

Prepared by:

Alfred J. Malefatto, Esquire
LEWIS, LONGMAN & WALKER, P.A.
515 North Flagler Drive
Suite 1500
West Palm Beach, FL 33401
Parcel Number: 13-30-15-70560-400-1600

**A NON-EXCLUSIVE ACCESS AND ENVIRONMENTAL WORK EASEMENT
AND COVENANT TO RESTRICT USE AGREEMENT**

Southbrook Corporate Center, LLC
10950 S. Belcher Road
Largo, Florida 33777

Southbrook Corporate Center, LLC, a Florida limited liability company hereinafter referred to as (“Grantor”) owns certain real estate more particularly described in the attached Exhibit A made a part hereof (the “Real Estate”). For the sum of \$10 and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant a non-exclusive easement for access to the United States of America (“Grantee”), represented by the U.S. Department of Energy, Office of Legacy Management (“DOE”), in, at, upon, over, under and across the portion of the Real Estate located in the County of Pinellas, State of Florida, as shown on Exhibit B made a part hereof (the “Restricted Property”). In this Non-Exclusive Access and Environmental Work Easement And Covenant to Restrict Use Agreement (this “Agreement”), Grantor and Grantee are each sometimes referred to as a “Party” and are together sometimes referred to as the “Parties.”

A. Description of Facts:

A. 1. The Pinellas County Site (the “Site”) is north of the Real Estate. The Site was once owned by Grantee, under the jurisdictional control of the DOE. The Site ceased operations in 1997, and the Pinellas County government jointly redeveloped the facility, which is now called the Young-Rainey Science, Technology and Research Center. On December 14, 1987, Grantee reported discharges of chlorinated solvent(s) at the Site to the United States Environmental Protection Agency.

A. 2. Grantee discovered subsurface chlorinated solvent(s) groundwater plume (the “Contamination”) originating from the Site had migrated into the shallow aquifer under Grantor's Real Estate on or about December 2010. The highest concentration of the Contamination occurs between 20-29 feet below the surface of the Real Estate. Through hydrogeological characterization on the Real Estate, Grantee has determined the current extent of the Contamination. Additional groundwater monitoring may determine if the Contamination is stable and is not migrating.

A. 3. Grantor and Grantee are entering into this Agreement to: (1) require Grantor to provide notice to Grantee prior to excavating, digging, drilling, or dewatering or use of shallow aquifer

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groundwater beneath the Restricted Property; and (2) to grant access to Grantee to the Restricted Property for environmental work including, but not limited to groundwater monitoring, well installation, maintenance, operation, removal and closure, and, if necessary, corrective or/and remediation actions or activities (the "Environmental Work") consistent with terms and conditions contained in 2.2 below.

A. 4. The Restricted Property is currently utilized as a parking lot, but should the Real Estate and/or the Restricted Property be developed, it is intended that the obligations under this Agreement will have minimal to no impact on the current or future development of Grantor's Real Estate.

A. 5. In addition, the Grantor and Grantee are entering into this Agreement as a corollary to Grantor entering into a Declaration of Restrictive Covenant (the "DRC") with the Florida Department of Environmental Protection (the "FDEP") regarding the Restricted Property. Grantee agrees to assist Grantor in negotiating terms and conditions of the DRC on Grantor's behalf. The FDEP is the State regulatory agency with authority in regard to the management of environmental conditions, soil and the groundwater on the Restricted Property pursuant to the DRC, which will be recorded. The parties acknowledge and agree that Grantee has no authority over FDEP to act in these matters and no obligation regarding obtaining or granting FDEP approvals.

ARTICLE I

GENERAL PROVISIONS

1.1. This Agreement establishes rights, conditions, and restrictions upon the Restricted Property. Each and all of the rights, conditions, and restrictions shall run with the land, and pass with the Real Estate, and shall apply to and bind the respective successors in interest.

1.2. By granting and accepting the terms and conditions of this Agreement, the Parties, their successors and assigns, agree to be bound by said terms. The Parties also agree that either Party shall be entitled to specific performance of any of the provisions or conditions of this Agreement in any court of competent jurisdiction, provided the curing of any violation has not occurred within thirty (30) days after the Party has provided written notice pursuant to Article 4.1 below, to the violating Party of said violations or deficiencies. In addition to specific performance, the Party would be entitled to any penalties, costs, or expenses associated with obtaining such performance.

1.3. If all or part of the Real Estate is sold or conveyed by Grantor to a new owner(s), Grantor or Grantor's authorized legal representative (1) shall inform the potential owner(s) or other grantee(s) of this Agreement; (2) shall inform Grantee in writing of the intent to sell or transfer the Real Estate at least ten (10) days prior to the sale or transfer; and (3) shall assign this Agreement in writing to the new owner(s) or other grantee and provide Grantee a copy of such document.

1.4. All purchasers, lessees, or possessors of any relevant portion of the Real Estate shall be deemed by their purchase, leasing, or possession of such Real Estate to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assigns, that the rights, conditions, and restrictions established by this Agreement must be adhered to for the benefit of future owners and occupants and that their interest in the Real Estate shall be subject to the rights, conditions, and restrictions contained herein as may be applicable.

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1.5. Until termination of this Agreement pursuant to Section 1.10, below, Grantor agrees that this Agreement shall be referenced in future deeds and future leases that include the Restricted Property. This Agreement shall be recorded by Grantor with the Pinellas County Clerk, Official Records of Pinellas County, Florida.

1.6. Grantee shall require all contractors or subcontractors engaged in the Environmental Work ("Grantee's Contractors") to obtain and maintain comprehensive general liability insurance coverage of at least \$2,000,000 per occurrence, worker's compensation insurance in accordance with the laws of State of Florida, business automobile liability insurance with a minimum limit of \$2,000,000, professional liability insurance with a minimum limit of \$2,000,000, and contractors' pollution legal liability insurance with a minimum limit of \$2,000,000. Grantee shall require its Grantee's Contractors to name Grantor as an additional insured under the comprehensive general liability, pollution legal liability and business automobile liability insurance policies. Grantee's Contractors shall provide Grantor with the appropriate certificates evidencing insurance coverage prior to entry onto the Real Estate.

1.7. The Grantee agrees to promptly consider and adjudicate any and all claims which may arise out of this Agreement resulting from the actions of the Grantee, duly authorized representatives, or contractors of the Grantee, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. Section 2671, *et seq.* or such other legal authority as may be pertinent.

1.8. Nothing in this Agreement shall be considered a waiver of the Grantee's Sovereign Immunity by the Grantee beyond that which is waived by Federal Law.

1.9. Grantee acknowledges and agrees that Grantee and Grantee's Contractors (as defined below) shall exercise Grantee's rights under this Agreement in a manner that minimizes interference with the use or operation of the Real Estate by Grantor or its tenants. The Grantee acknowledges and agrees that the Grantee and the Grantee's Contractors shall not exercise Grantee's rights under this Agreement in any manner that causes the Real Estate to violate any Law (as defined below) or governmental regulation or ordinance that sets a minimum number of parking spaces applicable to the Real Estate. Further, if Grantee or Grantee's Contractors damage any portion of the Restricted Property, Grantee agrees to promptly repair or rebuild the Restricted Property to its condition (in all material respects) as it existed immediately prior to the work by Grantee or Grantee's Contractors.

1.10. This Agreement shall terminate automatically when Grantee's access is no longer required pursuant to an FDEP Site Rehabilitation Completion Order or other applicable environmental regulatory site closure order. Upon the termination of this Agreement, if requested in writing by Grantor, Grantee agrees to promptly execute a notice of termination of this Agreement in a form sufficient for recording in the Official Records of Pinellas County, Florida.

1.11. Grantee will evaluate any and all of Grantor's development proposal(s) for the Real Estate for potential to impact human health and the environment associated with the contamination and Environmental Work and make all necessary arrangement's at Grantee's expense to ensure intent of work is met while addressing these potential impacts to protect human health and the environment.

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ARTICLE II
RIGHTS, CONDITIONS, AND RESTRICTIONS

2.1. The rights, conditions, and restrictions of this Agreement are conveyed subject to all existing easements including easements for public roads and highways, public utilities, and pipelines.

2.2. Grantee and Grantee's Contractors are granted the right of access in, upon, over, under, and across the Restricted Property, to perform the Environmental Work, until such time that this Agreement automatically terminates pursuant to Section 1.10 above. Grantee agrees to notify Grantor in writing no later than ten (10) days before the date when Grantee or Grantee's Contractors require access to the Restricted Property. Grantee agrees that it will coordinate access with Grantor to minimize interference of the use and enjoyment of the Restricted Property by Grantor and/or Grantor's tenants. No future development of the Real Estate will be materially impaired by the activities by Grantee or Grantee's Contractors under this Agreement. The access to the Restricted Property for Grantee and Grantee's Contractors will be limited to those certain external locations on the Real Estate that are designated as the access points on Exhibit B (the "Access Locations"); provided, however, that, before using the Access Location located at the northwest corner of the Restricted Property, Grantee or Grantee's Contractors must obtain prior approval from the owner and tenants, if any, of that parcel of real property located to the north of the Real Estate at 10980 Belcher Road, Largo, Florida 33777, Parcel No. 13-30-15-70560-400-0101. If both Access Locations become unavailable as a result of Grantor's current or future use or development of the Real Estate, the Parties agree to cooperate to designate an alternative access point.

2.3. There shall be no use or extraction of the shallow aquifer groundwater by Grantor in, at, on, or under the Restricted Property without prior written approval from Grantee, FDEP, and the Southwest Florida Water Management District ("SWFWMD"), and in accordance with the DRC and Grantor securing appropriate permits and approvals as applicable as per all federal, state and local laws ("Law"). Grantor must submit permits and approvals for any plans to drill on the Restricted Property to Grantee before conducting any drilling on the Restricted Property. Grantee agrees to use its best efforts to approve said drilling plans in writing within ten (10) business days of receipt. Grantee shall provide all monitoring well diagrams, data, and sampling reports to Grantor upon Grantor's written request.

2.4. Grantee shall consult with Grantor, and Grantor shall consult with Grantee, in writing, to ensure that the Environmental Work does not materially interfere with current or future uses of the Real Estate.

2.5. Prior to conducting any well installation or dewatering activities on the Restricted Property, Grantor shall develop a dewatering plan and submit it and all applicable permits and approvals as required by Law and the DRC to Grantee for review and written approval within ten (10) business days. If any approved dewatering plan includes the appropriate handling, treatment and disposal of any extracted contaminated groundwater, those activities specifically due to the contaminated groundwater will be at Grantee's expense.

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2.6 Grantor shall provide written notice to Grantee at least ten (10) days prior to submitting any development proposal applicable to the Real Estate.

2.7 Grantee, its successors and assigns, agree that Grantee shall obtain at Grantee's expense all necessary permits, licenses, and approvals in connection with the Environmental Work to be conducted on the Restricted Property by Grantee or Grantee's Contractors.

ARTICLE III
REMOVAL OF GRANTEE'S RIGHTS, CONDITIONS, AND RESTRICTIONS

3.1. Any of Grantee's rights under this Agreement, and any conditions or restrictions created by this Agreement that encumber the Real Estate or the Restricted Property may be removed from the Real Estate, the Restricted Property, or portions thereof, by Grantee at such time (1) when Grantee has determined that the Real Estate, Restricted Property, or applicable portion thereof meets regulatory standards, as approved in writing by the FDEP, and (2) when Grantee has provided written notice of said removal to Grantor.

ARTICLE IV
MISCELLANEOUS

4.1. Whenever a Party to this Agreement seeks to give or serve notice, demand, or other communication with respect to this Agreement, such notice, demand, or communication shall be in writing and shall be sent to the other Party by certified mail with return receipt requested or by electronic mail at the addresses listed below. If a Party is represented by legal counsel, such legal counsel is authorized to give notice or make deliveries under this Agreement directly to the other Party on behalf of his or her client, and the same shall be deemed proper notice or delivery hereunder if given or made in the manner hereinabove specified. Any Party listed below may designate a different notice address by sending written notice as provided under this Section.

- a) If to Grantor, such notice, demand or other communication shall be sent to:
 Southbrook Corporate Center, LLC
 c/o Graham Mavar
 10950 S. Belcher Road
 Largo, FL 33777
 E-mail: gmavar@harrodproperties.com

With a copy to:
 Foley & Lardner LLP
 100 N. Tampa Street, Suite 2700
 Tampa, FL 33602
 Attention: Thomas M. Little, Esq., and Andy E. Peluso, Esq.
 E-mail: tlittle@foley.com and apeluso@foley.com

- b) If to Grantee, such notice, demand or other communication shall be sent to the following:

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U.S. Department of Energy
Office of Legacy Management
c/o Senior Real Estate Contracting Officer
2597 Legacy Way
Grand Junction CO 81503-1789
E-mail: david.mcneil@lm.doe.gov

4.2. If any portion of this Agreement is determined to be invalid or unenforceable for any reason, the remaining portion of this Agreement shall remain in full force and effect.

4.3. Grantee shall not permit any liens to be placed upon the Real Estate or Restricted Property as a result of activities under this Agreement by Grantee or b Grantee's Contractors. If a lien is placed upon the Real Estate or the Restricted Property as a result of the actions of Grantee or Grantee's Contractors, Grantee shall discharge or bond off such lien within twenty (20) days after Grantee receives written notice thereof from Grantor.

[signatures begin on following page]

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IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date last written below. THIS AGREEMENT, together with all the conditions thereof, is executed by Grantor this 18th day of August, 2020.

GRANTOR:
SOUTHBROOK CORPORATE CENTER, LLC, a Florida limited liability company

BY: Harrod Development, Inc., a Florida corporation

By: [Signature]
Name: Robert C. Webster, II
Title: President

[Signature]
Witness:

Date: 8/18/2020

Print Name: Elen Fletcher

Witness: [Signature]

Date: 8/18/2020

Print Name: Quinn Morris

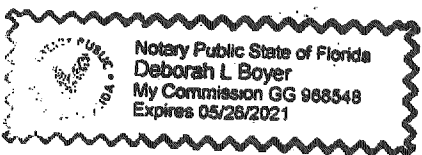
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18 day of August, 2020, by Robert C. Webster, II, as President of Harrod Development, Inc., a Florida corporation, as Manager of Southbrook Corporate Center, LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or who has produced NA as identification.

[Notary Seal]

[Signature]
Notary Public
Deborah L. Boyer
Name typed, printed, or stamped

My Commission Expires: 5/26/21



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THIS AGREEMENT, together with all the conditions thereof, is executed by Grantee this 24th day of August, 2020.

GRANTEE:
UNITED STATES OF AMERICA DEPARTMENT
OF ENERGY, OFFICE OF LEGACY
MANAGEMENT

By: [Signature]
Name: DAVID P McNEIL
Its: Realty Officer
Title: _____

[Signature]
Witness: _____

Date: 24 Aug, 2020

Print Name: Robert Jones

Witness: [Signature]

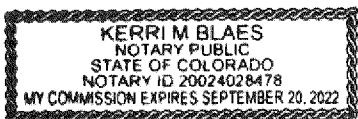
Date: Aug. 24, 2020

Print Name: Nicole Lachance

STATE OF Colorado
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of August, 2020, by David P. McNeil of United States of America Department of Energy, Office of Legacy Management. Such person is personally known to me or who has produced both DOE Badge as identification.

[Notary Seal]



[Signature]
Notary Public
Kerri M. Blaes
Name typed, printed, or stamped

My Commission Expires: 9-20-2022

CONSENT AND SUBORDINATION OF MORTGAGE TO A NON-EXCLUSIVE ACCESS AND ENVIRONMENTAL WORK EASEMENT AND COVENANT TO RESTRICT USE AGREEMENT

Hancock Whitney Bank, a Mississippi State Chartered Bank (the "Mortgage Holder"), as the holder of the following described instruments:

Mortgage from Southbrook Corporate Center, LLC, a Florida limited liability company ("Mortgagor"), to Mortgage Holder, recorded December 19, 2018, in Official Records Book 20372, at page 2488, of the Public Records of Pinellas County, Florida;

Collateral Assignment of Rents and Leases executed by Mortgagor, in favor of Mortgage Holder, dated December 18, 2019 and recorded December 19, 2018, in Official Records Book 20372, Page 2516, of the Public Records of Pinellas County, Florida; and

UCC-1 Financing Statement in favor of Mortgage Holder, recorded December 19, 2018, in Official Records Book 20372, Page 2524, of the Public Records of Pinellas County, Florida.

(collectively, the "Mortgage"), hereby subordinates the lien of its Mortgage and consents to the foregoing Non-Exclusive Access and Environmental Work Easement and Covenant to Restrict Use Agreement by and between Mortgagor and the United States of America represented by the U.S. Department of Energy, Office of Legacy Management. Provided, however, that the Mortgage Holder's subordination herein shall not be deemed to subordinate any valid claim on the part of the Mortgage Holder to the proceeds of any sale, condemnation proceedings, or insurance, nor shall the leases, rents, and profits of the property described in the Mortgage be affected by this Subordination of Mortgage. The foregoing shall not be construed as a waiver by the Mortgage Holder of any valid claim it may have according to its interest in the property to the proceeds of any sale, condemnation proceedings, or insurance.

[signatures on the following page]

[SIGNATURE PAGE TO CONSENT AND SUBORDINATION OF MORTGAGE]

[Signature]
Witness Signature

Trey Reed
Print Name

[Signature]
Witness Signature

Daniel L. Burton
Print Name

HANCOCK WHITNEY BANK, a
Mississippi state chartered bank

By: [Signature]

Name: Daniel Parker

Title: Vice President

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8th day of July, 2020, by Daniel Parker, as Vice President of HANCOCK WHITNEY BANK, a Mississippi state chartered bank, on behalf of the bank, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

My Commission Expires: 12-11-2022

[Signature]
Notary Public
SUSANA VEGA
Name typed, printed, or stamped



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EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

Parcel Number: 13-30-15- 70560-400-1600

A portion of Lots 1, 2, and 16 of PINELLAS GROVES, according to the plat recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, lying in the Southeast 1/4 of Section 13, Township 30 South, Range 15 East, North of the Seaboard Coastline Railroad right of way, and a portion of Farm 41 of PINELLAS FARMS, in Section 18, Township 30 South, Range 16 East, as recorded in Plat Book 7, Pages 4 and 5, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, run North 89°46'03" West, 371.95 feet along the North side of said Southeast 1/4; thence South 00°13'57" West, 268.05 feet for a Point of Beginning; thence South 89°46'03" East, 323.15 feet; thence 1101.00 feet along the West right of way line of Belcher Road Extension (County Road No. 27) on the arc of a curve concave to the East, radius 2919.79 feet, chord South 13°49'08" East, 1094.49 feet; thence North 88°26'33" West, 215.19 feet along the South side of said Farm 41; thence South 00°09'17" West, 40.65 feet along the East side of said Southeast 1/4; thence North 44°24'03" West, 1138.91 feet along the Northeasterly right of way line of the Seaboard Coastline Railroad; thence South 89°46'03" East, 426.36 feet; thence North 00°13'57" East, 286.95 feet to the Point of Beginning.

LESS and EXCEPT those lands described in Order of Taking, recorded in Official Records Book 5597, Page 2069, of the Public Records of Pinellas County, Florida.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities as contained and reserved in that certain Warranty Deed by and between Gordon D. McCutcheon, Jr., individually and as Trustee, as grantor, and Lazzara Oil Company, a Florida corporation, and recorded May 5, 1983 in Official Records Book 5521, Page 1600, and as subsequently assigned to Better Business Systems, Inc., a Florida corporation by instrument recorded June 11, 1985 in Official Records Book 6010, Page 1726, both of the Public Records of Pinellas County, Florida.

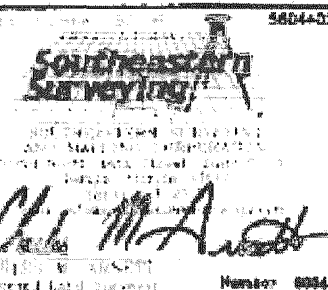
BEING ALL the property conveyed to Better Business Forms, Inc., Grantor's predecessor-by-merger, by Warranty Deed dated August 23, 1989 and recorded August 29, 1989 in Official Records of the Clerk of the Circuit Court of Pinellas County, Florida in Book 7076, Page 153, as Instrument No. 89215210.

Common Address: 10950 S. Belcher Road, Largo, Florida

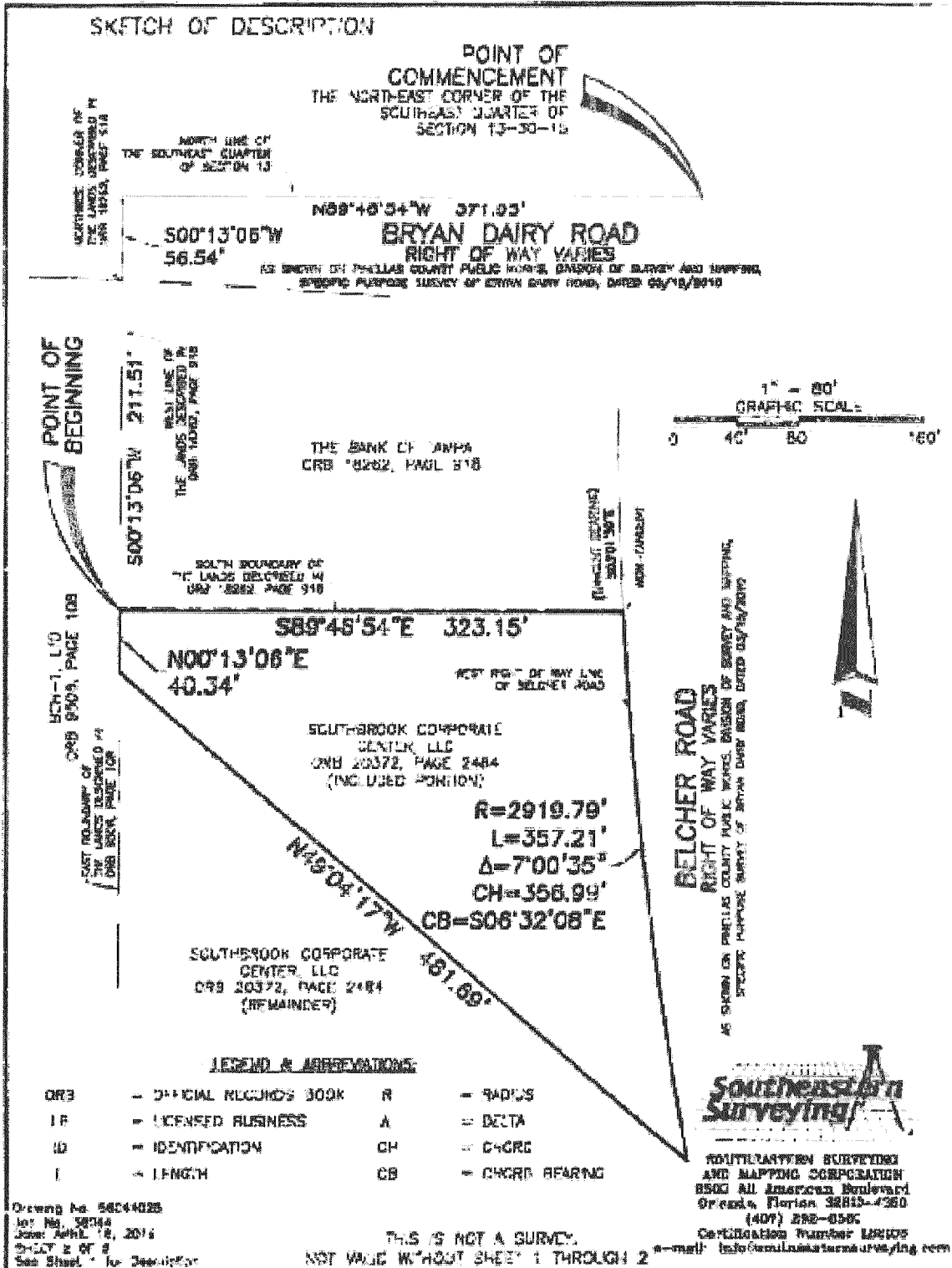
Parcel Number: 13-30-15-70560-400-1600

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EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF RESTRICTED PROPERTY

DESCRIPTION									
<p>A portion of the lands described in Official Records Book 20372, Page 2486, as recorded in the public records of Pinellas County, Florida, lying in the Southeast Quarter of Section 13, Township 30 South, Range 15 East; being more particularly described as follows:</p> <p>Commence at the Northeast corner of the Southeast Quarter of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, thence North 29°46'54" West, a distance of 371.85 feet along the North line of said Southeast Quarter; thence South 00°13'06" West, a distance of 56.54 feet to the Northwest corner of the lands described in Official Records Book 20282, Page 918; thence continue South 00°13'06" West, a distance of 211.51 feet along the West boundary of said described lands, to the South boundary of said described lands for a POINT OF BEGINNING, thence South 88°46'34" East, a distance of 323.15 feet along said South boundary to the West Right of Way line of Belcher Road, being a point on a non-tangent curve entrance Easterly, having a radius of 2918.78 feet, a central angle of 07°00'35" and a chord bearing of South 09°32'08" East; thence from a tangent bearing South 03°01'50" East, Southerly 337.21 feet along the arc of said curve; thence departing said West Right of Way line North 49°34'17" West, a distance of 487.68 feet to the East boundary of the lands described in Official Records Book 9908, Page 100; thence North 00°13'06" East, a distance of 40.34 feet along said East boundary to the POINT OF BEGINNING.</p> <p>Containing 1.45 acres, more or less.</p>									
<p>SURVEYOR'S REPORT:</p> <p>1. Bearings shown herein are based on the North line of the Southeast Quarter of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida being North 82°46'54" West.</p> <p>2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as respectively drawn under my direction and that I meet the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administrative Code.</p>									
<p>Sketch of Description</p> <p align="center">FOR</p> <p align="center">Navarro Research and Engineering, Inc.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">Date: Apr 16, 2019 JVN</td> </tr> <tr> <td>Job Number: 58044</td> <td>Scale: 1" = 80'</td> </tr> <tr> <td colspan="2" style="text-align: center;"> Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. </td> </tr> <tr> <td colspan="2" style="text-align: center;"> SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH </td> </tr> </table> <div style="text-align: right;">  <p>Ch. M. Austin Surveyor Member 8094</p> </div>	Date: Apr 16, 2019 JVN		Job Number: 58044	Scale: 1" = 80'	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	
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SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH									

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