the overlay district, install a class “D” bufferyard along the boundary of the overlay district adjacent to US 1, a class “D” bufferyard adjacent to wetlands, and a class “C” bufferyard along all other non-shoreline boundaries of the overlay district.

K. Development Approvals. The following County development approvals are required for the development authorized by this Agreement:

1. Conceptual Site Plan. The County does hereby accept the Conceptual Site Plan of the Rockland Commercial Center Property. The “Conceptual Site Plan” means the site plan document attached to this Agreement as Exhibit D which portrays the densities, intensities and generalized location of the development expected and proposed on the Property.

2. Conditional Use Approval, including Final Site Plan approval by the County Planning Commission and planning staff confirming compliance with this Agreement and applicable County Code requirements. “Final Site Plan” means that site plan which is approved in connection with and part of the Major Conditional Use application approved by the Monroe County Planning Commission for the Property. The final site plan may change from time to time pursuant to subsequent amendments, revisions and deviations as permitted by the Land Development Code.

3. Final Site Plan (administrative staff). Final site plan application and approval by the County building official, fire marshal, and planning staff confirming compliance with this Agreement and applicable County Code requirements.

4. Building Permits. As of right building permits will be issued as provided pursuant to the County Code, for each commercial floor area/structure, and other individual structures. An overall site permit will address landscaping, parking, paths, setback, open space, and other associated items. The Developer may employ the services of a “private provider” architectural engineering firm to review building permit applications and perform construction inspections and issue reports to the County as allowed by state law applicable to the Building Code. The County will cooperate with the Developer to facilitate the use of private provider services for building permit review and inspections, the cost of which will be Developer’s responsibility. The Developer shall have a period of ten (10) years from the effective date of this Agreement to obtain the first Certificate of Occupancy for a building on the Property and four (4) years from the effective date of this Agreement to obtain the first building permit. Building permits for the improvements to US 1 shall be submitted within forty-eight (48) months from the effective date of this agreement.

5. Review. No further review or discretionary review will be required by the County with the exception of the Planning Commission Major Conditional Use review, it being agreed that the Development as depicted on the approved Conceptual Site Plan attached hereto requires only the aforementioned development approvals so long as the Final Site Plan substantially
L. Military Installation Area of Impact. Property Owner and Developer acknowledge and understand that the Rockland Commercial Retail Center is within the Military Installation Area of Impact Overlay as defined by the Monroe County Comprehensive Plan. Property Owner and Developer agree that habitable structures, permitted under this overlay district, shall meet noise reduction levels for high noise zones. Measures to achieve a noise reduction level of 30dB must be incorporated into design and construction of the habitable structures. This shall be the minimum sound attenuation standard. The community meeting facility required in subsection (d)(5) shall not be constructed in the most current 75 DNL area. Habitable structures do not include commercial structures, such as a retail store.

IV. STANDARD PROVISIONS

1. Finding of Consistency. By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers Monroe County's Comprehensive Plan and Land Development Regulations.

2. Breach, Amendment, Enforcement, and Termination.

a. Material Breach. A material breach by the Parties is a failure of any Party to comply with the terms of this Agreement after Notice as provided herein.

b. Notice. Upon either Party's material breach of the terms and conditions of this Agreement, the non-breaching party shall serve written Notice of the breach upon the breaching Party pursuant to the procedure established in the Agreement and shall provide the opportunity, within ninety (90) days of the date such Notice is served, to propose a method of fulfilling the Agreement's terms and conditions or curing the material breach or to negotiate an amendment to the Agreement within a reasonable time, as mutually agreed to by the Parties. This Agreement is not subject to arbitration and must be amended in accordance with statutory requirements.

c. Amendment or Termination. The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.

i. Amendments to this Agreement shall subject the Parties to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.

ii. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Parties.

iii. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by
the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.

d. **Enforcement:**

i. After notice and an opportunity to respond and/or cure the material breach as provided for below. In addition, Monroe County may utilize appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein.

ii. The Parties, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.

iii. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.

3. **Binding Effect of Agreement.** The covenants, agreements, and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the Parties hereto and their respective personal representative, heirs, successors and assigns.

4. **State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude either Party’s compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal laws.

5. **Compliance with Other Laws.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Parties of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.

6. **Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. The Parties reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes, and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

7. **No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve the Parties, other than Monroe County, of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.
8. Good Faith; Further Assurances; No Cost. The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County’s police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.

9. Successors and Assigns. This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.

10. Joint Preparation. This Agreement has been drafted with the participation of the Parties and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term “included” is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.

11. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

with a copy to

County Attorney
PO Box 1026
Key West, FL 33041

and
1111 12th Street Suite 408  
Key West, Florida 33040

The address of Property Owner shall be:

Rockland Investment Corporation  
121 US Hwy 1, Suite 109  
Key West, FL 33040

with a copy to


The address of Developer shall be:

Key West/SAVLLC  
400 Mall Boulevard, Suite M-1  
Savannah, GA 31406

with a copy to

Peter Rysman, Esq.  
302 Southard Street, No. 210  
Key West, FL 33040

It is the responsibility of the Parties to notify all Parties of change in name or address for proper notice.

12. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.

13. **Construction.** This Agreement shall be construed in accordance and with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings
shall be disregarded. All of the exhibits attached to this Agreement are incorporated in, and
made a part of, this Agreement.

14. Omissions. The Parties hereto recognize and agree that the failure of this Agreement to
address a particular permit, condition, terms, or restriction shall not relieve either Party of
the necessity of complying with the law governing said permitting requirements, conditions,
term, or restriction notwithstanding any such omission.

15. Jurisdiction and Governing Law. The Parties hereto agree that any and all suits or actions
at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement
shall be construed and interpreted under the laws of the State of Florida. This Agreement is
not subject to arbitration.

16. Attorney’s Fees and Costs. The parties agree that in the event any cause of action or
administrative proceeding is initiated or defended by any party relative to the enforcement
or interpretation of this Agreement, the prevailing party shall be entitled to reasonable
attorney’s fees, court costs, investigative, and out-of-pocket expenses, as an award against
the non-prevailing party, and shall include attorney’s fees, court costs, investigative, and out-
of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted
pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure
and usual and customary procedures required by the circuit court of Monroe County. This
Agreement is not subject to arbitration.

17. Time of Essence. Time shall be of the essence for each and every provision hereof.

18. Entire Agreement. This Agreement, together with the documents referenced herein,
constitute the entire agreement and understanding among the Parties with respect to the
subject matter hereof, and there are no other agreements, representations or warranties other
than as set forth herein. This Agreement may not be changed, altered or modified except by
an instrument in writing signed by the Party against whom enforcement of such change
would be sought and subject to the requirements for the amendment of development
agreements in the Act.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the
different Parties hereto in separate counterparts, each of which when executed shall be
deemed to be an original but all of which taken together shall constitute one and the same
agreement.

20. Recording. Monroe County shall record this Agreement with the Clerk of the Circuit Court
of Monroe County within fourteen (14) days following signature by all Parties. Property
Owner/Developer agrees that it shall be responsible for all recording fees and other related
fees and costs related to the recording and delivery of this Agreement as described in this
section. The provisions hereof shall remain in full force and effect during the term hereof
and shall be binding upon all successors in interest to the Parties to this Agreement.
Whenever an extension of any deadline is permitted or provided for under the terms of this
Agreement, at the request of either Party, the other Parties shall join in a short-form
recordable memorandum confirming such extension that shall be recorded in the Public
Records of Monroe County.

21. **Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of
this Agreement and its resolution are hereby repealed to the extent of such conflict.

22. **Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid
under any applicable law or regulation, such provisions shall be inapplicable and deemed
omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall
not be invalidated thereby and shall be given full force and effect.

23. **Effective Date.** The “Effective Date” of this Agreement is 30 days after the duly signed and
recorded Agreement is received by the Florida Department of Economic Opportunity
pursuant to Chapter 380, Florida Statutes.
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Rockland Key Investment Corp., Inc., SJK Investments, LLC., and Basin Development, LLC.

By: Steve Henson

Title: Authorized Agent for Rockland Key Investment Corp., Inc., SJK Investments, and LLC, Basin Development, LLC.

Dated: ____________________________

The foregoing instrument was acknowledged before me on this ___ day of _________, 2017, by ___________________ the ___________________ of Rockland Investment Corporation, Inc. He is personally known to me and did not take an oath.

_______________________________

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Key West/SAVLLC

By: _______________________________

Title: ____________________________

Dated: ____________________________

The foregoing instrument was acknowledged before me on this ___ day of _________, 2017, by ___________________ the ___________________ of Key West/SAVLLC. He is personally known to me and did not take an oath.

_______________________________

ATTEST: AMY HEAVILIN, CLERK MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

_______________________________

DEPUTY CLERK MAYOR
Authorization Form

I, Steve Henson, Vice President - Rockland Investment Corp. Inc. authorize
Trenarger & Associates, Inc. to be the representative for the Text Amendment Application
and act on my/our behalf with regard to this issue.

Signature of Owner

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on August 5, 2011 (date) by
Steve Henson, Vice President - Rockland Investment Corp. Inc.

Name of Affiant: Kerry L. Highsmith

[Signature]

Commission # 85-137801
Expires April 22, 2015

Authority Stamp

Authorization Form
Authorization Form

I, Basin Development Company, LLC; SJK Investments, LLC; Rockland Investment Corporation, Inc
Please Print Name(s) of Owner(s)

authorize Trepanier & Associates, Inc. to be the representative for 00122070-002000.
Name of Agent
Address(es)/ RE Number(s)
00122080-000104, 00122070-002001, 00122070-000200, 00122070-000400,
Address(es)/ RE Number(s)
00122070-000600, 00122070-000600, 00122080-000300, 00122080-000302, 012080-00303
Address(es)/ RE Number(s)

and act on my/our behalf with regard to this issue.

[Signatures]

Signature(s) of Owner
Susan J. Kemp; MGRM of SJK Investments, LLC., and President of
Rockland Investment Corporation, Inc.

William D. Kemp; MGRM of Basin Development Company, LLC.

Subscribed and sworn to (or affirmed) before me on 10.19.12 (date) by

[Signatures]

He/She is personally known to me or has
presented __________________________ as identification.

[Seal]

Notary's Signature and Seal

D. Branham
Notary Public
State of Florida
My comm. Exp. 3.21.16

Deborah Branham
Name of Acknowledger printed or stamped
Title or Rank
Commission Number, if any
EXHIBIT A - LEGAL DESCRIPTION
ROCKLAND KEY RETAIL COMMERCIAL CENTER OVERLAY
DISTRICT

PARCEL A:

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key viaduct; thence S63°09'20" W. along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet; thence West for 1757.36 feet to the Point of Beginning; thence West, a distance of 326.00 feet; thence South, a distance of 636.11 feet to the Northerly right-of-way line of U.S. Highway No. 1; thence S89°39'23" W, and along the said Northerly right-of-way line of U.S. Highway No. 1 a distance of 151.64 feet; thence South to the point of curvature of a curve to the left, having a radius of 5804.65 feet, a central angle of 00°02'30"., a chord bearing of S89°37'58" W and a chord length of 4.21 feet; thence along the arc of said curve, an arc length of 4.21 feet to the end of said curve; thence North, and leaving the said Northerly right-of-way line of U.S. Highway No. 1, a distance of 677.05 feet; thence S90°00'00" E, a distance of 481.85 feet; thence South a distance of 40.00 feet to the Point of Beginning.

PARCEL B:

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key viaduct; thence S63°09'20" W. along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet; thence West for 2414.12 feet; thence South 167.02 feet to the Point of Beginning; thence West a distance of 58.93 feet; thence South a distance of 476.31 feet to the Northerly right-of-way line of U.S. Highway No. 1 to a point on a curve to the right, having a radius of 5804.65 feet, a central angle of 00°26'04"., a chord bearing of N87°31'20" E and a chord length of 44.03 feet; thence along the arc of said curve, an arc length of 44.03 feet to the end of said curve; thence North, and leaving the said Northerly right-of-way line of U.S. Highway No. 1, a distance of 341.20 feet; thence West a distance of 38.94 feet; thence North a distance of 107.26 feet; thence East a distance of 53.88 feet; thence North a distance of 25.95 feet to the Point of Beginning.

PARCEL C:

Together with a non-exclusive easement for ingress, egress and access, created by Corrective Easement Agreement by and between C.T.B., Inc. and Rockland Investment Corporation, Inc., dated April 22, 1997 and recorded in Official Records Book 1458, Page 1378, of the Public Records of Monroe County, Florida, over the lands described therein.
PARCEL D:

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCE at the Southwest corner of Rockland Village, according to the Plat thereof as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida and run thence North along the West boundary line of said Rockland Village, a distance of 29.30 feet to a point; thence West a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113, of the said Public Records; thence continue West a distance of 1500.10 feet to the Point of Beginning of the parcel of land being described herein; thence North for a distance of 40.00 feet; thence East for a distance of 567.11 feet; thence North for a distance of 462.71 feet; thence West for a distance of 242.00 feet; thence South for a distance of 211.91 feet; thence West for a distance of 500.11 feet; thence South for a distance of 483.72 feet; thence West for a distance of 53.88 feet; thence South for a distance of 107.26 feet; thence East for a distance of 38.94 feet; thence South for a distance of 339.82 feet to the North right-of-way line of U.S. Highway No. 1; thence Northeasterly along said right-of-way line for a distance of 189.94 feet to a point that bears South of the Point of Beginning; thence North for a distance of 640.00 feet to the Point of Beginning.

PARCEL F:

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key viaduct; thence S63°09′20″ W. along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet; thence West for 2414.21 feet to the Point of Beginning; thence South for 167.02 feet; thence West for 58.93 feet; thence North for 40.00 feet; thence N21°15′09″ E for 162.56 feet; thence South 24.48 feet to the Point of Beginning.

EXHIBIT A - ROCKLAND PROPERTY - PARCEL GG

A parcel of land in a Part of Government Lot 6 & 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida and being more particularly described as follows:

PARCEL GG:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West Abutment of the Rockland Key Viaduct; thence South 63°09′20″ West along the original centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for 970.73 feet; thence West for 1562.10 feet to the Point of Beginning; thence North a distance of 1154.97 feet to a line lying
2000 feet Northerly of the South Line of said Section 21; thence West along the said line lying
2000 feet Northerly of the South Line of said Section 21 for a distance of 1016.48 feet; thence
South along a line lying 222.99 feet East of and parallel with the West line of said Section 21 for a
distance of 1804.23 feet to the Northerly Right-of-Way line of U.S. Highway No. 1 and a point on
a curve to the right having a radius of 5804.65 feet, a central angle of 01°02'33"; a chord bearing
of N 86°47'01" East and a chord length of 105.62 feet; thence along the arc of said curve, an arc
length of 105.62 feet to the end of said curve, thence North and leaving the said Northerly Right-
of-Way Line of U.S. Highway No. 1 a distance of 516.31 feet; thence North 21°15'12" East a
distance of 162.56 feet; thence North a distance of 336.13 feet; thence N 40°52'49" East, a
distance of 57.66 feet; thence North a distance of 98.45 feet; thence East a distance of 704.37 feet;
thence South a distance of 462.65 feet; thence West a distance of 85.26 feet; thence South a
distance of 40.00 feet; thence East a distance of 195.26 feet to the Point of Beginning.

LESS PARCEL GG-01:

A parcel of land in a Part of Government Lot 6 & 7, Section 21, Township 67 South, Range 26
East, on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and
the West Abutment of the Rockland Key Viaduct; thence South 63°09'20" West along the original
centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for 970.73 feet; thence West for
1562.10 feet to the Point of Beginning; thence North for a distance of 502.65 feet; thence West for
a distance of 110.00 feet; thence South for a distance of 502.65 feet; thence East for a distance of
110.00 feet to the Point of Beginning.

LESS PARCEL GG-03:

A parcel of land in a Part of Government Lots 6 and 7, Section 21, Township 67 South, Range 26
East, on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and
the West Abutment of the Rockland Key Viaduct; thence South 63°09'20"W along the original
centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for 970.73 feet; thence West for
1562.10 feet; thence North for 904.96 feet to the Point of Beginning; thence continue North for a
distance of 250.00 feet; thence West for a distance of 350.00 feet; thence South for a distance of
250.00 feet; thence East for a distance of 350.00 feet to the Point of Beginning.

LESS TRACT 3:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11,
2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67
South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 3 of the
future map or plat entitled "Rockland Key Commerce Center Subdivision" at the time of
recordation) and said parcel being more particularly described as follows:
COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 1106.10 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing West, a distance of 345.00 feet to a point; thence North, a distance of 290.74 feet to a point; thence East, a distance of 345.00 feet to a point; thence South, a distance of 290.74 feet back to the "Point of Beginning".

LESS TRACT 21:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 21 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence, North, a distance of 502.67 feet to a point; thence East, a distance of 110.00 feet to a point; thence North a distance of 208.24 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 194.07 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 194.07 feet to a point; thence East, a distance of 283.11 feet back to the "Point of Beginning".

LESS TRACT 4:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 4 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a
point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing West, a distance of 173.11 feet to a point; thence North, a distance of 340.74 feet to a point; thence East, a distance of 173.11 feet to a point; thence South, a distance of 340.74 feet back to the "Point of Beginning".

LESS TRACT 5:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 5 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 340.74 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 161.93 feet to a point; thence West, a distance of 173.11 feet to a point; thence South, a distance of 161.93 feet to a point; thence East, a distance of 173.11 feet back to the "Point of Beginning".

LESS TRACT 13:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 13 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 502.67 feet to a point hereinafter to be known as the "Point of Beginning"; thence East a distance of 110.00 feet to a point; thence North, a distance of 104.12
feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 104.12 feet to a point, thence East, a distance of 173.11 feet back to the "Point of Beginning".

LESS TRACT 20:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 20 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 502.67 feet to a point; thence East, a distance of 110.00 feet to a point; thence North, a distance of 104.12 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 104.12 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 104.12 feet to a point; thence East, a distance of 283.11 feet back to the "Point of Beginning".

Such parcel is to be known as "Rockland Key Commerce Center Subdivision" at the time of recordation of the plat, and such parcel is now shown on that certain proposed plat or map dated May 11, 2005

LESS the following tracts shown thereon:

Tracts 1-5, 13, 20, 21 and 35

EXHIBIT B - BASIN PROPERTY:

A Meander Line, following the eccentricities of the Mean High Water Line (elevation 1.40 NGVD), of a parcel of land lying and being in Government 7, Section 21, Township 67 South, Range 26 East, Monroe County, Florida and being bound on the north by the Mean High Water Line of the Gulf of Mexico and on the west by a line 222.99 feet east and parallel with the westerly limits of the said Section 21 and bound on the east by a line parallel with and 889.47 feet east of the said westerly limits of the said Section 21 and the said Meander Line being more particularly described as follows:

COMMENCING at the southwest corner of Rockland Village, according to the plat thereof as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence NORTH, along the west boundary line of said Rockland Village, a distance of 29.30 feet to a
point; thence WEST, a distance of 1840.50 feet to the northwest corner of lands described in
Official Records Book 373, Pages 112 and 113, of the said Public Records of Monroe Country,
Florida; thence continuing WEST, a distance of 932.99 feet to a point; thence continuing WEST, a
distance of 411.26 feet to a point; thence SOUTH, a distance of 636.26 feet to a point on the said
northerly right-of-way line of U.S. Highway No. 1 (A.K.A. Overseas Highway); thence
89°39'23"W, a distance of 152.55 feet to a point of curvature of a circular curve, concave
southerly and having a radius of 5804.25 feet; thence southwesterly, along the said northerly right-
of-way line and the arc of the said curve, through a central angle of 03°23'06", a distance of
342.94 feet to a point lying 222.99 feet (deed) east of the said westerly limits of the said Section
21, Township 67 South, Range 26 East, Monroe County, Florida; thence NORTH, leaving the said
northerly right-of-way line and along the said line, parallel with and 222.99 feet east of the
westerly limits of said Section 21, a distance of 377.61 feet to a point of intersection with the
Mean High Water Line (MHWL) of the Gulf of Mexico (elevation 1.40 feet NGVD 1929); thence
N14°53'54"E, meandering the eccentrics of the said MHWL, a distance of 38.79 feet; thence
N03°35'35"E, a distance of 43.84 feet; thence N07°43'13"W, a distance of 36.22 feet; thence
N19°59'22"E, a distance of 50.44 feet; thence N18°10'21"W, a distance of 45.16 feet; thence
N61°08'45"E, a distance of 18.37 feet; thence N17°26'48"E, a distance of 28.97 feet; thence
N69°53'58"W, a distance of 26.57 feet; thence N17°33'46"W, a distance of 37.56 feet; thence
N00°06'26"W, a distance of 46.60 feet; thence N00°13'46"E, a distance of 25.45 feet; thence
N04°45'54"E, a distance of 18.79 feet; thence N27°31'00"E, a distance of 31.72 feet; thence
N16°02'34"E, a distance of 30.20 feet; thence N00°43'45"W, a distance of 21.42 feet; thence
N12°39'34"W, a distance of 49.95 feet; thence N04°21'20"E, a distance of 51.93 feet; thence
N40°23'59"E, a distance of 47.68 feet; thence N19°11'24"E, a distance of 18.45 feet; thence
N24°47'52"E, a distance of 25.34 feet; thence N62°43'16"E, a distance of 31.89 feet; thence
N32°55'49"E, a distance of 32.66 feet; thence N23°38'56"W, a distance of 42.39 feet; thence
N79°38'05"W, a distance of 17.48 feet; thence N88°26'56"W, a distance of 12.98 feet; thence
N83°47'04"W, a distance of 40.36 feet; thence N57°26'25"W, a distance of 26.03 feet; thence
N33°11'03"W, a distance of 53.75 feet to a point of intersection with the said line being parallel
with and 222.99 feet east of the westerly limits of Section 21; thence NORTH, along the said
parallel line, a distance of 170.44 feet to a point of intersection with the said MHWL; thence
N11°56'06"E, meandering the said eccentrics of the MHWL, a distance of 21.94 feet; thence
N02°51'36"W, a distance of 28.08 feet; thence N09°14'56"W, a distance of 19.51 feet to a point of
intersection with the said line parallel with and 222.99 feet east of the said westerly limits of
Section 21; thence NORTH, along the said parallel line, a distance of 812.02 feet to a point
hereinafter to be known as the "POINT OF BEGINNING" and the said point also being a point of
intersection with the said MHWL; thence N50°07'44"E, meandering the said eccentrics of the
MHWL, a distance of 88.23 feet; thence S75°11'27"E, a distance of 68.05 feet; thence
N13°23'23"E, a distance of 142.96 feet; thence N32°09'56"E, a distance of 37.99 feet; thence
N51°48'31"E, a distance of 57.03 feet; thence N13°48'07"W, a distance of 16.67 feet; thence
N68°50'13"E, a distance of 33.97 feet; thence N19°08'02"W, a distance of 22.48 feet; thence
N45°49'52"W, a distance of 15.08 feet; thence N41°35'28"E, a distance of 25.89 feet; thence
N82°02'46"E, a distance of 37.89 feet; thence N78°53'33"E, a distance of 43.24 feet; thence
N61°02'32"E, a distance of 13.45 feet; thence N49°38'39"E, a distance of 16.04 feet; thence
N54°58'16"E, a distance of 33.53 feet; thence N75°39'39"E, a distance of 36.57 feet; thence
N78°36'54"E, a distance of 45.54 feet; thence N86°04'40"E, a distance of 23.05 feet; thence
N39°03'35"E, a distance of 16.28 feet; thence S01°53'06"W, a distance of 12.66 feet; thence
S68°51'36"W, a distance of 28.21 feet; thence S80°46'35"W, a distance of 31.31 feet; thence
S74°26'46"W, a distance of 30.58 feet; thence S78°33'40"W, a distance of 14.40 feet; thence
S44°56'07"W, a distance of 17.13 feet; thence S00°34'59"W, a distance of 15.79 feet; thence
S18°10'34"W, a distance of 15.25 feet; thence S41°15'29"W, a distance of 49.24 feet; thence
S54°53'36"W, a distance of 37.37 feet; thence S20°22'52"W, a distance of 45.94 feet; thence
S17°04'55"W, a distance of 58.82 feet; thence S19°54'05"W, a distance of 17.35 feet; thence
S11°42'46"W, a distance of 31.51 feet; thence S03°31'20"W, a distance of 49.41 feet; thence
S01°43'08"E, a distance of 56.52 feet; thence S15°45'34"W, a distance of 25.16 feet; thence
S24°52'03"E, a distance of 12.19 feet; thence S04°17'23"E, a distance of 47.08 feet; thence
S09°46'03"E, a distance of 53.35 feet; thence S46°33'25"E, a distance of 43.31 feet; thence
S75°17'13"E, a distance of 41.04 feet; thence S73°52'07"E, a distance of 45.17 feet; thence
S73°32'44"E, a distance of 46.14 feet; thence S82°14'15"E, a distance of 39.69 feet; thence
S74°31'05"E, a distance of 11.11 feet; thence S48°40'07"E, a distance of 6.02 feet; thence
S79°19'17"E, a distance of 22.77 feet; thence S82°35'20"E, a distance of 26.27 feet; thence
S83°45'26"E, a distance of 25.41 feet; thence S86°21'03"E, a distance of 23.62 feet; thence
S88°37'06"E, a distance of 25.15 feet; thence N86°44'05"E, a distance of 23.91 feet; thence
S88°39'56"E, a distance of 21.09 feet to a point being the "POINT OF TERMINATION" of the
said Meander Line of the Mean High Water Line.

EXHIBIT C - SJK INVESTMENTS PROPERTY

PARCEL ONE:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67
South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 3 of the
future map or plat entitled "Rockland Key Commerce Center Subdivision" at the time of
recording) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as
recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence
North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a
point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest
corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public
Records of Monroe County, Florida; thence continuing West, a distance of 1106.10 feet to a point
hereinafter to be known as the "Point of Beginning"; thence continuing west, a distance of 345.00
feet to a point; thence North, a distance of 290.74 feet to a point; thence East, a distance of 345.00
feet to a point; thence South, a distance of 290.74 feet back to the "Point of Beginning".

PARCEL TWO:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67
South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 21 of the
future map or plat entitled "Rockland Key Commerce Center" at the time of recording) and
said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as
recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence
North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 502.67 feet to a point; thence East, a distance of 110.00 feet to a point; thence North a distance of 208.24 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 194.07 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 194.07 feet to a point; thence East, a distance of 283.11 feet back to the "Point of Beginning".

NE CORNER ROCKLAND PROPERTY:

A parcel of land in a Part of Government Lots 6 & 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the centerline of U.S. Highway No. 1 (State Road No. 5) and the West Abutment of the Rockland Key Viaduct; thence S 63°09'20" W along the original centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for 970.73 feet; thence West for 1562.10 feet; thence North for 904.96 feet; thence West for a distance of 350.00 feet; thence North for a distance of 25.00 feet to the Point of Beginning; thence continue North for a distance of 225.00 feet; thence East for a distance of 175.00 feet; thence South for a distance of 225.00 feet; thence West for a distance of 175.00 feet back to the Point of Beginning.
Hi Gail:

Enclose is a Authorized paper from Mr. Steve Henson from Investment corp. inc. Along with ownership disclosures from Basin Development Co. LLC Rockland Investment corp., and SJK Investment LLC.

If you have any question please do not hesitate to call us.

With regards,
I hereby authorize Trepanier & Associates Inc. to be listed as authorized agent for Steve Henson, Vice President - Rockland for the application submittal for Investment Corp. Inc.

Property described as Lot: __________, Block __________,
Subdivision: __________________________, Key (island): Boca Chica Key
and Real Estate number: 00122070-000200, 00122070-000201, 00122070-000400, 0012270-000500, 00122070-000600, 00122080-000200, 00122080-000300, 00122080-000303
00122080-000304

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.

The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

__________________________
Property Owner(s) Signature

__________________________
Printed Name of Owner(s)

NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 18th day of December, 2014.

__________________________
Notary

__________________________
Mr. Steve Henson is personally known produced identification

__________________________
Type of Identification), did / did not take an oath.
**Ownership Disclosure**  
Rockland Investment Corp.  
121 US Highway 1 STE 109 Key West, FL 33040

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Kemp, President 121 US HWY One, STE 109 Key West, FL 33040</td>
<td>50</td>
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<td>Steve Henson, Vice President 1415 Atlantic Blvd. Key West, Fl 33040</td>
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</tr>
<tr>
<td>Deborah A. Henson, Secretary 1415 Atlantic Blvd. Key West, FL 33040</td>
<td>25</td>
</tr>
</tbody>
</table>

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: **William Kemp**  
State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 8th day of December 2014, by **William Kemp**. He/she is personally known to me or has produced as identification.  

Notary Public  
My Commission Expires
### Ownership Disclosure

**Basin Development Co. LLC**

121 US Highway 1 STE 103 Key West, FL 33040

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>% Ownership</th>
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</thead>
<tbody>
<tr>
<td>Steve R. Henson, Title Manager 121 US HWY One, STE 103 Key West, FL 33040</td>
<td>50</td>
</tr>
<tr>
<td>William O. Kemp, Title Manager 121 US HWY One, STE 103 Key West, FL 33040</td>
<td>10</td>
</tr>
<tr>
<td><strong>SUSAN J. KEMP</strong></td>
<td>10</td>
</tr>
<tr>
<td><strong>CNK IRREVOCABLE TRUST, Wm O. Kemp, TRUSTEE</strong></td>
<td>15</td>
</tr>
<tr>
<td><strong>ZJK IRREVOCABLE TRUST, Wm O. Kemp, TRUSTEE</strong></td>
<td>15</td>
</tr>
<tr>
<td><strong>ALL (3) ADDRESS</strong></td>
<td></td>
</tr>
<tr>
<td>121 U.S. HWY ONE, STE 103, KEY WEST</td>
<td></td>
</tr>
</tbody>
</table>

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: **William Kemp**, **Wm Kemp**

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 8th day of December, 2016, by **William Kemp**, he/she is personally known to me or has produced **Alicea Rodriguez** as identification.

Notary Public
My Commission Expires
### Ownership Disclosure

SJK Investment LLC
121 US Highway 1 STE 103 Key West FL 33040

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan J. Kemp, Title Manager 121 US HWY One, STE 103 Key West, FL 33040</td>
<td>100</td>
</tr>
</tbody>
</table>

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: **William Kemp**

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this **8th** day of **December, 2014**, by **William Kemp**. He/she is personally known to me or has produced **** as identification.

Notary Public

My Commission Expires
Disclosure of Interest

Pursuant to Section 101-6 of the Land Development Code, this form shall accompany land-use related applications. The intent is to disclose the identity of true parties in interest to the public, thereby enabling the public to ascertain which parties will potentially benefit.

Any person or entity holding real property in the form of a partnership, limited partnership, corporation, assignment of interest, trust, option, assignment of beneficial or contractual interest, or any form of representative capacity whatsoever for others, except as otherwise provided, shall, during application submittal for a specified application types, make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury. Exemptions to the requirements of this section include the beneficial interest which is represented by stock in corporations registered with the federal securities exchange commission or in corporations registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public.

This written disclosure shall be made to the planning director at the time of application. The disclosure information shall include the name and address of every person having a beneficial or contractual interest in the real property, however small or minimal.

- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>% of Ownership</th>
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</thead>
<tbody>
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</table>

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please see additional sheets</td>
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</tbody>
</table>
• If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name and Address</th>
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</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

• If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name and Address</th>
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</thead>
<tbody>
<tr>
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</table>

• If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

<table>
<thead>
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<th>Name and Address</th>
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<tr>
<td></td>
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</tbody>
</table>

* Please provide date of contract ____________________

• If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

<table>
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By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: Owen Trappier Pres. Trappier & Assocs.

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 8 day of Dec, 2014, by Owen Trappier. He/she is personally known to me or has produced ____________________________ as identification.

Richard Puente
Notary Public
My Commission Expires 03/2013
**Ownership Disclosure**

Key West SAV, LLC.

400 Mall Boulevard, Suite M-1, Savannah, GA 31406

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Garfunkel, 400 Mall Boulevard, Suite M-1, Savannah, GA 31406</td>
<td>100%</td>
</tr>
</tbody>
</table>

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: Owen Tepanier/P. Tepanier  Jr, Assoc., Inc.

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 8th day of December 2014, by Owen Tepanier, Jr., as he is personally known to me or has produced as identification.

RICHARD PUENTE
Commission #FF 067969
Expires March 2, 2018
Notary Public
My Commission Expires

 RECEIVED
DEC - 9 2014
2014-1164
MONROE CO. PLANNING DEPT
## Ownership Disclosure
Basin Development Co. LLC
121 US Highway 1 STE 103 Key West, FL 33040

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Printed Name / Signature of Person Completing Form: **William Kemp**, **Wm Kemp**

State of Florida. County of Monroe

The foregoing instrument was acknowledged before me this 8th day of December, 2016 by **William Kemp**, He/she is personally known to me or has produced as identification.

Notary Public
My Commission Expires
# Ownership Disclosure

**SJK Investment LLC**

**121 US Highway 1 STE 103 Key West FL 33040**

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Printed Name / Signature of Person Completing Form: William Kemp

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 8th day of December, 2014, by William Kemp. He/she is personally known to me or has produced identification.

Signature: [Signature]

Notary Public
My Commission Expires

[Notary Seal]

**Alcida Rodriguez**

My Commission # FF 050419
Expires: December 12, 2017

Bonded thru Notary Public Underwriters
# Ownership Disclosure

Rockland Investment Corp.
121 US Highway 1 STE 109 Key West, FL 33040

<table>
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Printed Name / Signature of Person Completing Form: [William Kemp]

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 8th day of December 2014, by [William Kemp]. He/she is personally known to me or has produced as identification.

[Signature]
Notary Public
My Commission Expires

[Notary Public Seal]

ALICIA RODRIGUEZ
MY COMMISSION # FF 06418
EXPIRES: December 12, 2017
Bonded thru Notary Public Unanimous
MEMORANDUM

Date: 12/09/14
To: Ms. Gail Creech, Planning Coordinator
From: Owen Trepanier
CC: Mr. Matt Coyle, Senior Planner
     Mr. Joe Haberman, AICP, Planning and Development Review Manager
Re: Written Description
    Rockland Commercial Center Development Agreement

The applicant is proposing a development agreement between Monroe County, Florida; Key West/SAV LLC, Rockland Key Investment Corporation Inc., Basin Development Company LLC, SJK Investments LLC, and Anson LLC.

The agreement allows for the development of larger-scale commercial retail development in a non-environmentally sensitive area of the Lower Keys that primarily serves the needs of permanent residents of the Lower Keys. The intent is to protect and maintain the character of the residential areas in the Lower Keys by allowing larger-scale commercial retail development within a scarified area that has historically been developed with nonresidential uses.

The agreement specifically allows for:
- Environmental Protections
- Maximum Floor Area Ratios
- Maximum Densities and Intensities
- Architectural Design Requirements
- Public Improvements
- Sound Attenuation Requirements
- Affordable Housing Requirements
- Buffer Yard Requirements
- Hurricane Preparedness Requirements
Dear Applicant:

This is to acknowledge submittal of your application for Development Agreement to the Monroe County Planning Department.

Thank you.

[Signature]

Planning Staff
From: Davisson-Bryan  
Sent: Thursday, November 13, 2014 7:54 AM  
To: Creech-Gail  
Subject: RE: Need 300’ft buffer  
Attachments: Rockland_Key_SPONs.xlsx

Gail

Attached is the spreadsheet.

Bryan

Bryan Davisson  
Monroe County – Growth Management – Geographic Information Systems  
2798 Overseas Highway  
Marathon, FL 33050

Phone: 305-289-2533  
Fax: 305-289-2536

Monroe County - GIS

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. F.S. 668.6076

This message sent from the Monroe County Growth Management Office, 2798 Overseas Highway, Suite 410, Marathon, FL 33050. Telephone - (305) 289-2500

---

From: Creech-Gail  
Sent: Wednesday, November 12, 2014 3:15 PM  
To: Davisson-Bryan  
Subject: Need 300’ft buffer

Bryan,

I need a 300’ spon excel list for the 10 re numbers listed on the attached word doc. Not a rush. Thank you!

Best Regards,

Gail Creech  
Planning Commission Coordinator

Monroe County Planning & Environmental Resources  
2798 Overseas Highway, Ste 400  
Marathon, FL 33050  
Main Phone: 305-289-2500  
Office: 305-289-2522  
Fax: 305-289-2536  
creech-gail@monroecounty-fl.gov
ANSON LLC
/$
2 BAY DR
KEY WEST, FL 33040

BASIN DEVELOPMENT CO LLC
/$
121 US HIGHWAY 1 STE 103
KEY WEST, FL 33040-5456

CITY OF KEY WEST
/$
525 ANGELA ST
KEY WEST, FL 33040

DICKERSON GROUP INC
/$
P O BOX 5011
MONROE, NC 28110-0519

DOT/STATE OF FLORIDA
/$
TALLAHASSEE, FL 32399

EDWARD TOPPINO FAMILY LIMITED
PARTNERSHIP
/$
46 CYPRESS AVE
KEY WEST, FL 33040-8201

PAVEX CORPORATION
/$
PO BOX 15065
WEST PALM BEACH, FL 33416-5065

ROCKLAND INVESTMENT CORP
/$
121 US HIGHWAY 1 STE 109
KEY WEST, FL 33040-5457

ROCKLAND INVESTMENT CORP INC
/$
121 US HWY 1 STE 109
KEY WEST, FL 33040

ROCKLAND INVESTMENT CORPORATION INC
/$
121 US HWY 1 STE 109
KEY WEST, FL 33040

ROCKLAND OPERATIONS LLC
/$
PO BOX 787
KEY WEST, FL 33041-0787

SJK INVESTMENT INVESTMENT LLC
/$
121 US HIGHWAY 1 STE 103
KEY WEST, FL 33040

SJK INVESTMENT LLC
/$
121 US HIGHWAY ONE STE 103
KEY WEST, FL 33040

STONE ROY C JR
/$
24501 SW 187TH AVE
HOMESTEAD, FL 33031-3408

THE DICKERSON GROUP INC
/$
PO BOX 5011
MONROE, NC 28110-0519

TOPPINO FRANK P LIMITED
/$
PARTNERSHIP THE
37 EVERGREEN AVE
KEY WEST, FL 33040

Verified Bryan Davisson

* = added to applicant labels
Florida Profit Corporation
ROCKLAND INVESTMENT CORPORATION, INC.

Filing Information
Document Number L23824
FEI/EIN Number 650281317
Date Filed 10/18/1989
State FL
Status ACTIVE

Principal Address
121 US HIGHWAY ONE
SUITE #109
KEY WEST, FL 33040

Changed: 04/20/1999

Mailing Address
121 US HIGHWAY ONE
SUITE #109
KEY WEST, FL 33040

Changed: 04/20/1999

Registered Agent Name & Address
KEMP, WILLIAM O
121 US HIGHWAY ONE
SUITE 109
KEY WEST, FL 33040

Name Changed: 01/18/2005
Address Changed: 01/18/2005

Officer/Director Detail
Name & Address
Title P

KEMP, SUSAN
121 US HWY ONE, STE #109
KEY WEST, FL 33040

Title V

HENSON, STEVE
1415 ATLANTIC BLVD.
KEY WEST, FL

Title S

HENSON, DEBORAH A
1415 ATLANTIC BLVD
KEY WEST, FL 33040

**Annual Reports**

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Florida Limited Liability Company
BASIN DEVELOPMENT COMPANY, LLC

Filing Information
Document Number: L0700006554
FEI/EIN Number: 260195602
Date Filed: 01/17/2007
State: FL
Status: ACTIVE
Last Event: LC AMENDMENT
Event Date Filed: 07/13/2007
Event Effective Date: NONE

Principal Address
121 US HIGHWAY ONE
SUITE 103
KEY WEST, FL 33040

Changed: 03/20/2008

Mailing Address
121 US HIGHWAY ONE
SUITE 103
KEY WEST, FL 33040

Changed: 03/20/2008

Registered Agent Name & Address
KENNEY, JUDITH
JUDITH KENNEY & ASSOCIATES, P.A.
777 BRICKELL AVENUE, SUITE 1070
MIAMI, FL 33131

Authorized Person(s) Detail
Name & Address
Title MGRM
HENSON, STEVE R
121 U.S. HIGHWAY ONE, SUITE 103
KEY WEST, FL 33040

Title MGRM
KEMP, WILLIAM O
121 U.S. HIGHWAY ONE, SUITE 103
KEY WEST, FL 33040

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**Document Images**

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- [03/23/2009 -- ANNUAL REPORT](#) View image in PDF format
- [09/20/2008 -- ANNUAL REPORT](#) View image in PDF format
- [07/13/2007 -- LC Amendment](#) View image in PDF format
- [01/17/2007 -- Florida Limited Liability](#) View image in PDF format
**Detail by Entity Name**

**Florida Limited Liability Company**

SJK INVESTMENT LLC

**Filing Information**

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**Principal Address**

121 US HIGHWAY ONE
SUITE 103
KEY WEST, FL 33040

Changed: 02/19/2007

**Mailing Address**

121 US HIGHWAY ONE
SUITE 103
KEY WEST, FL 33040

Changed: 02/19/2007

**Registered Agent Name & Address**

KEMP, WILLIAM 0
121 US HIGHWAY ONE
SUITE 103
KEY WEST, FL 33040

Name Changed: 02/19/2007

Address Changed: 03/11/2009

**Authorized Person(s) Detail**

**Name & Address**

Title MGRM

KEMP, SUSAN J
121 US HIGHWAY ONE SUITE 103
KEY WEST, FL 33040

**Annual Reports**

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Detail by Entity Name

Florida Limited Liability Company
ANSON, LLC

Filing Information
Document Number L05000005878
FEI/EIN Number 203170522
Date Filed 07/15/2005
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 11/01/2011
Event Effective Date NONE

Principal Address
2 BAY DRIVE
KEY WEST, FL 33040

Changed: 10/23/2008

Mailing Address
2 BAY DRIVE
KEY WEST, FL 33040

Changed: 10/23/2008

Registered Agent Name & Address
ANSON, MICHAEL L
2 BAY DRIVE
KEY WEST, FL 33040

Address Changed: 10/23/2008

Authorized Person(s) Detail
Name & Address
Title MGRM

ANSON, MICHAEL L
2 BAY DRIVE
KEY WEST, FL 33040

Title MGRM

IRELAND-ANSON, KELLY
2 BAY DRIVE
KEY WEST, FL 33040

Annual Reports
Report Year Filed Date
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- **04/12/2013** -- ANNUAL REPORT [View image in PDF format]
- **04/02/2012** -- ANNUAL REPORT [View image in PDF format]
- **11/01/2011** -- REINSTATEMENT [View image in PDF format]
- **10/23/2008** -- REINSTATEMENT [View image in PDF format]
- **01/24/2007** -- ANNUAL REPORT [View image in PDF format]
- **07/06/2006** -- ANNUAL REPORT [View image in PDF format]
- **07/19/2005** -- Florida Limited Liability [View image in PDF format]
End of Additional File 2014-164
APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

Request for a Development Agreement

An application must be deemed complete and in compliance with the Monroe County Code by the Staff prior to the item being scheduled for review

Development Agreement Application Fee: $12,900.00

In addition to the application fee, the following fees also apply:
Advertising Costs: $245.00
Surrounding Property Owner Notification: $3.00 for each property owner required to be noticed

Date of Submittal: 11 / 06 / 14
Month Day Year

Property Owner:
Basin Development Company LLC; SJK Investments LLC; Rockland Investment Corporation Inc; Anson LLC
121 US Hwy 1, Suite 109, Key West, FL 33040
Mailing Address (Street, City, State, Zip Code)
C/o 305-293-8983
Daytime Phone
C/o owen@owentrepanier.com
Email Address

Agent (if applicable):
Trepanier & Associates inc.
Name
1421 First Street Key West Fl 33040
Mailing Address (Street, City, State, Zip Code)
305-293-8983
Daytime Phone
owen@owentrepanier.com
Email Address

Legal Description of Property:
(If in metes and bounds, attach legal description on separate sheet)

Legal Description: Please see attached Development Agreement (Exhibit A) for full survey
RE Nos.: 00122070-000200, 00122070-000201, 00122070-000400,
00122070-000500, 00122070-000600, 00122080-000200, 00122080-000300,
00122080-000303, 00122080-000304
Address: 101 Overseas Hwy, Rockland Key
MM: 10

If more than one property is to be affected by the development agreement, please attach additional sheets providing all property owners and legal descriptions of properties (with real estate numbers) involved.
APPLICATION

Land Use District Designation(s) of Property(s): Rockland Key Commercial Retail Overlay District

Present Land Use(s) of Property(s): Industrial, Commercial Retail, Office

Land Area of Property(s): 33 Acres

Provide all parties which would be involved in the development agreement:
Key West SAV, LLC.

Provide a clear description of the use(s) proposed on the property(s):
Larger-scale commercial retail development in a non-environmentally sensitive area of the Lower Keys that primarily serves the needs of permanent residents of the Lower Keys. Please see attached proposed development agreement for a complete description.

Provide a clear description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development:
All public facilities are available to the site and will be developed concurrently with the project.
- Potable Water - Florida Keys Aqueduct Authority
- Electricity - KEYS Energy Services
- Solid Waste - A duly licensed solid waste handler
- Sewer - Big Coppitt Sewer Treatment System

Provide a clear description of any reservation or dedication of land for public purposes:
Please see attached proposed development agreement for a complete description of reservations and dedications.

Proposed duration of development agreement (note: duration may not exceed 10 years): 10yrs

Has a previous application been submitted for this site(s) within the past two years? Yes X Ord. No 018-2013

All of the following must be submitted in order to have a complete application submittal:
(Please check as you attach each required item to the application)

☐ Complete development agreement application (unaltered and unbound);
☐ Correct fee (check or money order to Monroe County Planning & Environmental Resources);
☐ Proof of ownership (i.e. Warranty Deed);
☐ Current Property Record Card(s) from the Monroe County Property Appraiser;
☐ Location map;
☐ Photograph(s) of site(s) from adjacent roadway(s).
APPLICATION

Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – sixteen (16) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat);

Written description of project;

Typed name and address mailing labels of all property owners within a 300 foot radius of the property(s) – (three sets). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included.

If applicable, the following must be submitted in order to have a complete application submittal:

Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)

Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect – 16 sets (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale)

Floor Plans for all proposed structures and for any existing structures to be redeveloped – sixteen (16) sets (drawn at an appropriate standard architectural scale and including handicap accessibility features)

Elevations for all proposed structures and for any existing structures to be modified – 16 sets (with the elevations of the following features referenced to NGVD: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure)

Landscape Plan(s) by a Florida registered landscape architect – 16 sets (may be shown on the site plan; however, if a separate plan, drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale)

Traffic Study(s), prepared by a licensed traffic engineer

Relevant Letters of Coordination

If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: ___________________________ Date: 11/06/14

Sworn before me this ___ day of ___ , 2014

RICHARD PUENTE
Commission # FF 067969
Expires March 2, 2018
Bonded thru Troy Fair Insurance 900-306-7019

Notary Public
My Commission Expires

Please send the complete application package to the Monroe County Planning & Environmental Resources Department, Marathon Government Center, 2798 Overseas Highway, Suite 400, Marathon, FL 33050.
Authorization Form

I, Basin Development Company, LLC; SJK Investments, LLC; Rockland Investment Corporation, Inc
Please Print Name(s) of Owner(s)

authorize Trepanier & Associates, Inc. to be the representative for 00122060-000100,
Name of Agent
 Address(es)/ RE Number(s)
00122080-000300, 00122070-000200, 00122070-000200, 00122070-000400,
 Address(es)/ RE Number(s)
00122070-000600, 00122070-000600, 00122080-000300, 00122080-000300, 00122080-000300
 Address(es)/ RE Number(s)

and act on my/our behalf with regard to this issue.

Signature(s) of Owner:
Susan J. Kemp, MGRM of SJK Investments, LLC, and President of Rockland Investment Corporation, Inc.

William O. Kemp, MGRM of Basin Development Company, LLC.

Subscribed and sworn to (or affirmed) before me on 10.19.12 (date) by

Signature and Seal
Deborah Brannham

Title or Rank
Commission Number, if any
Authorization Form

I, Steve Henson, Vice President - Rockland Investment Corp. Inc., authorize

Please Print Name(s) of Owner(s)

Trepapier & Associates, Inc., to be the representative for the Text Amendment Application

Address/ Project Name

and act on my/our behalf with regard to this issue.

Signature of Owner

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on August 5, 2011 (date) by

Steve Henson, Vice President - Rockland Investment Corp. Inc.

Please Print Name of Affiant

This is personally known to me or has presented

as identification.

Kerry L. Highsmith

Notary's Signature

KERRY L. HIGHSMITH
Commission # B0-047561
Expires April 22, 2016

Notarized True Copy Performed 859-59-1111
Authorization Form

I, Anson, LLC., authorize
       Please Print Name(s) of Owner(s)
Trepanier & Associates, Inc. to be the representative for 00122080-000303
       RE/Address/ Project Name
and act on my/our behalf with regard to this issue.

Signature of Owner
Michael L. Anson;
MORM and Registered Agent
of Anson, LLC.
Subscribed and sworn to (or affirmed) before me on October 25, 2012, (date) by

Michael L. Anson
Please Print Name of Affiant

He/She is personally known to me or has presented
as identification.

Alicia Rodriguez
Notary's Signature and Seal

Name of Acknowledger printed or stamped
Title or Rank
DD 941348
Commission Number, if any
Karl D. Borglum
Property Appraiser
Monroe County, Florida

Property Record Card - Map portion under construction.

Alternate Key: 8764596 Parcel ID: 00122070-000200

Ownership Details

Mailing Address:
ROCKLAND INVESTMENT CORP
121 US HIGHWAY 1
STE 109
KEY WEST, FL 33040

Property Details

PC Code: 47 - PLANTS/CEMENT/ROCK/GRAVEL
Millage Group: 1008
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: 111 OVERSEAS HWY ROCKLAND KEY
Legal Description: 21 67 26 BOCA CHICA KEY PT GOVT LOT 7 OR1116-1694/1696 OR1143-83/84C OR1155-1765/1767
OR1477-1522/24 OR1604-311/16/AFF

http://www.mcpafl.org/PropSearch.aspx

10/9/2012
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Building Summary

Number of Buildings: 5
Number of Commercial Buildings: 5
Total Living Area: 28742
Year Built: 1958

Building 1 Details

Building Type 17
Effective Age 17
Year Built 1958
Functional Obs 0

Condition A
Perimeter 412
Special Arch 0
Economic Obs 0

Quality Grade 250
Depreciation % 23
Grnd Floor Area 4,920

Inclusions:
- Roof Type
  - Heat 1
  - Heat Src 1
- Roof Cover
  - Heat 2
  - Heat Src 2

Extra Features:
- 2 Fix Bath 0
- 3 Fix Bath 0
- 4 Fix Bath 0
- 5 Fix Bath 0
- 6 Fix Bath 0
- 7 Fix Bath 0
- Extra Fix 12

Foundation
Bedrooms 0

Vacuum 0
Garbage Disposal 0
Compactor 0
Security 0
Intercom 0
Fireplaces 0
Dishwasher 0
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<td>5576</td>
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### Building 2 Details
Building Type  | Condition F | Quality Grade 250  
Effective Age 18  | Perimeter 320  | Depreciation % 23  
Year Built 1958  | Special Arch 0  | Grnd Floor Area 6,000  
Functional Obs 0  | Economic Obs 0  |

Inclusions:  
Roof Type  
He 1  
Heat  
src 1  

Roof Cover  
Heat 2  
Heat Src 2  

Extra Features:  
2 Fix Bath 0  
3 Fix Bath 0  
4 Fix Bath 0  
5 Fix Bath 0  
6 Fix Bath 0  
7 Fix Bath 0  
Extra Fix 2  
Vacuum 0  
Garbage Disposal 0  
Compactor 0  
Security 0  
Intercom 0  
Fireplaces 0  
Dishwasher 0  

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Building Details

Building Type
Effective Age 25
Year Built 1958
Functional Obs 0

Condition A
Perimeter 258
Special Arch 0
Economic Obs 0

Quality Grade 250
Depreciation % 33
Gnrnd Floor Area 3,760

Inclusions:
Roof Type
Heat 1
Heat Src 1

Roof Cover
Heat 2
Heat Src 2

Foundation
Bedrooms 0

Extra Features:
2 Fix Bath 0
3 Fix Bath 0
4 Fix Bath 0
5 Fix Bath 0
6 Fix Bath 0
7 Fix Bath 0
Extra Fix 0

Vacuum 0
Garbage Disposal 0
Compactor 0
Security 0
Intercom 0
Fireplaces 0
Dishwasher 0

Sections:

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Building 4 Details

Building Type
Effective Age 18
Year Built 1958
Functional Obs 0

- Condition F
- Perimeter 470
- Special Arch 0
- Economic Obs 0

Quality Grade 250
Depreciation % 23
Grnd Floor Area 13,794

Inclusions:
- Roof Type
  - Heat 1
- Roof Cover
  - Heat 2
- Heat Src 1
  - Heat Src 2

Foundation
Bedrooms 0

Extra Features:
- 2 Fix Bath 0
- 3 Fix Bath 0
- 4 Fix Bath 0
- 5 Fix Bath 0
- 6 Fix Bath 0
- 7 Fix Bath 0
- Extra Fix 3
- Vacuum 0
- Garbage Disposal 0
- Compactor 0
- Security 0
- Intercom 0
- Fireplaces 0
- Dishwasher 0

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<td>Heat Src 1</td>
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Extra Features:

- 2 Fix Bath 0
- 3 Fix Bath 0
- 4 Fix Bath 0
- 5 Fix Bath 0
- 6 Fix Bath 0
- 7 Fix Bath 0
- Extra Fix 3
- 2 Fix Bath 0
- Vacuum 0
- Garbage Disposal 0
- Compactor 0
- Security 0
- Intercom 0
- Fireplaces 0
- Dishwasher 0

12 FT.

FLA
268-70

18 FT.

22 FT.

4 FT
13 FT.

Sections:

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Interior Finish:
Section Nbr  | Interior Finish Nbr  | Type            | Area % | Sprinkler | A/C |
--- | --- | --- | --- | --- | --- |
16172 | MINERAL PROCESS-A- | 100 | N | Y |

Exterior Wall:

| Interior Finish Nbr | Type | Area % |
--- | --- | --- |
5581 | C.B.S. | 100 |

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<td>1976</td>
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<td>40</td>
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<tr>
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### Appraiser Notes

BLDG. #1 = K.W. INFO CENTER BUILDING ON HIGHWAY. BLDG. #2 = WAREHOUSE IN THE REAR OF AND ADJACENT TO BLDG.#1.BLDG. #3 = WAREHOUSE TO THE NORTH AND WEST OF BLDG. #1 & #2.BLDG. #4 = BLOCK PLANT TO THE NORTH OF BLDG. #1 & #2. BLDG. #5 = SALES OFFICE TO THE EAST OF BLDG. #4. THE PERMITS WERE COMPLETED IN 1998 WERE NOT ADDED TO THE TAX ROLL UNTIL Y2K. 005. BLDG.2 OF 5 IS PINEWOOD MATERIAL DUG/SK 2002-3-24 TPP ACCT 8980291. ROCKLAND INVESTMENT CO 8853254. - J J TAYLOR DISTRIBUTING MIAMI-KEY WEST INC

1.19 ACRES OF THIS PARCEL IS NOW SPLIT OUT AND BEING ASSESSED AS PART OF RE 122070-000700 PER OR 12217-1242/48 DONE FOR THE 2006 TAX ROLL.

1.067 AC FROM THIS PARCEL PER OR22220-1175 NOW BEING ASSESSED UNDER 00122070-000201 FOR THE 2007 TAX ROLL.

### Building Permits

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http://www.mcpafl.org/PropSearch.aspx
### Parcel Value History

Certified Roll Values.

**View Taxes for this Parcel.**

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<th>Total Misc Improvement Value</th>
<th>Total Land Value</th>
<th>Total Just (Market) Value</th>
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### Parcel Sales History

**NOTE:** Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

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<th>Price</th>
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<th>Qualification</th>
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</table>
This page has been visited 110,796 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176
WARRANTY DEED

THIS WARRANTY DEED made the 11th day of September, 1997, between AD-TAR, INC. a Florida corporation ("Grantor"), whose address is 26 Bristol Lane, Boynton Beach, Florida 33436 and ROCKLAND INVESTMENT CORPORATION, a Florida corporation ("Grantee"), whose post office address is P.O. Box 1529, Key West, Florida 33041.

(Wherever used herein, the terms 'Grantor' and 'Grantee' include all and every part of his/her/its instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, receipt and sufficiency to it in hand paid by the Grantee, whereof are hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto the Grantee, all that certain land lying and being in Monroe County, Florida (hereinafter the "Property"):

See Exhibit "A" attached hereto and incorporated herein

SUBJECT TO taxes for the year 1997 and subsequent years; zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, limitations, easements and reservations of record, and other matters appearing on the Plat and/or common to the subdivision, with no intention of reimposing same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.
AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

Signed, sealed and delivered in our presence:

Print Name: KATHRYN REEVE'S
Print Name: ROSS DUDLEY JR

STATE OF FLORIDA
COUNTY OF Palm Beach

BEFORE ME the undersigned authority, personally appeared Stuart L. Adelkoff, to me well known to be the President of AD-TAR, INC., a Florida corporation, who executed the foregoing and who acknowledged before me that he executed same in the name and on behalf of AD-TAR, INC., and that he executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of September, 1997.

[Seal] Notary Public
Print Name: RUSSELL C. EDLESTEIN

MY COMMISSION # GG 40055
EXPIRES: December 19, 1998
Bonded Thru Notary Public Underwriters
A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described by metes and bounds as follows:

COMMENCE at the Southwest corner of ROCKLAND VILLAGE according to the Plat thereof as recorded in Plat Book 4 at Page 133 of the Public Records of Monroe County, Florida and run thence North along the West boundary line of said ROCKLAND VILLAGE a distance of 29.30 feet to a point; thence West a distance of 1840.50 feet to the Northwest corner of lands described in Official Record Book 373 at page 112 thru 113 of the said Public Records; thence continue West a distance of 1500.10 feet to the Point of Beginning of the parcel of land being described herein; thence North for a distance of 40.00 feet; thence East for a distance of 567.11 feet; thence North for a distance of 462.71 feet; thence West for a distance of 242.00 feet; thence South for a distance of 211.91 feet; thence West for a distance of 500.11 feet; thence South for a distance of 483.72 feet; thence West for a distance of 53.88 feet; thence South for a distance of 107.26 feet; thence East for a distance of 38.94 feet; thence South for a distance of 339.82 feet to the North right of way line of Highway U.S. No. 1; thence Northeasterly along said right of way line for a distance of 189.94 feet to a point that bears South of the Point of Beginning; thence North for a distance of 640.00 feet back to the Point of Beginning.
Karl D. Borglum
Property Appraiser
Monroe County, Florida

Property Record Card - Map portion under construction.

Alternate Key: 9088035 Parcel ID: 00122070-000201

Ownership Details
Mailing Address:
SJK INVESTMENT INVESTMENT LLC
121 US HIGHWAY 1
STE 103
KEY WEST, FL 33040

Property Details
PC Code: 00 - VACANT RESIDENTIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: OVERSEAS HWY ROCKLAND KEY
Legal Description: 21 67 26 BOCA CHICA KEY PT GOVT LOT 7 OR1116-1694/96 OR1143-83/84C OR1155-1765/67 OR1442-2437 OR1458-1367/89C OR1477-1522/24 OR1589-844/46C OR164-311/16AFF OR2229-1175/77

http://www.mcpafl.org/PropSearch.aspx 10/9/2012
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<th>Land Use Code</th>
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**Appraiser Notes**

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Show Parcel Map that can launch map - Must have Adobe Flash Player 10.3 or higher
NEWLY CREATED PARCEL FROM RE: 00122070-000200, AND 00122070-000401 FOR ASSESSMENT PURP PER OR2229-1175 DONE FOR 2007 TAX ROLL.

Parcel Value History
Certified Roll Values.

View Taxes for this Parcel.

<table>
<thead>
<tr>
<th>Roll Year</th>
<th>Total Bldg Value</th>
<th>Total Misc Improvement Value</th>
<th>Total Land Value</th>
<th>Total Just (Market) Value</th>
<th>Total Assessed Value</th>
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Parcel Sales History
NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Official Records Book/Page</th>
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This page has been visited 110,804 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176
This instrument prepared by or under the supervision of:

Name: Judith Kenney, Attorney
Judith Kenney & Associates, P.A.
Address: 777 Brickell Avenue, Suite 1070
Miami, Florida 33131

A portion of Alternate Key # 8764596
A portion of Parcel ID # 00122070-000200

**WARRANTY DEED**

**THIS WARRANTY DEED** is made and entered into this 26th day of July, 2006, between Rockland Investment Corporation, Inc., a Florida corporation (the "Grantor"), and SJK Investment, LLC, a Florida limited liability company (the "Grantee"), whose address is 121 US Highway One, Suite 103, Key West, FL 33040.

**WITNESS:**

THE GRANTOR, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to the Grantee, and the Grantee's successors and assigns forever, the following property located in Monroe County, Florida (the "Property"), to wit:

See Exhibit A attached hereto.

**TOGETHER WITH** all the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

**SUBJECT TO:**

1. Taxes and assessments for the year 2006 and subsequent years.

2. All laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations.

3. Easements, conditions, restrictions, matters, limitations and reservations of record, without the intention of reimposing same.
THE GRANTOR hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whosoever.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the day and year first above written.

Witnesses:

Sign Name KERRY L. HIGHSMITH
Print Name KERRY L. HIGHSMITH

Sign Name C. A. PETIT
Print Name C. A. PETIT

Rockland Investment Corporation, Inc.

By: Steve R. Henson
Vice President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of July, 2006, by Steve R. Henson, Vice President of Rockland Investment Corporation, Inc., who is personally known to me and did not take an oath.

Alicia Rodriguez
Notary Public
EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 3 of the future map or plat entitled “Rockland Key Commerce Center Subdivision” at the time of recordation) and said parcel being more particularly described as follows:

Commencing at the Southwest corner of the map or plat entitled “Rockland Village” as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said “Rockland Village”, a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 1106.10 feet to a point hereinafter to be known as the “Point of Beginning”; thence continuing West, a distance of 345.00 feet to a point; thence North, a distance of 290.74 feet to a point; thence East, a distance of 345.00 feet to a point; thence South, a distance of 290.74 feet back to the “Point of Beginning”.

Containing 100,305 square feet or 2.303 acres more or less
DISCLAIMER: The Monroe County Property Appraiser’s office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser’s office cannot guarantee its accuracy for any other purpose.
Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

Date Created: April 15, 2011 2:32 PM
Karl D. Borglum
Property Appraiser
Monroe County, Florida

Property Record Card - Map portion under construction.

Alternate Key: 8906072 Parcel ID: 00122070-000400

Ownership Details
Mailing Address:
ROCKLAND INVESTMENT CORP INC
121 US HIGHWAY 1
STE 109
KEY WEST, FL 33040

Property Details
PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND OVERSEAS HWY ROCKLAND KEY
Legal Description: 21 67 26 ROCKLAND KEY PT GOVT LOT 7 OR1442-2437/38 OR1458-1367/69C OR1589-844/46C OR1604-311/16/AFF

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

http://www.mcpafl.org/PropSearch.aspx 10/9/2012
Land Details

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Appraiser Notes

0.08 ACRES OF THIS PARCEL IS NOW SPLIT OUT AND BEING ASSESSED AS PART OF RE 122070-000700 PER CR2127-12/4/06 DONE FOR THE 2006 TAX ROLL.

0.32 AC OF THIS PARCEL NOW BEING ASSESSED WITH R 00122070-000201 PER OR2229-1175 FOR THE 2007 TAX ROLL.

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

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<th>Roll Year</th>
<th>Total Bldg Value</th>
<th>Total Misc Improvement Value</th>
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**Parcel Sales History**

**NOTE:** Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Official Records Book/Page</th>
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<th>Qualification</th>
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This page has been visited 110,825 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176
CORRECTIVE
WARRANTY DEED

THIS INDENTURE,
Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular numbers shall include the plural, and the plural the singular, the use of any gender; and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 27th day of May, 1999.

Between THE DICKERSON GROUP, INC., a Florida Corporation, successor by merger with C.T.B., INC., a Florida corporation, 217 Ponte Vedra Park Drive, Ponte Vedra Beach, FL, party of the first part, and ROCKLAND INVESTMENT CORPORATION, INC., a Florida Corporation, 1438 Kennedy Drive, Key West, Florida 33040, party of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second party, their heirs and assigns forever, the following described land, situated, lying and being in the County of Monroe State of Florida, to wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO conditions, limitations and restrictions and easements of record, if any.
SUBJECT TO taxes and assessments for the year 1997 and subsequent years.

This Warranty Deed is being recorded to correct the name of the Grantor in that certain Warranty Deed, dated February 5, 1997, filed February 13, 1997 and recorded in Official Records Book 1442 at Page 2437, and Corrective Warranty Deed, dated April 14, 1997, filed May 23, 1997, and recorded in Official Records Book 1458 at Page 1367, both of the Public Records of Monroe County, Florida. Documentary Stamps were paid at the time of recording the original deed.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set their hands and seals the day and year first above written.

WITNESSES:

1. Sylvia C. Hendrix
2. Sue E. Ratliff

THE DICKERSON GROUP,
Corporation, successor by merger
INC., a Florida corporation

BY: John J. Joyner, President
STATE OF NORTH CAROLINA  

COUNTY OF UNION  

The foregoing instrument was acknowledged before me this 27th day of May, 1999, by JOHN F. JOYNER as President of THE DICKERSON GROUP, INC., a Florida Corporation, on behalf of said corporation, who is personally known to me or who produced ________________ as identification.

My Commission Expires: 10-3-2001

Barbara C. Moser
NOTARY PUBLIC

Print Name:
A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63°09'20" W along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence NORTH 970.73 feet; thence WEST for 1757.36 feet to the Point of Beginning; thence WEST, a distance of 326.00 feet; thence SOUTH, a distance of 636.11 feet to the Northerly Right-of-Way line of U.S. Highway No. 1; thence S 89°39'23" W, and along the said Northerly Right-of-Way Line of U.S. Highway No. 1 a distance of 151.64 feet to the point of curvature of a curve to the left, having: a radius of 5804.65 feet, a central angle of 00°02'30", a chord bearing of S 89°37'58"W and a chord length of 4.21 feet; thence along the arc of said curve, an arc length of 4.21 feet to the end of said curve; thence NORTH, and leaving the said Northerly Right-of-Way Line of U.S. Highway No. 1 a distance of 677.05 feet; thence S 90°00'00" E, a distance of 481.85 feet, thence SOUTH, a distance of 40.00 feet to the Point of Beginning.

EXHIBIT “A”
Karl D. Borglum
Property Appraiser
Monroe County, Florida

Property Record Card -
Map portion under construction.

Alternate Key: 8906081 Parcel ID: 00122070-000500

Ownership Details
Mailing Address:
ROCKLAND INVESTMENT CORP INC
121 US HIGHWAY 1
STE 109
KEY WEST, FL 33040

Property Details
PC Code: 49 - OPEN STORAGE (PC/ LiST)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: FRAMES CANOPY TOPPINO ROCKLAND KEY
Legal Description: 21 67 26 ROCKLAND KEY PT GOVT LOT 7 OR1442-2437/38(JMH) OR1458-1387/69C(JMH) OR1458-1378/82E(JMH) OR1545-781/62(JMH) OR1589-847/49C(JMH) OR1604-311/16/AFF(JMH) OR1604-311/16/AFF(JMH)
Land Details

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Appraiser Notes

CANOPY IS TO REAR OF BUILDING TO THE LEFT AS YOU ENTER THROUGH THE GATES. UB IS INSIDE THE CANOPY. 06-05-97 BARRY LAND IS BEING USED.

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

<table>
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<tr>
<th>Roll Year</th>
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<th>Total Misc Improvement Value</th>
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Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Official Records Book/Page</th>
<th>Price</th>
<th>Instrument</th>
<th>Qualification</th>
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This page has been visited 110,833 times.

Monroe County Property Appraiser
Karl D. Borglum

http://www.mcpafl.org/PropSearch.aspx 10/9/2012
CORRECTIVE
WARRANTY DEED

THIS INDENTURE,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or
assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural
the singular, the use of any gender; and, if used, the term "note" shall include all the notes herein described
if more than one.

Made this 27 day of May, 1999.

Between THE DICKERSON GROUP, INC., a Florida Corporation, successor by merger
with C.T.B., INC., a Florida corporation, 217 Ponte Vedra Park Drive, Ponte Vedra Beach,
FL, party of the first part, and ROCKLAND INVESTMENT CORPORATION, INC., a Florida
Corporation, 1438 Kennedy Drive, Key West, Florida 33040, party of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten Dollars
($10.00) and other good and valuable consideration, to them in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said
party of the second part, their heirs and assigns forever, the following described land, situated, lying
and being in the County of Monroe State of Florida, to wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO conditions, limitations and restrictions and easements of record, if any.
SUBJECT TO taxes and assessments for the year 1997 and subsequent years.

This Warranty Deed is being recorded to correct the name of the Grantor and the legal
description in that certain Warranty Deed, dated October 30, 1998, filed November 16, 1998
and recorded in Official Records Book 1545 at Page 781, of the Public Records of Monroe
County, Florida. A scrivener’s error by the Land Surveyor resulted in an incorrect call of the
legal description. The corrected call is underlined on Exhibit “A”. Documentary Stamps were
paid at the time of recording the original deed.

And the said party of the first part does hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set their hands and seals the
day and year first above written.

WITNESSES:

THE DICKERSON GROUP, INC., a Florida
Corporation, successor by merger with C.T.B.,
INC., a Florida corporation

BY: John F. Joyner, President

Print Name: Sylvia C. Hendrix
Print Name: Sue F. Ratliff
The foregoing instrument was acknowledged before me this 27th day of May, 1999, by JOHN F. JOYNER as President of THE DICKERSON GROUP, INC., a Florida Corporation, on behalf of said corporation, who is personally known to me or who produced as identification.

My Commission Expires: 10-5-2001

Barbara C. Morse
NOTARY PUBLIC

Barbara C. Morse
Print Name:
A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63°09'20" W along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence NORTH 970.73 feet; thence WEST for 2414.21 feet to the Point of Beginning; thence SOUTH for 167.02 feet; thence WEST for 58.93 feet; thence NORTH for 40.00 feet; thence N 21°15'09" E for 162.56 feet; thence SOUTH 24.48 feet to the Point of Beginning.

(Parcel G)

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63°09'20" W along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence NORTH 970.73 feet; thence WEST for 2414.12 feet; thence NORTH 290.74 feet to the Point of Beginning; thence continue NORTH for 69.86 feet; thence N 40° 52' 49" E for 57.67 feet; thence NORTH for 98.45 feet; thence EAST for 462.37 feet; thence SOUTH for 211.91 feet; thence WEST for 500.11 feet to the Point of Beginning.
Karl D. Borglum
Property Appraiser
Monroe County, Florida

Property Record Card - Map portion under construction.

Alternate Key: 8934322 Parcel ID: 00122070-000600

Ownership Details
Mailing Address:
ROCKLAND INVESTMENT CORPORATION INC
121 US HIGHWAY 1
STE 109
KEY WEST, FL 33040

Property Details
PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal Description: 21 67 26 ROCKLAND KEY PT GOVT LOT 7 & PT ADJ PARCEL OR1545-781/82(JMH) OR1589-847/49(JMH)

http://www.mcpafl.org/PropSearch.aspx

10/9/2012
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Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

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<th>Total Misc Improvement Value</th>
<th>Total Land Value</th>
<th>Total Just (Market) Value</th>
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This page has been visited 110,830 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176
CORRECTIVE
WARRANTY DEED

THIS INDENTURE,
Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assignees of the respective parties hereto; the use of the singular numbers shall include the plural, and the plural, the singular, the use of any gender; and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 21st day of May, 1999.

Between THE DICKERSON GROUP, INC., a Florida Corporation, successor by merger with C.T.B., INC., a Florida corporation, 217 Ponte Vedra Park Drive, Ponte Vedra Beach, FL, party of the first part, and ROCKLAND INVESTMENT CORPORATION, INC., a Florida Corporation, 1438 Kennedy Drive, Key West, Florida 33040, party of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, their heirs and assigns forever, the following described land, situated, lying and being in the County of Monroe State of Florida, to wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO conditions, limitations and restrictions and easements of record, if any.
SUBJECT TO taxes and assessments for the year 1997 and subsequent years.

This Warranty Deed is being recorded to correct the name of the Grantor and the legal description in that certain Warranty Deed, dated October 30, 1998, filed November 16, 1998 and recorded in Official Records Book 1545 at Page 781, of the Public Records of Monroe County, Florida. A scrivener's error by the Land Surveyor resulted in an incorrect call of the legal description. The corrected call is underlined on Exhibit “A”. Documentary Stamps were paid at the time of recording the original deed.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

WITNESSSES:

1. Sylvia C. Hendrix
   Print Name: Sylvia C. Hendrix

2. Sue E. Ratliff
   Print Name: Sue E. Ratliff

THE DICKERSON GROUP, INC., a Florida Corporation, successor by merger with C.T.B., INC., a Florida corporation

BY: John J. Joyner, President

---
STATE OF NORTH CAROLINA

COUNTY OF UNION

The foregoing instrument was acknowledged before me this 27th day of May, 1999, by
JOHN F. JOYNER as President of THE DICKERSON GROUP, INC., a Florida Corporation,
on behalf of said corporation, who is personally known to me or who produced

__________________________ as identification.

My Commission Expires: 10-5-2001

Barbara C. Moore
NOTARY PUBLIC

Barbara C. Moore
Print Name:
LEGAL DESCRIPTION

(Parcel F)

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63° 09' 20" W along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence NORTH 970.73 feet; thence WEST for 2414.21 feet to the Point of Beginning; thence SOUTH for 167.02 feet; thence WEST for 58.93 feet; thence NORTH for 40.00 feet; thence N 21° 15' 09" E for 162.56 feet; thence SOUTH 24.48 feet to the Point of Beginning.

(Parcel G)

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63° 09' 20" W along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence NORTH 970.73 feet; thence WEST for 2414.12 feet; thence NORTH 290.74 feet to the Point of Beginning; thence continue NORTH for 69.86 feet; thence N 40° 52' 49" E for 57.67 feet; thence NORTH for 98.45 feet; thence EAST for 462.37 feet; thence SOUTH for 211.91 feet; thence WEST for 500.11 feet to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT "A"
Property Record Card -
Map portion under construction.

Alternate Key: 9007219 Parcel ID: 00122080-000200

Ownership Details
Mailing Address:
BASIN DEVELOPMENT CO LLC
121 US HIGHWAY 1 STE 103
KEY WEST, FL 33040-5456

Property Details
PC Code: 00 - VACANT RESIDENTIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal: 21 67 26 ROCKLAND KEY PT BAY BTM LOTS 6-7 II 24875OR1719-2225/27REL/E OR1719-2240/45E/AG
Description: OR1719-2276/77REL/E OR1719-2233/35 OR2192-1451/54CERT OR2339-1731/330/C OR2415-858/60E OR2423-2221/25C
PORTION OF THIS PARCEL HAS BEEN TRANSFERRED PER OR2469-1062/63. THE SIZE OF THIS PROPERTY HAS BEEN DECREASED BY 0.622AC AND THE PORTION WHICH IS NO LONGER PART OF THIS PARCEL IS NOW BEING ASSESSED WITH RE 00122080-000302 AK 9007285. DONE FOR THE 2010 TAX ROLL.

Parcel Value History
Certified Roll Values.

View Taxes for this Parcel.

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<th>Total Bldg Value</th>
<th>Total Misc Improvement Value</th>
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<th>Total Just (Market) Value</th>
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<th>School Exempt Value</th>
<th>School Taxable Value</th>
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Parcel Sales History
NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

<table>
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<tr>
<th>Sale Date</th>
<th>Official Records Book/Page</th>
<th>Price</th>
<th>Instrument</th>
<th>Qualification</th>
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This page has been visited 110,834 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176
This instrument prepared by or under the supervision of and should be returned after recording to:

Name: Judith Kenney, Attorney
Address: Judith Kenney & Associates, P.A.
         2001 Biscayne Blvd., Suite 3402
         Miami, Florida 33137

Alternate Key No. 9007219

CORRECTIVE QUIT CLAIM DEED

THIS CORRECTIVE QUIT CLAIM DEED is made and entered into as of the 15th day of July, 2009, between Rockland Investment Corporation, Inc., a Florida corporation ("Grantor"), and Basin Development Company, LLC, a Florida limited liability company ("Grantee"), whose mailing address is 121 U.S. Highway 1, Key West, Florida 33040.

WITNESSETH:

GRANTOR, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, and Grantee's successors and assigns forever, the following property located in Monroe County, Florida (the "Property"), to wit:

See Exhibit A attached

which corrects the legal description on the quit claim deed recorded in Official Records Book 2339, Page 1731, of the Public Records of Monroe County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining thereto.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.
EXHIBIT A

DESCRIPTION


COMMENCING AT THE SOUTHWEST CORNER OF ROCKLAND VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 133, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE NORTH, ALONG THE WEST BOUNDARY LINE OF SAID ROCKLAND VILLAGE, A DISTANCE OF 29.30 FEET TO A POINT; THENCE WEST, A DISTANCE OF 1840.50 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 373, PAGES 112 AND 113, OF THE SAID PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE CONTINUING WEST, A DISTANCE OF 932.99 FEET TO A POINT; THENCE CONTINUING WEST, A DISTANCE OF 411.26 FEET TO A POINT; THENCE SOUTH, A DISTANCE OF 636.26 FEET TO A POINT ON THE SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (A/K/A OVERSEAS HIGHWAY); THENCE S.89°39'23''W., A DISTANCE OF 152.55 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5804.25 FEET; THENCE SOUTHWESTERLY, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF THE SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°23'06'', A DISTANCE OF 342.94 FEET TO A POINT LYING 222.99 FEET (DEED) EAST OF THE SAID WESTERLY LIMITS OF THE SAID SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, MONROE COUNTY, FLORIDA; THENCE NORTH, LEAVING THE SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE SAID LINE, PARALLEL TO AND 222.99 FEET EAST OF THE WESTERLY LIMITS OF SAID SECTION 21, A DISTANCE OF 377.61 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE (MHWL) OF THE GULF OF MEXICO (ELEVATION 1.40 FEET NGVD 1929); THENCE N.14°53'54''E., MEANDERING THE ECCENTRICITIES OF THE SAID MHWL, A DISTANCE OF 38.79 FEET; THENCE N.03°35'35''E., A DISTANCE OF 43.84 FEET; THENCE N.07°43'13''W., A DISTANCE OF 36.22 FEET; THENCE N.19°59'22''E., A DISTANCE OF 50.44 FEET; THENCE N.18°10'21''E., A DISTANCE OF 45.16 FEET; THENCE N.61°08'45''E., A DISTANCE OF 18.37 FEET; THENCE N.17°26'48''E., A DISTANCE OF 28.97 FEET; THENCE N.69°53'58''W., A DISTANCE OF 26.57 FEET; THENCE N.17°33'46''W., A DISTANCE OF 37.56 FEET; THENCE N.00°06'26''W., A DISTANCE OF 46.60 FEET; THENCE N.00°13'46''E., A DISTANCE OF 25.45 FEET; THENCE N.04°45'45''E., A DISTANCE OF 18.79 FEET;
THENCE N.27°31'00"E., A DISTANCE OF 31.72 FEET; THENCE N.16°02'34"E., A DISTANCE OF 30.20 FEET; THENCE N.00°43'45"W., A DISTANCE OF 21.42 FEET; THENCE N.12°39'34"W., A DISTANCE OF 49.95 FEET; THENCE N.04°21'20"E., A DISTANCE OF 51.93 FEET; THENCE N.40°23'59"E., A DISTANCE OF 47.68 FEET; THENCE N.19°11'24"E., A DISTANCE OF 18.45 FEET; THENCE N.24°47'52"E., A DISTANCE OF 25.34 FEET; THENCE N.62°43'16"E., A DISTANCE OF 31.89 FEET; THENCE N.32°55'49"W., A DISTANCE OF 32.66 FEET; THENCE N.23°38'56"W., A DISTANCE OF 42.39 FEET; THENCE N.79°38'05"W., A DISTANCE OF 17.48 FEET; THENCE N.88°26'56"W., A DISTANCE OF 12.98 FEET; THENCE N.83°47'04"W., A DISTANCE OF 40.36 FEET; THENCE N.57°26'25"W., A DISTANCE OF 26.03 FEET; THENCE N.33°11'03"W., A DISTANCE OF 53.75 FEET TO A POINT OF INTERSECTION WITH THE SAID LINE BEING PARALLEL TO AND 222.99 FEET EAST OF THE WESTERLY LIMITS OF SECTION 21; THENCE NORTH, ALONG THE SAID PARALLEL LINE, A DISTANCE OF 170.44 FEET TO A POINT OF INTERSECTION WITH THE SAID MHWL; THENCE N.11°56'06"E., MEANDERING THE SAID ECCENTRICITIES OF THE MHWL, A DISTANCE OF 21.94 FEET; THENCE N.02°51'36"W., A DISTANCE OF 28.08 FEET; THENCE N.09°14'56"W., A DISTANCE OF 19.51 FEET TO A POINT OF INTERSECTION WITH THE SAID LINE PARALLEL TO AND 222.99 FEET EAST OF THE SAID WESTERLY LIMITS OF SECTION 21; THENCE NORTH, ALONG THE SAID PARALLEL LINE, A DISTANCE OF 812.02 FEET TO A POINT HEREAFTER TO BE KNOWN AS THE "POINT OF BEGINNING" AND THE SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE SAID MHWL; THENCE N.50°07'44"E., MEANDERING THE SAID ECCENTRICITIES OF THE MHWL, A DISTANCE OF 88.23 FEET; THENCE S.75°11'27"E., A DISTANCE OF 68.05 FEET; THENCE N.13°23'23"E., A DISTANCE OF 142.96 FEET; THENCE N.32°09'56"E., A DISTANCE OF 37.99 FEET; THENCE N.51°48'31"E., A DISTANCE OF 57.03 FEET; THENCE N.13°48'07"W., A DISTANCE OF 16.67 FEET; THENCE N.68°50'13"E., A DISTANCE OF 33.97 FEET; THENCE N.19°08'02"W., A DISTANCE OF 22.48 FEET; THENCE N.45°49'52"W., A DISTANCE OF 15.08 FEET; THENCE N.41°35'28"E., A DISTANCE OF 25.89 FEET; THENCE N.82°02'46"E., A DISTANCE OF 37.89 FEET; THENCE N.78°53'33"E., A DISTANCE OF 43.24 FEET; THENCE N.61°02'32"E., A DISTANCE OF 13.45 FEET; THENCE N.49°38'39"E., A DISTANCE OF 16.04 FEET; THENCE N.54°58'16"E., A DISTANCE OF 33.53 FEET; THENCE N.75°39'39"E., A DISTANCE OF 36.57 FEET; THENCE N.78°36'54"E., A DISTANCE OF 45.54 FEET; THENCE N.86°04'40"W., A DISTANCE OF 23.05 FEET; THENCE N.39°03'35"E., A DISTANCE OF 16.28 FEET; THENCE S.01°53'06"W., A DISTANCE OF 12.66 FEET; THENCE S.68°51'36"W., A DISTANCE OF 28.21 FEET; THENCE S.80°46'35"W., A DISTANCE OF 31.31 FEET; THENCE S.74°26'46"W., A DISTANCE OF 30.58 FEET; THENCE S.78°33'40"W., A DISTANCE OF 14.40 FEET; THENCE S.44°56'07"W., A DISTANCE OF 17.13 FEET; THENCE S.00°34'59"W., A DISTANCE OF 15.79 FEET; THENCE S.18°10'34"W., A DISTANCE OF 15.25 FEET; THENCE S.41°15'29"W., A DISTANCE OF 49.24 FEET; THENCE S.54°53'36"W., A DISTANCE OF 37.37 FEET; THENCE S.20°22'52"W., A DISTANCE OF 45.94 FEET; THENCE S.17°04'55"W., A DISTANCE OF 58.82 FEET; THENCE S.19°54'05"W., A DISTANCE OF 17.35 FEET; THENCE S.11°42'46"W., A DISTANCE OF 31.51 FEET; THENCE S.03°31'20"W., A DISTANCE OF 49.41 FEET;
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THENCE S.82°14'15"E., A DISTANCE OF 39.69 FEET; THENCE S.74°31'05"E., A
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THENCE S.79°19'17"E., A DISTANCE OF 22.77 FEET; THENCE S.82°35'20"E., A
DISTANCE OF 25.27 FEET; THENCE S.83°45'26"E., A DISTANCE OF 25.41 FEET;
THENCE S.86°21'03"E., A DISTANCE OF 23.62 FEET; THENCE S.88°37'06"E., A
DISTANCE OF 25.15 FEET; THENCE N.86°44'05"E., A DISTANCE OF 23.91 FEET;
THENCE S.88°39'56"E., A DISTANCE OF 21.09 FEET TO A POINT BEING THE
"POINT OF TERMINATION" OF THE SAID MEANDER LINE OF THE MEAN HIGH
WATER LINE.
IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ROCKLAND INVESTMENT CORPORATION, INC.

Sign Name: [Signature]  By: [Signature]  Susan J. Kemp, President
Print Name: Alicia Rodriguez

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 17th day of July, 2009, by Susan J. Kemp, as President of Rockland Investment Corporation, Inc., who is personally known to me/provided identification and did did not take an oath.

[Signature]

Alicia Rodriguez
Print, Type or Stamp Name of Notary

My Commission Expires:

F:\JKPALAW\KEMP\BasinDevelopment\Purchase of North Parcel from RIC\CORR.QUITCLAIM.DEED.doc
#6325-077

- 2 -

MONROE COUNTY
OFFICIAL RECORDS
Karl D. Borglum
Property Appraiser
Monroe County, Florida

Property Record Card - Map portion under construction.

Alternate Key: 9007230 Parcel ID: 00122080-000300

Ownership Details
Mailing Address:
ROCKLAND INVESTMENT CORPORATION INC
121 US HWY 1
STE 109
KEY WEST, FL 33040

Property Details
PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal Description: 21 67 26 ROCKLAND KEY PT GOVT LOT 7 (AKA PT PARCEL GG) OR1719-2225/27 OR1719-2228/30/AFF OR1719-2231/32 OR1719-2236/AFF OR1719-2237/39 OR1719-2276/77REL/E OR2415-856/60E
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### Appraiser Notes
08 ACRES OF THIS PARCEL IS NOW SPLIT OUT AND BEING ASSESSED AS PART OF RE 122070-000700 PER OR2127-1242/46 DONE FOR THE 2005 TAX ROLL.

1.281AC OF THIS PARCEL IS NOW SPLIT OUT AND BEING ASSESSED UNDER RE122080-000304 PER OR2189-1785

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

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<th>Total Misc Improvement Value</th>
<th>Total Land Value</th>
<th>Total Just (Market) Value</th>
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Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

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This page has been visited 110,839 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176

http://www.mcpafl.org/PropSearch.aspx 10/9/2012
WARRANTY DEED

THIS INDENTURE,
Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular numbers shall include the plural, and the plural the singular, the use of any gender; and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 5th day of August, 2001.

Between THE DICKERSON GROUP, INC., a Florida Corporation, successor by merger with C.T.B., INC., a Florida corporation, 217 Ponte Vedra Park Drive, Ponte Vedra Beach, FL, party of the first part, and ROCKLAND INVESTMENT CORPORATION, INC., a Florida Corporation, 1438 Kennedy Drive, Key West, Florida 33040, party of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, their heirs and assigns forever, the following described land, situated, lying and being in the County of Monroe State of Florida, to wit:

A parcel of land in a part of Government Lots 6 & 7, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:
Commence at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63° 09' 20" W along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 97° 73.72 feet; thence West for 1562.10 feet to the Point of Beginning; thence North a distance of 1154.97 feet to a line lying 2000 feet Northerly of the South Line of said Section 21; thence West along the said line lying 2000 feet Northerly of the South line of said Section 21 for a distance of 1016.48 feet; thence South along a line lying 222.99 feet East of and parallel with the West line of said Section 21 for a distance of 1804.23 feet to the Northerly Right-of-Way line of U.S. Highway No. 1 and a point on a curve to the right having a radius of 5804.65 feet, a central angle of 01° 02' 33", a chord bearing of N 86° 47' 01" E and a chord length of 105.62 feet; thence along the arc of said curve, an arc length of 105.62 feet to the end of said curve, thence North and leaving the said Northerly Right-of-Way Line of U.S. Highway No. 1 a distance of 516.31 feet; thence N21° 15' 12" E a distance of 162.56 feet; thence North a distance of 336.13 feet; thence N40° 42' 49" E, a distance of 57.68 feet; thence North a distance of 98.45 feet; thence East a distance of 704.37 feet; thence South a distance of 462.65 feet; thence West a distance of 85.26 feet; thence South a distance of 40.00 feet; thence East a distance of 195.26 feet to the Point of Beginning.

SUBJECT TO conditions, limitations and restrictions and easements of record, if any;
However this shall not serve to reimpose same.
SUBJECT TO taxes and assessments for the year 2001 and subsequent years.

Disclosure in accordance with Monroe County Code Sec. 9.5-81(f):
The parcel of land described in this instrument is located in unincorporated Monroe County. The use of the parcel of land is subject to and restricted by goals, policies and objectives of the Monroe County Plan and Land Development Regulations adopted as a part of, and in conjunction with and as a means of implementing the Monroe County Comprehensive Plan. The Land Development Regulations provide that no building permits shall be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area
requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land [which] are not approved as platted lots under the regulations confers no right to develop a parcel of land for any purpose.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto caused its appropriate officer to set his hand and seal the day and year first above written.

WITNESSES:

THE DICKERSON GROUP, INC, a Florida Corporation, successor by merger with C.T.B., INC., a Florida corporation

BY: [Signature]  
JOHN J. JOYNER, PRESIDENT

FILE #1253133  
BK#1719 PG#2232

STATE OF NORTH CAROLINA  
COUNTY OF UNION  

The foregoing instrument was acknowledged before me this 11th day of August, 2001, by JOHN F. JOYNER as President of THE DICKERSON GROUP, INC., a Florida Corporation, on behalf of said corporation, who is personally known to me or who produced identification.

Notary Public  

My Commission Expires: 3-8-2005

MONROE COUNTY  
OFFICIAL RECORDS
Property Record Card - Map portion under construction.

**Alternate Key:** 9007285 **Parcel ID:** 00122080-000302

### Ownership Details

**Mailing Address:**
ROCKLAND INVESTMENT CORP INC
121 US HIGHWAY 1 STE 103
KEY WEST, FL 33040-5456

### Property Details

**PC Code:** 10 - VACANT COMMERCIAL  
**Millage Group:** 1008  
**Affordable Housing:** No  
**Section-Township-Range:** 21-67-26  
**Property Location:** 121 OVERSEAS HWY ROCKLAND KEY  
**Legal Description:** 21 67 26 PT GOVT LOT 6 AND 7(A/K/A PT OF PARCEL GG-03) ROCKLAND KEY OR1746-124/26 OR1938-149/51C OR2358-2215/16 OR2469-1062/63

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

http://www.mcpafl.org/PropSearch.aspx  
10/9/2012
Land Details

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Misc Improvement Details

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Appraiser Notes

SPLITTING OUT PART OF RE (39375SQFT) PER OR 2149-1828 FOR THE 2006 TAX ROLL.
PARCEL BEING USED AS A CONSTRUCTION OFFICE/YARD; KEYED MISC. DOUBLEWIDE MH OFFICE IS OWNED BY BAT CONSTRUCTION (THE SAME OWNERS OWN THE LAND BUT BOTH ARE UNDER DIFFERENT COMPANIES) - INFORMED TANGIBLE.
THE ELY 822AC (27,111 SQ FT) OF PT GOVT LOTS 6 AND 7 (LYING NLY OF PARCEL GG-03) (FORMERLY PART OF RE 001212080-000200 AK 9007219) IS NOW COMBINED INTO THIS PARCEL PER OR2469-1062/63. DONE FOR THE 2010 TAX ROLL.

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.
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<th>Total Improvement Value</th>
<th>Total Land Value</th>
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</table>

### Parcel Sales History

**NOTE:** Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Official Records Book/Page</th>
<th>Price</th>
<th>Instrument</th>
<th>Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/28/2010</td>
<td>2469 / 1082</td>
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<td>12/13/2001</td>
<td>1746 / 124</td>
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<td>WD</td>
<td>0</td>
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</table>

This page has been visited 110,841 times.

Monroe County Property Appraiser  
Karl D. Borlum  
P.O. Box 1176  
Key West, FL 33041-1176
This instrument prepared by or under the supervision of and should be returned after recording to:

Name: Judith Kenney, Attorney
Address: Judith Kenney & Associates, P.A.
        2001 Biscayne Blvd., Suite 2620
        Miami, Florida 33137

A portion of Alternate Key No. 9007219

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made and entered into as of this 28th day of May, 2010, between Basin Development Company, LLC, a Florida limited liability company ("Grantor"), whose mailing address is 121 U.S. Highway 1, Key West, Florida 33040, and Rockland Investment Corporation, Inc., a Florida corporation ("Grantee"), whose mailing address is 121 U.S. Highway 1, Key West, Florida 33040.

WITNESSETH:

GRANTOR, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, and Grantee’s successors and assigns forever, the following property located in Monroe County, Florida (the "Property"), to wit:

A PARCEL OF LAND LYING AND BEING IN GOVERNMENT LOT 7, SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, MONROE COUNTY, FLORIDA AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF U.S. HIGHWAY NO. 1 (OLD FLORIDA STATE ROAD NO. 5) AND THE WEST ABUTMENT OF THE ROCKLAND KEY VIADUCT; THENCE SOUTH 63°09'20" WEST, ALONG THE ORIGINAL CENTERLINE OF THE SAID OLD FLORIDA STATE ROAD NO. 5, A DISTANCE OF 2110.00 FEET TO A POINT; THENCE NORTH, A DISTANCE OF 970.73 FEET TO A POINT; THENCE WEST A DISTANCE OF 1562.10 FEET TO A POINT; THENCE NORTH, A DISTANCE OF 1154.98 FEET TO A POINT AND FROM HEREINAFTER TO BE KNOWN AS THE "POINT OF BEGINNING"; THENCE CONTINUING NORTH, A DISTANCE OF 180.37 FEET TO A POINT TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE (MHWL) OF THE GULF OF MEXICO (ELEVATION 1.40 FEET (N.G.V.D. 1929); THENCE SOUTH 27°22'38" WEST, MEANDERING THE ECCENTRICITIES OF THE SAID MHWL, A DISTANCE OF 15.13 FEET; THENCE SOUTH 12°01'54" WEST, A DISTANCE OF 18.25 FEET; THENCE SOUTH 62°54'45" WEST, A DISTANCE OF 4.69 FEET; THENCE NORTH 80°16'03" WEST, A DISTANCE OF 14.19 FEET; THENCE NORTH 82°28'44" WEST, A DISTANCE OF 30.57 FEET; THENCE NORTH 78°21'52" WEST, A DISTANCE OF 33.12 FEET; THENCE SOUTH 75°07'39" WEST, A DISTANCE OF 35.83 FEET; THENCE NORTH 80°03'07" WEST, A DISTANCE OF 40.03 FEET; THENCE NORTH 73°32'13" WEST, A DISTANCE OF 9.67 FEET; THENCE SOUTH, LEAVING THE SAID MHWL, A DISTANCE OF 160.49 FEET; THENCE EAST, A DISTANCE OF 175.00 FEET BACK TO THE "POINT OF BEGINNING",

CONTAINING 27,111 SQUARE FEET OR 0.622 ACRES MORE OR LESS.
TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining thereto.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign Name: Miebi Tellei
Print Name: Marcus Tellei

BASIN DEVELOPMENT COMPANY, LLC
By: William O. Kemp, Manager

Sign Name: 
Print Name: 

By: Steve R. Henson, Manager

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of May, 2010, by William O. Kemp and Steve R. Henson, as Managers of Basin Development Company, LLC, who are personally known to me/provided as identification and did/did not take an oath.

Alicia Rodriguez
Notary Public

My Commission Expires: 

Alicia Rodriguez
My Commission # 00 341348
Expires: December 12, 2013
Bonds Thru Notary Public Underwriters
Karl D. Borglum
Property Appraiser
Monroe County, Florida

Property Record Card - Map portion under construction.

Alternate Key: 9084747 Parcel ID: 00122080-000303

Ownership Details
Mailing Address:
ANSON LLC
2 BAY DR
KEY WEST, FL 33040

Property Details
PC Code: 49 - OPEN STORAGE (PC/LIST)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: 121 OVERSEAS HWY ROCKLAND KEY
Legal Description: 21 67 26 ROCKLAND KEY PT GOVT LOT 6 AND 7 (A/K/A PT OF PARCEL GG-03) OR1746-124/26
OR1938-149/51C OR2149-1828/30 OR2149-1836E

http://www.mcpafl.org/PropSearch.aspx 10/9/2012
Land Details

<table>
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<tr>
<th>Land Use Code</th>
<th>Frontage</th>
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Misc Improvement Details

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<th>Width</th>
<th>Year Built</th>
<th>Roll Year</th>
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<td>20</td>
<td>2005</td>
<td>2006</td>
<td>5</td>
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Appraiser Notes

SPLIT OUT FROM RE 00122080-00302 DUE TO SALE OR2149-1828 DONE FOR 2006 TAX ROLL
SALE PRICE OF 840000 IS FROM PT OF RE 00122080-000302, (39375SQFT), WHICH WAS SPLIT INTO THIS PARCEL.
ENTIRE PARCEL IS BEING USE AS CONSTRUCTION YARD & RV'S; RENTED DOUBLEWIDE AS OFFICE - INFORMED TANGIBLE/ADDED TIKI. SEE PHOTOS.

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

<table>
<thead>
<tr>
<th>Roll Year</th>
<th>Total Bldg Value</th>
<th>Total Misc Improvement Value</th>
<th>Total Land Value</th>
<th>Total Just (Market) Value</th>
<th>Total Assessed Value</th>
<th>School Exempt Value</th>
<th>School Taxable Value</th>
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</thead>
<tbody>
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<td>6,120</td>
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<td>112,875</td>
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http://www.mcpafl.org/PropSearch.aspx

10/9/2012
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<th>Price 1</th>
<th>Price 2</th>
<th>Price 3</th>
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<td>0</td>
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</table>

**Parcel Sales History**

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Official Records Book/Page</th>
<th>Price 1</th>
<th>Instrument</th>
<th>Qualification</th>
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<tr>
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<td>2149 / 1828</td>
<td>840,000</td>
<td>WD</td>
<td>Q</td>
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</table>

This page has been visited 110,842 times.

Monroe County Property Appraiser  
Karl D. Borglum  
P.O. Box 1176  
Key West, FL 33041-1176
Prepared by and return to:
R. Bruce Wallace
Horan & Wallace, LLP
608 Whitehead Street
Key West, Florida 33040

Property Appraiser’s Parcel I.D. No:
00122080-000302

WARRANTY DEED

THIS WARRANTY DEED is made and entered into this 31st day of August 2005, between A & B Land Investments, Inc, a Florida corporation (“Grantor”), and Anson, LLC, a Limited Liability Company (“Grantee”), whose address is 14 Cora Drive, Key West, Florida 33040.

WITNESETH:

THE GRANTOR, in consideration of 10 Dollars (10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to the Grantee, and the Grantee’s successors and assigns forever, the following property located in Monroe County, Florida (the “Property”), to wit:

Exhibit “A” attached

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

SUBJECT TO:

1. Taxes and assessment for the year 2005 and subsequent years.

2. All laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulation.

3. Easements, conditions, restrictions, matters, limitations and reservations of record, without the intention of reimposing same.

4. The parcel of land described in this instrument is located in unincorporated Monroe County. The use of the parcel of land is subject to and restricted by the goals, policies and objectives of Monroe County Plan and Development Regulations adopted as part of, and in conjunction with and as a means of implementing the Monroe County Comprehensive Plan. The Land Development Regulations provide that no building permit shall
be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land which are not approved as platted lots under the regulations confers no right to develop a parcel of land for any purpose.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

Executed on August 31, 2005.

A & B Land Investments, Inc., a Florida Corporation

By: Philip Braeunig
Vice-President

Signed in the presence of:

Bruce Wallace 8/31/05
Name Printed name
Witness

Signed in the presence of:

Darlene S. Estes (Date)
Name Printed name
Witness

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by Philip Braeunig, Vice-President of A & B Land Investments, Inc., a Florida corporation, on behalf of the corporation. Philip Braeunig is personally known to me or has produced FL D052-661-42-36 as identification.

Karen R. Horan
Commission # DO341466
Expires September 28, 2008
Notary Public - State of Florida
EXHIBIT "A"
LEGAL DESCRIPTION

Doc# 1540249
Bk# 2148 PgR 1830

A parcel of land in a Part of Government Lots 6 & 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida and being more particularly described as follows: COMMENCE at the intersection of the centerline of U.S. Highway No. 1 (State Road No. 5) and the West Abutment of the Rockland Key Viaduct; thence S 63°09'20" W along the original centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for 970.73 feet; thence West for 1562.10 feet; thence North for 904.96 feet; thence West for a distance of 350.00 feet; thence North for a distance of 25.00 feet to the Point of Beginning; thence continue North for a distance of 225.00 feet; thence East for a distance of 175.00 feet; thence South for a distance of 225.00 feet; thence West for a distance of 175.00 feet back to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS
**Karl D. Borglmum**  
**Property Appraiser**  
**Monroe County, Florida**

Property Record Card - Map portion under construction.

Alternate Key: 9085076 Parcel ID: 00122080-000304

<table>
<thead>
<tr>
<th>Ownership Details</th>
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<tbody>
<tr>
<td>Mailing Address:</td>
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<tr>
<td>SJK INVESTMENT LLC</td>
</tr>
<tr>
<td>121 US HIGHWAY ONE</td>
</tr>
<tr>
<td>STE 103</td>
</tr>
<tr>
<td>KEY WEST, FL 33040</td>
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<table>
<thead>
<tr>
<th>Property Details</th>
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<tbody>
<tr>
<td>PC Code: 10 - VACANT COMMERCIAL</td>
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<tr>
<td>Millage Group: 100B</td>
</tr>
<tr>
<td>Affordable Housing: No</td>
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<tr>
<td>Section-Township-Range: 21-07-26</td>
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<tr>
<td>Property Location: VACANT LAND ROCKLAND KEY</td>
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<tr>
<td>Legal Description: 21 67 26 ROCKLAND KEY PT GOVT LOT 7 (A/K/A PT PARCEL GG) OR1719-2225/27 OR1719-2226/30/AFF OR1719-2231/32 OR1719-2236/AFF OR1719-2237/39 OR1719-2276/77/REL/E OR2169-1765/67</td>
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</table>

Website tested on IE8, IE9, & Firefox.  
Requires Adobe Flash 10.3 or higher

http://www.mcpafl.org/PropSearch.aspx  
10/9/2012
**Land Details**

<table>
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<tr>
<th>Land Use Code</th>
<th>Frontage</th>
<th>Depth</th>
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<tr>
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**Appraiser Notes**

PARCEL SPLIT OUT FROM 00122080-0003000. PER OR2189-178588 FOR 2006 TAX ROLL.
FIELD CHECK SHOWED NO MISCELLANEOUS TO MOVE OVER.

Building Permits

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<td>Residential</td>
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Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

<table>
<thead>
<tr>
<th>Roll Year</th>
<th>Total Bldg Value</th>
<th>Total Misc Improvement Value</th>
<th>Total Land Value</th>
<th>Total Just (Market) Value</th>
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<th>School Exempt Value</th>
<th>School Taxable Value</th>
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Parcel Sales History

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<th>Official Records Book/Page</th>
<th>Price</th>
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<th>Qualification</th>
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<td>K</td>
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This page has been visited 110,844 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176
This instrument prepared by or under the supervision of:

Name: Judith Kenney, Attorney
Judith Kenney & Associates, P.A.
Address: 777 Brickell Avenue, Suite 1070
Miami, Florida 33131

Alternate Key Number 9007230

WARRANTY DEED

THIS WARRANTY DEED is made and entered into this 17th day of February, 2006, between Rockland Investment Corporation, Inc., a Florida corporation (the "Grantor"), and SJK Investment, LLC, a Florida limited liability company (the "Grantee"), whose address is 121 US Highway One, Suite 103, Key West, FL 33040.

WITNESSETH:

THE GRANTOR, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to the Grantee, and the Grantee's successors and assigns forever, the following property located in Monroe County, Florida (the "Property"), to wit:

See Exhibit A attached hereto.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

SUBJECT TO:

1. Taxes and assessments for the year 2006 and subsequent years.

2. All laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations.

3. Easements, conditions, restrictions, matters, limitations and reservations of record, without the intention of reimposing same.
THE GRANTOR hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the day and year first above written.

Witnesses:

Sign Name ____________________________ Print Name ____________________________

Rockland Investment Corporation, Inc.

By: ____________________________

Steve R. Henson
Vice President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 21ST
day of February, 2006, by Steve R. Henson, Vice President of
Rockland Investment Corporation, Inc., who is personally known to
me and did not take an oath.

[Signature]
Notary Public

My Commission Expires:

[Notary Seal]
EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 21 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

Commencing at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 502.67 feet to a point; thence East, a distance of 110.00 feet to a point; thence North a distance of 208.24 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 194.07 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 194.07 feet to a point; thence East, a distance of 283.11 feet back to the "Point of Beginning".

Containing 54,943 square feet or 1.261 acres more or less
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the __________ day of ______________, 2014, by and between Monroe County, Florida, a Political Subdivision of the State of Florida ("Monroe County"), and Rockland Key Investment Corp, Inc., a Florida Corporation ("Rockland Investment"), and Key West/SAV, LLC, A Florida limited liability company (Key West SAV) (collectively, the "Parties"), pursuant to Sections 110-132, and 110-133 of the Monroe County, Florida, Code of Ordinances ("Monroe County Code"), and the Florida Local Government Development Agreement Act, Fla. Stat. §163.3220-163.3243 (2013), and is binding on the "Effective Date" set forth herein:

WITNESSETH:

The Parties hereby agree as follows:

I. RECITALS

A. This Agreement involves the redevelopment of a heavy industrial property located at Mile Marker 9, US Highway 1, Rockland Key, Florida. The site has historically been known as Rockland Key Industrial Park and, individually, it is referred to as "Rockland Commercial Center" herein this Agreement.

B. All Parties have the authority to enter into this agreement through the Florida Statutes Chapter 163 and the sole and undivided ownership of the properties.

C. Section 163.3220, Florida Statute, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the economic cost of development.

D. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes (the "Act").

E. The Parties recognize that the public noticing and hearing procedure shall follow the requirement of Section 163.3225, Florida Statute, which requires the local government to conduct two public hearing, one of which may be before the Planning Commission.

F. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan which provides for commercial retail uses in the Industrial (I) FLUM category (including but not limited to Goal 101, Objective 101.4, Policy 101.4.7)
G. Monroe County Code Section 130-131 intends to allow larger-scale commercial retail development in a non-environmentally sensitive area of the Lower Keys that primarily serves the needs of permanent residents of the Lower Keys. The intent is to protect and maintain the character of the residential areas in the Lower Keys by allowing larger-scale commercial retail development within the overlay district, a scarified area that has historically been developed with nonresidential uses.

H. Monroe County Code Section 130-131(d)(5) requires approval of a development agreement with the board of county commissioners in accordance with the procedures set forth in section 110-33. The development agreement shall be contingent on the developer providing for required public improvements.

I. Monroe County Code Section 130-131(d)(1) requires approval of a major conditional use subject to the standards and procedures set forth in Chapter 110, Article III for commercial retail uses greater than 10,001 square feet or greater.

J. Rockland Commercial Center is generally described as follows:

1. The Owners of the Property as of the date of execution of this Development Agreement are as follows: Record title in the subject Property is held by Rockland Key Investment Corp, Inc., whose owners are Susan Kemp, Steve Henson, and Deborah Henson. The Contract vendee and equitable owner of the subject Property is Developer Key West/SAV, LLC, whose owners are Susan Kemp, Steve Henson, and Deborah Henson. Record title to the Property will be conveyed to Developer, its successors and assigns, no later than 120 days following recordation of this Development Agreement in the Public Records of Monroe County. There are no other legal or equitable owners of the Property known to the parties to this Development Agreement.

2. The Rockland Commercial Center is legally described as parcels of land in Part of Government Lot 7, Section 21, Township 67, South Range 26 East and having real estate (RE) numbers 00122070-000200, 00122070-000201, 00122070-000400, 00122070-000500, 00122070-000600, 00122080-000200, 00122080-000300, 00122080-000303 and 00122080-000304

3. The Rockland Commercial Center currently has an Industrial ("I") Land Use (Zoning) District designation, an overlay designation of Rockland Key Commercial Retail Center Overlay District ("RKCRCOD") and a corresponding Industrial ("I") Future Land Use Map designation. A copy of the Land Use District Map and Future Land Use Map for the Rockland Commercial Center is attached as Exhibit A.

4. The Rockland Commercial Center currently has a Tier Overlay District designation of Tier III.

5. The Rockland Commercial Center consists of 33 acres.
6. Historically and currently the Rockland Commercial Center was and is being used for a mix industrial, office and retail uses.

II. PURPOSE

A. The overall purpose of this Agreement is to allow the Parties to implement the provisions of the Monroe County Comprehensive Plan via Monroe County Code Section 130-131 as applied to the Rockland Commercial Center in order to allow larger-scale commercial retail development in a non-environmentally sensitive area of the Lower Keys that primarily serves the needs of permanent residents of the Lower Keys in order to protect and maintain the character of the residential areas in the Lower Keys by allowing larger-scale commercial retail development within the overlay district a scarified area that has historically been developed with nonresidential uses.

B. The Agreement allows the redevelopment of Rockland Commercial Center, Rockland Key Florida, in compliance with all applicable provision of Florida Statutes, the Principle for Guiding Development in the Florida Keys Area of Critical State Concern, the Monroe County Comprehensive Plan, and the Monroe County Code.

C. Rockland Investment and Key West SAV have authorized Trepanier & Associates, Inc. to execute this Agreement on their behalf. A copy of Rockland Investment and Key West SAV agency authorization is attached hereto as Exhibit B.

III. AGREEMENT REQUIREMENTS

A. Recitals. The recital explaining the intent and purpose of the project as set forth in the preceding clauses are incorporated herein and form a material part of this Agreement. The Parties recognize the binding effect Florida Statutes §163.3220-163.3243, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following.

B. Legal Description and Ownership. The legal description for the Rockland Commercial Center subject to this Agreement is set forth in Exhibit C.

C. Duration of Agreement. This Agreement shall remain in effect for ten (10) years from the “Effective Date” as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Section 163.3229, Florida Statutes. For the duration of this Agreement, the Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

D. Permitted Uses.

1. Rockland Commercial Center, 121 Overseas Highway, Rockland Key:
a. The Rockland Commercial Center currently has an I Land Use (Zoning) District designation, RKRCOD Overlay Land Use (Zoning) and a corresponding I Future Land Use Map designation.

b. In accordance with this Agreement and with the I Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.7, the permitted uses in the I Future Land Use Map category include industrial, manufacturing, warehouse and distribution, commercial, public, residential, and commercial fishing-related uses.

c. In accordance with this Agreement and with the I Land Use (Zoning) District, as set forth in Monroe County Code Section 130-82, and in compliance with other provisions of the Code, the permitted uses in the I Land Use (Zoning) District include restaurants, offices, commercial fishing, institutional uses, light industries, public buildings and uses, accessory uses, stealth wireless communications facilities, satellite earth stations, and antenna supporting structures.

d. In accordance with this Agreement and with the RKRCOD Overlay Land Use (Zoning) District, as set forth in Monroe County Code Section 130-131, and in compliance with other provisions of the Code, the permitted uses in the RKRCOD Overlay Land Use (Zoning) District include commercial retail, restaurants, offices, commercial fishing, institutional uses, light industries, public buildings and uses, accessory uses, stealth wireless communications facilities, satellite earth stations, and antenna supporting structures.

E. Public Facilities.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Rockland Commercial Center. The Florida Keys Aqueduct Authority will individually meter each type of development accordingly.

2. Keys Energy Services provides electric service to the Rockland Commercial Center. Keys Energy Services will individually meter each type of development accordingly.

3. Solid waste service is provided to the Rockland Commercial Center by a solid waste collection system franchised by Monroe County.

4. The Rockland Commercial Center is connected to central sewer via the Big Coppitt Sewer Treatment system available to Rockland Key properties.

F. Reservation or Dedication of Land.

1. Rockland Investment and Key West SAV shall construct and lease to the County (for a term of no less than 10 years at an annual rent of $1 per year) a facility for use by members of the public, outside the 75 DNL noise area consisting of a minimum amount of 5,000 square feet of total floor area, which includes the following features:
a. A 200-seat capacity community meeting room; and

b. Restroom and kitchen facilities; and

c. 1,000 square feet of area for neighborhood-oriented services that will be made available by the County to users (i.e. hobby rooms or computer rooms).

The facility may be utilized for meetings of non-profit, for-profit County or community organizations, as well as other governmental and public entities, on a first come first serve basis. Operational Fees for the facility may be charged by the County. This facility must obtain a certificate of occupancy prior to or concurrent with issuance of a certificate of occupancy for a building to be utilized by any commercial retail use.

2. Rockland Investment and Key West SAV shall make available for lease 10,000 square feet of commercial retail floor area consisting of no fewer than four 4 separate commercial units each no larger than 2,500 square feet for neighborhood-oriented retail and service uses such as, but not limited to animal veterinary clinics, fitness centers, hair saloons/ barber shops, mail and shipping services, medical offices, professional services, or similar neighborhood-oriented uses deemed.

3. Rockland Investment and Key West SAV shall make certain parking facilities within the Rockland Commercial Center available for use by the County for storage of official vehicles in advance of major storms. If Monroe County utilizes such facilities, Monroe County shall indemnify the shopping center, Key West SAV successors in interest and assigns.

4. All development within the Overlay District will comply with all aspects of the environmental regulations imposed by the State of Florida, South Florida Water Management District (SFWMD) and Monroe County Comprehensive Plan and Land Development Regulations (MCLDR’s). These regulations include protection of mangrove and salt marsh wetlands through design avoidance and setbacks as appropriate, and mitigation for un-avoidable impacts as established in the specific environmental permits for the project. Specific aspects of environmental protection established by the environmental regulations include the following:

a) All intact (e.g. un-disturbed, 100% open space habitats) mangrove and salt marsh wetlands will be avoided in the development plan and placed under a conservation easement to the SFWMD and will include a perpetual management plan as required by SFWMD rules and regulations. If requested by Monroe County, an additional Grant of Conservation Easement (GOCE) will also be established in favor of Monroe County in addition to the easement and management plan required by SFWMD.

b) Disturbed wetlands as defined by the MCLDR’s occur on the property and include Disturbed Salt Marsh and Buttonwood Wetlands (LDR Sec. 101-1). All development that will occur in these disturbed wetland areas will meet the requirements of the SFWMD and Monroe County MCLDR’s (Sec. 118-10). Disturbed wetlands that are
developed will meet requirements for KEYWEP evaluation, setbacks, environmental
buffers, open space and mitigation of un-avoidable impacts. Mitigation will be
established using UMAM and will occur on-site and involve the restoration of
degraded upland and wetland areas outside the development area. All approved
mitigation areas will be incorporated into the SFWMD Conservation Easement
described above, as required by SFWMD regulations.

e) A fully compliant SFWMD-approved stormwater management system that prevents
adverse impacts from stormwater runoff shall be implemented as part of any re-
development process.

G. Public Improvements.

1. Rockland Investment and Key West SAV shall provide bicycle/ pedestrian path
connecting the Rockland Commercial Center to the county trail system along the US 1
corridor and a multi-modal transit stop for mass transit, which shall include designated
areas for bicycle, scooter and motorcycle parking and an electric car charging system to
limit and reduce vehicle trip generation. The mass transit stop shall include a covered and
secure (lighted and visible) area for passengers waiting for transportation.

2. Rockland Investment and Key West SAV shall provide one (1) bus, not to exceed
$100,000.00, for use on the Key West – Marathon route to provide better, more frequent
public transit to alleviate, limit and reduce vehicle trip generation on US 1. The bus may
contain advertisement for the Rockland Key Shopping Center.

3. Rockland Investment and Key West SAV shall provide a Traffic Impact Statement prior
to any development approval including a minor or major conditional use regardless of
traffic generated by development.

4. Rockland Investment and Key West SAV shall be responsible for causing all necessary
improvements to US 1, as warranted under FDOT standards, including design,
permitting, installation, and construction.

5. Rockland Investment and Key West SAV shall incorporate measures to achieve a noise
reduction level of 30 dB in all habitable structures permitted under this overlay district.

6. No Certificate of Occupancy may be issued for retail development under this overlay
district until the existing inventory of affordable housing units within a radius of fifteen
(15) miles has been increased over the 2012 inventory by no fewer than 50 new units of
affordable housing.

H. Development Standards.

The development standards shall be determined by the application of the standards contained
in the Monroe County Comprehensive Plan and Monroe County Code in effect on the
effective date of this agreement and by granting of the major conditional use permits as
required in Monroe County Code Section 130-131, including:

1. Unless specifically and otherwise allowed by the Monroe County Code, the height of any
new structure associated with the redevelopment of the Rockland Commercial Center
property shall not exceed 35 feet.

2. Areas designated Native Area NA The permitted uses provided in section 130-131(d)(1)
shall not be permitted in any area designated as Native Area (“NA”) on the Land Use
District Map.

3. Maximum floor area

a. An individual building may contain up to 175,000 square feet of floor area only if the
design of the building complies with the following design requirements:

   i. Building Facades. Facades equal to or greater than one hundred (100) feet in
   length measured horizontally shall incorporate wall plane projections or recesses
   having a depth of at least three (3) percent of the length of the façade and
   extending at least twenty (20) percent of the length of the façade. No
   uninterrupted length of any façade shall exceed forty (40) horizontal feet.

   ii. Roofs. All buildings regardless of size shall incorporate at least two of the
   following roof related architectural features:

      1) Overhanging eaves extending no less than three 3 feet past the supporting
         walls.

      2) Sloping roofs with an average slope greater than or equal to one 1 foot of
         vertical rise for every three 3 feet of horizontal run and less than or equal to
         one 1 foot of vertical rise for everyone 1 foot of horizontal run.

      3) Three 3 or more roof slope planes.

      4) A specific architectural element proposed by the applicant architect that is
         acceptable to the Planning Director.

For any building with a flat roof and/or any building on which rooftop
equipment is installed, parapets shall be incorporated to conceal the flat roof
and rooftop equipment, such as HVAC units from public view. The average
height of such parapets shall not exceed fifteen (15) percent of the height of
the supporting wall and such parapets shall not at any point exceed one-third
(1/3) of the height of the supporting wall. Such parapets shall feature three
dimensional cornice treatment.
iii. Material and/or color variation. A front building facade regardless of the building size shall include at least two material types and at least two colors.

iv. Design consistency. Compatible and consistent design materials and colors shall be utilized for all new structures within the overlay district in order to make the development as a whole more cohesive.

b. No individual tenant space shall exceed 140,000 square feet.

c. The cumulative total of all commercial floor area within the overlay district shall not exceed a maximum floor area of 335,000 square feet.

4. Rockland Investment and Key West SAV shall, prior to the issuance of a commercial retail use of greater than 10,000 square foot within the overlay district, install a class “D” bufferyard along the boundary of the overlay district adjacent to US 1 and class “C” bufferyards along all other non-shoreline boundaries of the overlay district.

I. Site Plan Approval: Monroe County does hereby accept the conceptual site plan of the Rockland Commercial Center Property. The conceptual site plan is attached as Exhibit D. The development shall be consistent with all applicable codes, including but not limited to the Monroe County Comprehensive Plan and Monroe County Code in effect at the time of this agreement. Following a review of compliance with such code, the final site plan must be approved by the Monroe County Planning Commission as an amendment to the Property's major conditional use permit. The Planning Commission has final authority over the site plan and the site plan may be amended by the Planning Commission.

J. Military Installation Area of Impact. Rockland Investment and Key West SAV acknowledge and understand the Rockland Commercial Retail Center is within the Military Installation Area of Impact Overlay as defined by the Monroe County Comprehensive Plan. Rockland Investment and Key West SAV agree that habitable structures, permitted under this overlay district, shall meet noise reduction levels for high noise zones. Measures to achieve a noise reduction level of 30dB must be incorporated into design and construction of the habitable structures. This shall be the minimum sound attenuation standard. The community meeting facility required in subsection (d)(5) shall not be constructed in the most current 75 DNL area.

K. Finding of Consistency. By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers Monroe County's Comprehensive Plan and Land Development Regulations.

L. Breach, Amendment, Enforcement, and Termination.

1. Material Breach. A material breach by the Parties is a failure of any Party to comply with the terms of this Agreement after Notice as provided herein.

2. Notice. Upon either Party's material breach of the terms and conditions of this Agreement, the non-breaching party shall serve written Notice of the breach upon the breaching Party pursuant to the procedure established in the Agreement and shall provide
the opportunity, within ninety (90) days of the date such Notice is served, to propose a
method of fulfilling the Agreement’s terms and conditions or curing the material breach
or to negotiate an amendment to the Agreement within a reasonable time, as mutually
agreed to by the Parties. This Agreement is not subject to arbitration and must be
amended in accordance with statutory requirements.

3. Amendment or Termination. The Parties hereto shall at all times adhere to the terms
and conditions of this Agreement. Amendment, termination, extension, or revocation of
this Agreement shall be made in accordance with the notification and procedural
requirements set forth herein.

a. Amendments to this Agreement shall subject the Parties to the laws and policies in
effect at the time of the amendment only if the conditions of Section 163.3233(2),
Florida Statutes, are met.
b. No modifications, extensions, amendments, or alterations of the terms or conditions
contained herein shall be effective unless contained in a written document approved
and executed by the Parties.
c. Amendment, extension or termination shall require at least two (2) public hearings.
The hearings shall be held pursuant to an application filed with Monroe County by
the Party seeking to amend or terminate this Agreement, along with the requisite
filing fee. Notice of public hearing shall be in accordance with Monroe County
Ordinances and Florida Statutes

4. Enforcement:

a. After notice and an opportunity to respond and/or cure the material breach as
provided for below. In addition, Monroe County may utilize appropriate code
enforcement remedies to cure any breach after notice and an opportunity to cure as
provided herein.
b. The Parties, their successors or assigns, or any aggrieved or any adversely affected
person as defined in Section 163.3215(2), Florida Statutes, may file an action for
injunctive relief in the Circuit Court of Monroe County to enforce the terms of this
Agreement or to challenge compliance with the provisions of Sections 163.3243,
Florida Statutes.
c. Nothing contained herein shall limit any other powers, rights, or remedies that either
party has, or may have in the future, to enforce the terms of this Agreement.

M. Binding Effect of Agreement. The covenants, agreements, and obligations herein contained,
except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of
the Parties hereto and their respective personal representative, heirs, successors and assigns

N. State and Federal Law. If State or Federal laws enacted after the effective date of this
Agreement preclude either Party’s compliance with the terms of this Agreement, this
Agreement shall be modified as is necessary to comply with the relevant State or Federal laws.

O. Compliance with Other Laws. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Parties of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.

P. Reservation of Rights. This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. The Parties reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes, and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

Q. No Permit. This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve the Parties, other than Monroe County, of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.

R. Good Faith; Further Assurances; No Cost. The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County’s police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.

S. Successors and Assigns. This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.

T. Joint Preparation. This Agreement has been drafted with the participation of the Parties and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term “included” is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.

U. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a)
by personal delivery; (b) by deposit with the United States Postal Service as Certified or
Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or
(c) by deposit with an overnight express delivery service with proof of receipt. Notice shall
be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

with a copy to

County Attorney
PO Box 1026
Key West, FL 33041

and

1111 12th Street Suite 408
Key West, Florida 33040
The address of Rockland Investment shall be:

Rockland Investment Corporation
121 US Hwy 1, Suite 109
Key West, FL 33040

with a copy to

_________________

_________________

The address of Key West SAV shall be:

Key West SAV, LLC
400 Mall Boulevard, Suite M-1
Savannah, GA 31406

with a copy to

_________________

_________________

It is the responsibility of the Parties to notify all Parties of change in name or address for proper notice.

V. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.

W. Construction. This Agreement shall be construed in accordance and with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
X. Omissions. The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

Y. Jurisdiction and Governing Law. The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.

Z. Attorney’s Fees and Costs. The parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney’s fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.

AA. Time of Essence. Time shall be of the essence for each and every provision hereof.

BB. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

CC. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

DD. Recording. Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Rockland Investment Corporation, Inc. agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in interest to the Parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either Party, the other Parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.
EE. Conflicting Resolutions. All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

FF. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

GG. Effective Date. The “Effective Date” of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Economic Opportunity pursuant to Chapter 380, Florida Statutes.
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Rockland Key Investment Corp, Inc.,

By: ____________________________

Title: __________________________

Dated: __________________________

The foregoing instrument was acknowledged before me on this ___ day of __________, 2014, by __________________________ the __________________________ of Rockland Investment Corporation, Inc. He is personally known to me and did not take an oath.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Key West SAV, LLC

By: ____________________________

Title: __________________________

Dated: __________________________

The foregoing instrument was acknowledged before me on this ___ day of __________, 2014, by __________________________ the __________________________ of Key West SAV, LLC. He is personally known to me and did not take an oath.

ATTEST: AMY HEAVILIN, CLERK

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

DEPUTY CLERK

MAYOR
Exhibit A – FLUM & Zoning
Authorization Form

I, Basin Development Company, LLC, SJK Investments, LLC, Rockland Investment Corporation, Inc.,

Please Print Name(s) of Owner(s)

authorize Trepanier & Associates, Inc. to be the representative for

Name of Agent

Address(es)/ RE Number(s)

00122080-000304, 00122070-000201, 00122070-000202, 00122070-000400.

Address(es)/ RE Number(s)

00122070-000600, 00122070-000605, 00122060-000306, 00122080-000302, 0122080-00303

Address(es)/ RE Number(s)

and act on my/our behalf with regard to this issue.

Signature(s) of Owner:

Susan J. Kemp; MGRM of SJK Investments, LLC, and President of
Rockland Investment Corporation, Inc.

William O. Kemp; MGRM of Basin Development Company, LLC.

Subscribed and sworn to (or affirmed) before me on 10/19/12 (date) by

Susan Kemp and William Kemp.

Please Print Name of Affiant:

He/She is personally known to me or has

presented ___________________________ as identification.

D. Brannham
Notary's Signature and Seal

Deborah Brannham Name of Acknowledger printed or stamped
Title or Rank

Commission Number, if any

D. Brannham
Notary Public
State of Florida
Not commissioned for.
My commission Exp. 3.21.16
Authorization Form

I, ______________________________, the Owner(s) of ______________________________, authorize "_____________________, Inc." to be the representative for the Text Amendment Application with the following information:

Address/Project Name: ______________________________

and act on my/our behalf with regard to this issue.

Signature of Owner: ______________________________

Signature of Joint/Co-owner if applicable: ______________________________

Subscribed and sworn to (or affirmed) before me on ______________________________, 2011 (date) by Steve Henson, Vice President - Rockland Investment Corp. Inc.

Name of Affiant: ______________________________

Signature of Affiant: ______________________________

I, ______________________________, am personally known to me or has presented ______________________________ as identification.

Kerry L. Hishmith

Commission # 0027801
Expires April 22, 2015

Authorization Form
Authorization Form

I, Anson, LLC. authorize

Please Print Name(s) of Owner(s)

Trepanier & Associates, Inc. to be the representative for 00122080-000303

RE/Address/ Project Name

and act on my/our behalf with regard to this issue.

__________________________
Signature of Owner

Michael L. Anson;
MORM and Registered Agent
of Anson, LLC.

Subscribed and sworn to (or affirmed) before me on October 25, 2012 (date) by

__________________________
Signature of Joint/Co-owner if applicable

Michael L. Anson

Please Print Name of Affiant

He/She is personally known to me or has presented

__________________________
as identification.

__________________________
Notary’s Signature and Seal

__________________________
Name of Acknowledger printed or stamped

Title or Rank

DD 941348
Commission Number, if any
Exhibit C – Survey & Legal Descriptions
Legal Description

PARCEL A:

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key viaduct; thence S63°09'20" W. along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet; thence West for 1757.36 feet to the Point of Beginning; thence West, a distance of 326.00 feet; thence South, a distance of 636.11 feet to the Northerly right-of-way line of U.S. Highway No. 1; thence S89°39'23" W. and along the said Northerly right-of-way line of U.S. Highway No. 1 a distance of 151.64 feet to the point of curvature of a curve to the left, having a radius of 5804.65 feet, a central angle of 00°02'30"", a chord bearing of S89°37'58" W and a chord length of 4.21 feet; thence along the arc of said curve, an arc length of 4.21 feet to the end of said curve; thence North, and leaving the said Northerly right-of-way line of U.S. Highway No. 1, a distance of 677.05 feet; thence S90°00'00" E, a distance of 481.85 feet; thence South a distance of 40.00 feet to the Point of Beginning.

PARCEL B:

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key viaduct; thence S63°09'20" W. along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet; thence West for 2414.12 feet; thence South 167.02 feet to the Point of Beginning; thence West a distance of 58.93 feet; thence South a distance of 476.31 feet to the Northerly right-of-way line of U.S. Highway No. 1 to a point on a curve to the right, having a radius of 5804.65 feet, a central angle of 00°26'04", a chord bearing of N87°31'20" E and a chord length of 44.03 feet; thence along the arc of said curve, an arc length of 44.03 feet to the end of said curve; thence North, and leaving the said Northerly right-of-way line of U.S. Highway No. 1, a distance of 341.20 feet; thence West a distance of 38.94 feet; thence North a distance of 107.26 feet; thence East a distance of 53.88 feet; thence North a distance of 25.95 feet to the Point of Beginning.

PARCEL C:

Together with a non-exclusive easement for ingress, egress and access, created by Corrective Easement Agreement by and between C.T.B., Inc. and Rockland Investment Corporation, Inc., dated April 22, 1997 and recorded in Official Records Book 1458, Page 1378, of the Public Records of Monroe County, Florida, over the lands described therein.
PARCEL D:

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCE at the Southwest corner of Rockland Village, according to the Plat thereof as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida and run thence North along the West boundary line of said Rockland Village, a distance of 29.30 feet to a point; thence West a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113, of the said Public Records; thence continue West a distance of 1500.10 feet to the Point of Beginning of the parcel of land being described herein; thence North for a distance of 40.00 feet; thence East for a distance of 567.11 feet; thence North for a distance of 462.71 feet; thence West for a distance of 242.00 feet; thence South for a distance of 211.91 feet; thence West for a distance of 500.11 feet; thence South for a distance of 483.72 feet; thence West for a distance of 53.88 feet; thence South for a distance of 107.26 feet; thence East for a distance of 38.94 feet; thence South for a distance of 339.82 feet to the North right-of-way line of U.S. Highway No. 1; thence Northeasterly along said right-of-way line for a distance of 189.94 feet to a point that bears South of the Point of Beginning; thence North for a distance of 640.00 feet to the Point of Beginning.

PARCEL F:

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key viaduct; thence S63° 09'20" W. along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet; thence West for 2414.21 feet to the Point of Beginning; thence South for 167.02 feet; thence West for 58.93 feet; thence North for 40.00 feet; thence N21°15'09" E for 162.56 feet; thence South 24.48 feet to the Point of Beginning.

EXHIBIT A - ROCKLAND PROPERTY - PARCEL GG

A parcel of land in a Part of Government Lot 6 & 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida and being more particularly described as follows:

PARCEL GG:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West Abutment of the Rockland Key Viaduct; thence South 63°09'20" West along the original centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for 970.73 feet; thence
West for 1562.10 feet to the Point of Beginning; thence North a distance of 1154.97 feet to a line lying 2000 feet Northerly of the South Line of said Section 21; thence West along the said line lying 2000 feet Northerly of the South Line of said Section 21 for a distance of 1016.48 feet; thence South along a line lying 222.99 feet East of and parallel with the West line of said Section 21 for a distance of 1804.23 feet to the Northerly Right-of-Way line of U.S. Highway No. 1 and a point on a curve to the right having a radius of 5804.65 feet, a central angle of 01°02'33"., a chord bearing of N 86°47'01" East and a chord length of 105.62 feet; thence along the arc of said curve, an arc length of 105.62 feet to the end of said curve, thence North and leaving the said Northerly Right-of-Way Line of U.S. Highway No. 1 a distance of 516.31 feet; thence North 21°15'12" East a distance of 162.56 feet; thence North a distance of 336.13 feet; thence N 40°52'49" East, a distance of 57.66 feet; thence North a distance of 98.45 feet; thence East a distance of 704.37 feet; thence South a distance of 462.65 feet; thence West a distance of 85.26 feet; thence South a distance of 40.00 feet; thence East a distance of 195.26 feet to the Point of Beginning.

LESS PARCEL GG-01:

A parcel of land in a Part of Government Lot 6 & 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West Abutment of the Rockland Key Viaduct; thence South 63°09'20" West along the original centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for 970.73 feet; thence West for 1562.10 feet to the Point of Beginning; thence North for a distance of 502.65 feet; thence West for a distance of 110.00 feet; thence South for a distance of 502.65 feet; thence East for a distance of 110.00 feet to the Point of Beginning.

LESS PARCEL GG-03:

A parcel of land in a Part of Government Lots 6 and 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West Abutment of the Rockland Key Viaduct; thence South 63°09'20"W along the original centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for 970.73 feet; thence West for 1562.10 feet; thence North for 904.96 feet to the Point of Beginning; thence continue North for a distance of 250.00 feet; thence West for a distance of 350.00 feet; thence South for a distance of 250.00 feet; thence East for a distance of 350.00 feet to the Point of Beginning.

LESS TRACT 3:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:
A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 3 of the future map or plat entitled "Rockland Key Commerce Center Subdivision" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 1106.10 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing West, a distance of 345.00 feet to a point; thence North, a distance of 290.74 feet to a point; thence East, a distance of 345.00 feet to a point; thence South, a distance of 290.74 feet back to the "Point of Beginning".

LESS TRACT 21:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 21 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence, North, a distance of 502.67 feet to a point; thence East, a distance of 110.00 feet to a point; thence North a distance of 208.24 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 194.07 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 194.07 feet to a point; thence East, a distance of 283.11 feet back to the "Point of Beginning".

LESS TRACT 4:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 4 of
the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing West, a distance of 173.11 feet to a point; thence North, a distance of 340.74 feet to a point; thence East, a distance of 173.11 feet to a point; thence South, a distance of 340.74 feet back to the "Point of Beginning".

LESS TRACT 5:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 5 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 340.74 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 161.93 feet to a point; thence West, a distance of 173.11 feet to a point; thence South, a distance of 161.93 feet to a point; thence East, a distance of 173.11 feet back to the "Point of Beginning".

LESS TRACT 13:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 13 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:
COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 502.67 feet to a point hereinafter to be known as the "Point of Beginning"; thence East a distance of 110.00 feet to a point; thence North, a distance of 104.12 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 104.12 feet to a point, thence East, a distance of 173.11 feet back to the "Point of Beginning".

LESS TRACT 20:

On that certain proposed plat of Rockland Key Commerce Center Subdivision dated May 11, 2005, which is legally described as follows:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 20 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 502.67 feet to a point; thence East, a distance of 110.00 feet to a point; thence North, a distance of 104.12 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 104.12 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 104.12 feet to a point; thence East, a distance of 283.11 feet back to the "Point of Beginning".

Such parcel is to be known as "Rockland Key Commerce Center Subdivision" at the time of recordation of the plat, and such parcel is now shown on that certain proposed plat or map dated May 11, 2005.

LESS the following tracts shown thereon:

Tracts 1-5, 13, 20, 21 and 35

EXHIBIT B - BASIN PROPERTY:

A Meander Line, following the eccentricities of the Mean High Water Line (elevation 1.40 NGVD), of a parcel of land lying and being in Government 7, Section 21, Township 67 South, Range 26 East, Monroe County, Florida and being bound on the north by the Mean High Water
Line of the Gulf of Mexico and on the west by a line 222.99 feet east and parallel with the westerly limits of the said Section 21 and bound on the east by a line parallel with and 889.47 feet east of the said westerly limits of the said Section 21 and the said Meander Line being more particularly described as follows:

COMMENCING at the southwest corner of Rockland Village, according to the plat thereof as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence NORTH, along the west boundary line of said Rockland Village, a distance of 29.30 feet to a point; thence WEST, a distance of 1480.50 feet to the northwest corner of lands described in Official Records Book 373, Pages 112 and 113, of the said Public Records of Monroe County, Florida; thence continuing WEST, a distance of 932.99 feet to a point; thence continuing WEST, a distance of 411.26 feet to a point; thence SOUTH, a distance of 636.26 feet to a point on the said northerly right-of-way line of U.S. Highway No. 1 (A.K.A. Overseas Highway); thence S89°39'23"W, a distance of 152.55 feet to a point of curvature of a circular curve, concave southerly and having a radius of 5804.25 feet; thence southwesterly, along the said northerly right-of-way line and the arc of the said curve, through a central angle of 03°23'06"E, a distance of 342.94 feet to a point lying 222.99 feet (deed) east of the said westerly limits of the said Section 21, Township 67 South, Range 26 East, Monroe County, Florida; thence NORTH, leaving the said northerly right-of-way line and along the said line, parallel with and 222.99 feet east of the westerly limits of said Section 21, a distance of 377.61 feet to a point of intersection with the Mean High Water Line (MHWL) of the Gulf of Mexico (elevation 1.40 feet NGVD 1929); thence N14°53'54"E, meandering the eccentricities of the said MHWL, a distance of 38.79 feet; thence N03°35'35"E, a distance of 43.84 feet; thence N07°43'13"W, a distance of 36.22 feet; thence N19°59'22"E, a distance of 50.44 feet; thence N18°02'21"E, a distance of 45.16 feet; thence N61°08'45"E, a distance of 18.37 feet; thence N17°26'48"E, a distance of 28.97 feet; thence N69°53'58"W, a distance of 26.57 feet; thence N17°33'46"W, a distance of 37.56 feet; thence N00°06'26"W, a distance of 46.60 feet; thence N00°13'46"E, a distance of 25.45 feet; thence N04°45'45"E, a distance of 18.79 feet; thence N27°31'00"E, a distance of 31.72 feet; thence N16°02'34"E, a distance of 30.20 feet; thence N00°43'45"W, a distance of 21.42 feet; thence N12°39'34"W, a distance of 49.95 feet; thence N04°21'20"E, a distance of 51.93 feet; thence N40°23'59"E, a distance of 47.68 feet; thence N19°11'24"E, a distance of 18.45 feet; thence N24°47'52"E, a distance of 25.34 feet; thence N62°43'16"E, a distance of 31.89 feet; thence N32°55'49"E, a distance of 32.66 feet; thence N23°38'56"W, a distance of 42.39 feet; thence N79°38'05"W, a distance of 17.48 feet; thence N88°26'56"W, a distance of 12.98 feet; thence N83°47'04"W, a distance of 40.36 feet; thence N57°26'25"W, a distance of 26.03 feet; thence N33°11'03"W, a distance of 53.75 feet to a point of intersection with the said line being parallel with and 222.99 feet east of the westerly limits of Section 21; thence NORTH, along the said parallel line, a distance of 170.44 feet to a point of intersection with the said MHWL; thence N11°56'06"E, meandering the said eccentricities of the MHWL, a distance of 21.94 feet; thence N02°51'36"W, a distance of 28.08 feet; thence N09°14'56"W, a distance of 19.51 feet to a point of intersection with the said line parallel with and 222.99 feet east of the said westerly limits of Section 21; thence NORTH, along the said parallel line, a distance of 812.02 feet to a point hereinafter to be known as the "POINT OF BEGINNING" and the said point also being a point of intersection with the said MHWL; thence N50°07'44"E, meandering the said eccentricities of the MHWL, a distance of 88.23 feet; thence S75°11'27"E, a distance of 68.05 feet; thence N13°23'23"E, a distance of 142.96 feet; thence N32°09'56"E, a distance of 37.99 feet; thence
N51°48'31"E, a distance of 57.03 feet; thence N13°48'07"W, a distance of 16.67 feet; thence N68°50'13"E, a distance of 33.97 feet; thence N19°08'02"W, a distance of 22.48 feet; thence N45°49'52"W, a distance of 15.08 feet; thence N41°35'28"E, a distance of 25.89 feet; thence N82°02'46"E, a distance of 37.89 feet; thence N78°53'33"E, a distance of 43.24 feet; thence N61°02'32"E, a distance of 13.45 feet; thence N49°38'39"E, a distance of 16.04 feet; thence N54°58'16"E, a distance of 33.53 feet; thence N75°39'39"E, a distance of 36.57 feet; thence N78°36'54"E, a distance of 45.54 feet; thence N86°04'40"E, a distance of 23.05 feet; thence N39°03'35"E, a distance of 16.28 feet; thence S01°53'06"W, a distance of 12.66 feet; thence S68°51'36"W, a distance of 28.21 feet; thence S80°46'35"W, a distance of 31.31 feet; thence S74°26'46"W, a distance of 30.58 feet; thence S78°33'40"W, a distance of 14.40 feet; thence S44°56'07"W, a distance of 17.13 feet; thence S00°34'59"W, a distance of 15.79 feet; thence S18°10'34"W, a distance of 15.25 feet; thence S41°15'29"W, a distance of 49.24 feet; thence S54°53'36"W, a distance of 37.37 feet; thence S20°22'52"W, a distance of 45.94 feet; thence S17°04'55"W, a distance of 58.82 feet; thence S19°54'05"W, a distance of 17.35 feet; thence S11°42'46"W, a distance of 31.51 feet; thence S03°31'20"W, a distance of 49.41 feet; thence S01°43'08"E, a distance of 56.52 feet; thence S15°45'34"W, a distance of 25.16 feet; thence S24°52'03"E, a distance of 12.19 feet; thence S04°17'23"E, a distance of 47.08 feet; thence S09°46'03"E, a distance of 53.35 feet; thence S46°33'25"E, a distance of 43.31 feet; thence S75°17'13"E, a distance of 41.04 feet; thence S73°52'07"E, a distance of 45.17 feet; thence S73°32'44"E, a distance of 46.14 feet; thence S82°14'15"E, a distance of 39.69 feet; thence S74°31'05"E, a distance of 11.11 feet; thence S48°40'07"E, a distance of 6.02 feet; thence S79°19'17"E, a distance of 22.77 feet; thence S82°35'20"E, a distance of 26.27 feet; thence S83°45'26"E, a distance of 25.41 feet; thence S86°21'03"E, a distance of 23.62 feet; thence S88°37'06"E, a distance of 23.15 feet; thence N86°44'05"E, a distance of 23.91 feet; thence S88°39'56"E, a distance of 21.09 feet to a point being the "POINT OF TERMINATION" of the said Meander Line of the Mean High Water Line.

EXHIBIT C - SJK INVESTMENTS PROPERTY

PARCEL ONE:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 3 of the future map or plat entitled "Rockland Key Commerce Center Subdivision" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 1106.10 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing west, a distance of 345.00 feet to a point; thence North, a distance of 290.74 feet to a point; thence East, a distance of 345.00 feet to a point; thence South, a distance of 290.74 feet back to the "Point of Beginning".
PARCEL TWO:

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 21 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Pages 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 502.67 feet to a point; thence East, a distance of 110.00 feet to a point; thence North a distance of 208.24 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 194.07 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 194.07 feet to a point; thence East, a distance of 283.11 feet back to the "Point of Beginning".

NE CORNER ROCKLAND PROPERTY:

A parcel of land in a Part of Government Lots 6 & 7, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the centerline of U.S. Highway No. 1 (State Road No. 5) and the West Abutment of the Rockland Key Viaduct; thence S 63°09'20" W along the original centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for 970.73 feet; thence West for 1562.10 feet; thence North for 904.96 feet; thence West for a distance of 350.00 feet; thence North for a distance of 25.00 feet to the Point of Beginning; thence continue North for a distance of 225.00 feet; thence East for a distance of 175.00 feet; thence South for a distance of 225.00 feet; thence West for a distance of 175.00 feet back to the Point of Beginning.
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<td>ROCKLAND INVESTMENT CORP INC</td>
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<td>0012080-000200 BASIN DEVELOPMENT CO LLC</td>
<td>DICKERSON GROUP INC</td>
</tr>
<tr>
<td>121 US HIGHWAY 1 STE 103</td>
<td>P O BOX 5011</td>
</tr>
<tr>
<td>KEY WEST, FL 33040</td>
<td>MONROE, NC 28110-0519</td>
</tr>
<tr>
<td>0012081-000100 CITY OF KEY WEST</td>
<td></td>
</tr>
<tr>
<td>525 ANGELA ST</td>
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</tr>
<tr>
<td>KEY WEST, FL 33040</td>
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</tr>
</tbody>
</table>

**Note:** The addresses and companies listed above are placeholders and do not correspond to real organizations.