

Prepared by and return to:
Jonathan D. Barkett, Esq.
Collins, Brown, Barkett, et al.
756 Beachland Boulevard
Vero Beach, Florida 32963

AIRSTRIP EASEMENT

State of Florida

County of Indian River

Property Addresses: 2395 146th Avenue SW, Vero Beach, FL 32968
2305 130th Avenue SW, Vero Beach, FL 32968
2300 146th Avenue SW, Vero Beach, FL 32968
2350 146th Avenue SW, Vero Beach, FL 32968

This Reciprocal Airstrip Easement (the "Easement") is executed on this 9th day of March, 2018, by and between MARK AND ANNA ALMETER ("ALMETER"), ALISTAIR PLANK ("PLANK"), and BIG SUR USA LLC ("BIG SUR").

Recitals:

WHEREAS, ALMETER is the owner of that certain real property located in Indian River County, Florida, described as follows: (the "Almeter Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF; and

WHEREAS, PLANK is the owner of that certain real property located in Indian River County, Florida, described as follows: (the "Plank" Property):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF; and

WHEREAS, BIG SUR is the owner of the two adjacent parcels of certain real property located in Indian River County, Florida, described as follows: (the "Big Sur Properties"):

SEE EXHIBITS "C" AND "D" ATTACHED HERETO AND MADE A PART HEREOF; and

WHEREAS, ALMETER and PLANK wish to grant to BIG SUR, an easement to access and use the airstrip that is centered on and located directly on the shared property boundary between ALMETER and PLANK; and

WHEREAS, in the event BIG SUR ever extends the airstrip from its current location onto BIG SUR'S property, BIG SUR wishes to grant ALMETER and PLANK an easement to access and use the portion of the airstrip located on its property; and

WHEREAS, all parties to this Easement wish to keep their respective properties free and clear of any buildings, structures, or growth that would interfere with the continuous, safe operation of the airstrip so long as it exists.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ALMETER, PLANK, and BIG SUR hereby agree as follows:

1. Recitals. The foregoing recitals are true, correct, and incorporated as if fully restated herein.
2. Grant of Easement. ALMETER hereby grants to BIG SUR and PLANK, their respective successors and assigns, a perpetual, non-exclusive shared airstrip easement, over, upon, and across the north 62.5 feet of the following described property, located in Indian River County, Florida:

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

3. Grant of Easement. PLANK hereby grants to BIG SUR and ALMETER, their respective successors and assigns, a perpetual, non-exclusive shared airstrip easement, over, upon, and across the south 62.5 feet of the following described property, located in Indian River County, Florida:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

4. As part of the consideration for this Easement, if BIG SUR ever extends the airstrip from its current location onto BIG SUR'S property, BIG SUR covenants to grant ALMETER and PLANK an easement to access and use the portion of the airstrip located on its property.

5. By execution hereof, all parties to this Easement covenant to keep their respective property free and clear of any structures, buildings, or growth that would interfere with the continuous, safe operation of the airstrip so long as it exists.

6. All parties hereby agree that each party is responsible for the maintenance of the portion of the airstrip that is on their respective parcel. If one party fails to reasonably maintain their section of the airstrip after receiving written notice to that effect from another party, then after a reasonable period of time to correct the issues, not to exceed 6 months, at the option of the other parties to this agreement, the reciprocal easement in favor of the offending party shall terminate upon written notice to same. In the alternative, all parties agree that in the event that the obstruction to the airstrip is caused by vegetation that is overgrown or has reached a height that interferes with safe operation of the airstrip, any party to this agreement may, at their own discretion and after written notice to the other parties, remove the obstructive vegetation from the property regardless of which property the vegetation is on.

7. Each party is responsible for its own inspection of the airstrip in its entirety for hazards before takeoff and landing. Each party further agrees, to the fullest extent possible under Florida law, to indemnify all other parties to this agreement, regardless of fault, for any injury or accident of any kind or for any reason whatsoever, that occurs as a result of the use of the airstrip by any party. Further, all parties waive any claim, to the fullest extent possible under Florida law,

for damages as a result of injury or damage of any kind whatsoever, resulting from the use of, or their proximity to, the airstrip. This includes, but is not limited to, personal injury and property damage.

8. All parties agree to comply with all local permits and regulations, including the special exception permit related to the development, use, and maintenance of the airstrip.

9. The easement and covenants set forth herein shall run in perpetuity and shall run with the land. They shall be binding upon any and all persons and entities, and their respective successors and assigns, and all benefits deriving therefrom shall accrue to the benefit of all persons and entities, their successors and assigns having or acquiring a right, title, or interest in all or any portion of the appurtenant parcels.

10. The easement and other rights granted herein are non-exclusive in nature. Each party, and its successors and assigns reserves all rights accruing from its ownership of its respective property, including the right to engage in or permit others to engage in all uses of the property not inconsistent with the purposes of this easement.

11. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

12. This Easement may be executed in separate counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

Signed, sealed and delivered in presence of:

[Signature]

Print Name: Jonathan Berkett

[Signature]

Print Name: Monica Swords

[Signature]

MARK ALMETER

[Signature]

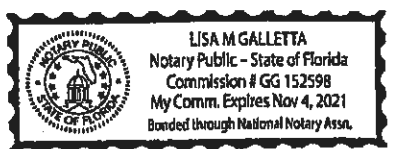
ANNA ALMETER

STATE OF Florida

COUNTY OF Indian River

SUBSCRIBED TO AND ACKNOWLEDGED, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, by Mark Almeter and Anna Almeter, who are [] personally known to me or [] who have produced FL D.L. as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of February, 2019.



[Signature]

Notary Public

Print Name: _____

My Commission Expires: _____

Signed, sealed and delivered in presence of:

Lisa M. Galletta

Print Name: Lisa M Galletta

[Signature]

Print Name: Jonathan Berkett

[Signature]

ALISTAIR PLANK

STATE OF Florida

COUNTY OF Indian River

SUBSCRIBED TO AND ACKNOWLEDGED, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, by ALISTAIR PLANK, who is [] personally known to me or [X] who have produced Florida Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of March, 2017, 2018



JANICE LEGER
MY COMMISSION # FF 224194
EXPIRES: June 6, 2019
Bonded Thru Budget Notary Services

[Signature]
Notary Public
Print Name: Janice Leger
My Commission Expires:

Signed, sealed and delivered in presence of:

[Signature]
Print Name: Joaquim J. da Silva Netto

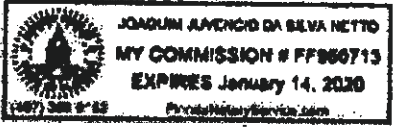
[Signature]
FEDERICO BUCSPUN
BIG SUR USA LLC

Print Name: _____

STATE OF Florida
COUNTY OF Palm Beach

SUBSCRIBED TO AND ACKNOWLEDGED, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, by **FEDERICO BUCSPUN**, who is personally known to me or [] who have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of MARCH, 2018



[Signature]
Notary Public
Print Name: JOAQUIM J. DA SILVA NETTO
My Commission Expires: FF 950713

EXHIBIT "A"

From the NE corner of Section 25, Township 33 South, Range 37 East; run North 89° 31' West a distance of 5400.00'; thence South 5225.81' to the Southeast corner of St. John's Drainage District, Unit No. 4, as recorded in Plat Book 7, Page 25, Indian River County, Florida Records;

Thence, continuing South 4386.92' to the POINT OF BEGINNING;
Thence, North 89° 20' 12" West a distance of 2808.98';
Thence, North 0° 15' East a distance of 620.61';
Thence, South 89° 20' 12" East a distance of 2806.26';
Thence, South 620.61' to the POINT OF BEGINNING.

Said property also described as Tract No. 13 of St. John's Drainage District, Unit #5, as recorded in Official Records Book 166, Page 262, of the Public Records of Indian River County, Florida.

Together with;

From the NE corner of Section 25, Township 33 South, Range 37 East; run North 89° 31' West a distance of 5400.00'; thence South 5225.81' to the Southeast corner of St. John's Drainage District, Unit No. 4, as recorded in Plat Book 7, Page 25, Indian River County, Florida Records;

Thence, continuing South 5048.06' to the POINT OF BEGINNING;
Thence, South 0° 8' West a distance of 2811.80';
Thence, North 0° 15' East a distance of 651.21';
Thence, South 89° 20' 12" East a distance of 2808.98';
Thence, South 661.14' to the POINT OF BEGINNING,
LESS AND EXCEPT the South 80' thereof.

Said property also described as Tract No. 15 of St. John's Drainage District, Unit #5, as recorded in Official Records Book 166, Page 262, of the Public Records of Indian River County, Florida.

EXHIBIT "B"

From the Northeast corner of Section 25, Township 33 South, Range 37 East, run North 89°31' West a distance of 5400.00 feet; thence South 5225.81 feet to the Southeast corner of St. Johns Drainage District, Unit No. 4, as recorded in Plat Book 7, Page 25, Indian River County, Florida records;

**thence, continuing South 4386.92 feet to the Point of Beginning;
thence North 89°20'12" West a distance of 2808.98 feet;
thence North 0°15' East a distance of 620.61 feet;
thence South 89°20'12" East a distance of 2806.26 feet;
thence South 620.61 feet to the Point of Beginning.**

Said property also described as Tract No. 13 of St. Johns Drainage District, Unit #5, as recorded in Official Record Book 166, Page 263, Public Records of Indian River County, Florida.

Parcel Identification Number: 33-37-35-00002-0130-00001/0

EXHIBIT "C"

LEGAL DESCRIPTION:

TRACT 14 OF "ST. JOHN'S DRAINAGE DISTRICT UNIT #5", LESS THE NORTH 20 FEET THEREOF AND TOGETHER WITH A PORTION OF TRACT 16 ALL OF "ST. JOHN'S DRAINAGE DISTRICT UNIT #5", AS RECORDED IN OFFICIAL RECORDS BOOK 166, PAGE 262 AND 263, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 14 OF SAID "ST. JOHN'S DRAINAGE DISTRICT UNIT #5", OFFICIAL RECORDS BOOK 166, PAGE 262 AND 263, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, RUN SOUTH 00°21'18" WEST ALONG THE WEST BOUNDARY LINE OF SAID "ST. JOHN'S DRAINAGE DISTRICT UNIT #5", A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 20.00 FEET OF SAID TRACT 14 AND POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN SOUTH 89°35'21" EAST ALONG SAID SOUTH LINE OF THE NORTH 20.00 FEET OF TRACT 14, A DISTANCE OF 2811.80 FEET TO THE EAST BOUNDARY LINE OF SAID TRACT 14; THENCE RUN SOUTH 00°02'04" WEST ALONG SAID EAST BOUNDARY LINE OF TRACT 14 AND AFORESAID TRACT 16, A DISTANCE OF 519.30 FEET TO A POINT BEING 19.62 FEET SOUTH 00°02'04" WEST OF THE SOUTHEAST CORNER OF SAID TRACT 14 AND NORTHEAST CORNER OF SAID TRACT 16; THENCE LEAVING SAID EAST BOUNDARY LINE OF TRACT 16, RUN NORTH 89°35'21" WEST THROUGH SAID TRACT 16 A DISTANCE OF 2815.27 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID TRACT 16, SAID POINT BEING 18.68 FEET SOUTH 00°21'18" WEST OF THE SOUTHWEST CORNER OF SAID TRACT 14 AND NORTHWEST CORNER OF TRACT 16; THENCE RUN NORTH 00°21'18" EAST ALONG SAID WEST BOUNDARY LINE OF TRACT 16 AND TRACT 14 A DISTANCE OF 622.15 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

(NOTE: THE ABOVE DESCRIBED LAND IS A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN "WARRANTY DEED" BY JACKSON BROTHERS GROVES, INC. TO VERO BEACH SKY RANCH, INC., DATED OCTOBER 13, 2004, IN OFFICIAL RECORDS BOOK 1789, PAGE 1237 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.)

EXHIBIT "D"

Tract 14 and 16 of St. John's Drainage District Unit #5, as recorded in Official Records Book 166, Pages 262 and 263, and more particularly described as follows:

From the Northeast corner of Section 25, Township 33 South, Range 37 East, run North 89 degrees 31'00" West along the North boundary of St. John's Drainage District, Unit #1, a distance of 5400.00 feet to the Northwest corner of said St. John's Drainage District, Unit #1, thence, South a distance of 5225.81 feet to the Northeast corner of St. John's Drainage District, Unit #5, thence, North 89 degrees 20'12" West along the boundary of St. John's Drainage District, Unit #5, a distance of 5579.80 feet to the Northwest corner of said St. John's Drainage District, Unit #5, thence South 00 degrees 30'00" West along the West boundary of St. John's Drainage District, Unit #5, a distance of 3766.31 feet to the Southwest corner of Tract 12, St. John's Drainage District, Unit #5, said point being the Point of Beginning. Thence South 89 degrees 20'12" East, a distance of 2806.26 feet to the Southwest corner of Tract 11, St. John's Drainage District, Unit #5, thence, South 00 degrees 15'00" West a distance of 1271.82 feet; thence North 89 degrees 08'00" West a distance of 2811.80 feet to a point; thence, North 00 degrees 30'00" East a distance of 1261.81 feet to the Point of Beginning.

LESS and except from the above described property the North 20 feet of said Tract 14.

LESS AND EXCEPT: (NOTE, THIS 40 ACRES BELOW IS THE PORTION OF LAND SURVEYED AND DESCRIBED IN WARRANTY DEED BETWEEN MAX COOMBS AND BIG SUR USA LLC, RECORDED APRIL 16, 2010 IN O.R. BOOK 2413, PAGES 424 AND 425, PUBLIC RECORDS OF INDIAN RIVER COUNTY)

TRACT 14 OF "ST. JOHN'S DRAINAGE DISTRICT UNIT #5", LESS THE NORTH 20 FEET THEREOF AND TOGETHER WITH A PORTION OF TRACT 16 ALL OF "ST. JOHN'S DRAINAGE DISTRICT UNIT #5", AS RECORDED IN OFFICIAL RECORDS BOOK 166, PAGE 262 AND 263, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 14 OF "ST. JOHN'S DRAINAGE DISTRICT UNIT #5" OFFICIAL RECORDS BOOK 166, PAGE 262 AND 263, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, RUN SOUTH 00DEG21'18" WEST ALONG THE WEST BOUNDARY LINE OF SAID "ST. JOHN'S DRAINAGE DISTRICT UNIT #5", A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 20.00 FEET OF SAID TRACT 14 AND THE POINT OF BEGINNING.
FROM SAID POINT OF BEGINNING RUN SOUTH 89DEG35'21" EAST ALONG SAID SOUTH LINE OF THE NORTH 20.00 FEET OF TRACT 14, A DISTANCE OF 2811.80 FEET TO THE EAST BOUNDARY LINE OF SAID TRACT 14; THENCE RUN SOUTH 00DEG02'04" WEST ALONG SAID EAST BOUNDARY LINE OF TRACT 14 AND AFORESAID TRACT 16, A DISTANCE OF 619.36 FEET TO A POINT BEING 19.62 FEET SOUTH 00DEG02'04" WEST OF THE SOUTHEAST CORNER OF SAID TRACT 14 AND NORTHEAST CORNER OF SAID TRACT 16; THENCE LEAVING SAID EAST BOUNDARY LINE OF TRACT 16, RUN NORTH 89DEG35'21" WEST THROUGH SAID TRACT 16 A DISTANCE OF 2815.27 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID TRACT 16, SAID POINT BEING 18.68 FEET SOUTH 00DEG21'18" WEST OF THE SOUTHWEST CORNER OF SAID TRACT 14 AND NORTHWEST CORNER OF TRACT 16; THENCE RUN NORTH 00DEG21'18" EAST ALONG SAID WEST BOUNDARY LINE OF TRACT 16 AND TRACT 14 A DISTANCE OF 622.15 FEET TO THE POINT OF BEGINNING.