GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Agreement") is entered into this 21st day of August, 2019 by and between MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, having a mailing address of C/O Roman Gastesi, Jr., 1100 Simonton Street, Room 2-205, Key West, FL 33040 (herein referred to as "Grantor"), and THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, d/b/a Keys Energy, a municipal utility, having a mailing address of 1001 James Street, Key West, FL 33040 ("KEYS" or "Grantee").

WHEREAS, Grantor is the owner of certain real property (the "Property") located on Cudjoe Key, in Monroe County, Florida, which property is legally described on Exhibit "A" hereto; and

WHEREAS, KEYS owns, operates, and/or intends to install and operate certain electrical facilities and appurtenances which are located or are to be located upon, over and/or under the Property (the "Infrastructure"); and

WHEREAS, the parties desire to enter into this Agreement in order to provide KEYS a non-exclusive perpetual easement over, in, under, and across the Property, together with a reasonable right of ingress and egress over said property.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and KEYS hereby agree as follows:

1. This Agreement shall become effective upon the date that Grantor executes this Agreement, after receipt of the Agreement signed by KEYS.
2. The foregoing recitals are true and correct and are incorporated herein by reference.
3. Grantor hereby grants to KEYS a perpetual easement under, over, across and upon the Property for public utility purposes.
4. KEYS shall have the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove, and inspect the Infrastructure and all appurtenances thereto and shall have full right of ingress and egress thereto and therefrom over and across the Property. Notwithstanding the foregoing, however, no existing structure (other than foliage or natural obstructions) shall be disturbed or removed without prior consent of Grantor.
5. Grantor shall furnish and maintain the Property free of and clear from any obstruction which would interfere with KEYS rights hereunder, and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with KEYS’ safe or proper installation, operation, maintenance, inspection, or removal of the Infrastructure. KEYS may remove any obstruction to the safe or proper
operation, maintenance, inspection, or removal of such infrastructure, provided that KEYS shall, except in the event of discovery of conditions which are reasonably likely to cause a dangerous condition or affect the continuous service provided by KEYS to its ratepayers, provide reasonable notice to Grantor prior to such removal.

6. KEYS shall have the right as necessary or desirable for the safe and proper installation, operation, maintenance, inspection, or removal of the infrastructure, or in order to provide reasonable access to the infrastructure, to cut and trim trees, bushes, brush, and other natural obstructions existing upon the Property in the vicinity of the infrastructure from time to time.

7. Grantor shall have the right to make any other use of the Property which does not interfere with the rights of KEYS hereunder.

8. Grantor shall bear the cost of any relocation or modification of any infrastructure when the relocation or modification is necessitated by Grantor’s request.

9. All covenants, stipulations, terms, conditions, and provisions of this Agreement shall extend to and be made binding upon the future owners of the above described Property and the successors and assigns of KEYS and Grantor as a covenant running with the land. This Agreement shall be recorded by Grantor at Grantor’s expense in the Official Records of Monroe County within thirty (30) days of execution, and Grantor shall provide proof of such recording to KEYS within forty-five (45) days of execution.

10. Grantor warrants that it has full power and authority to grant this easement, and that the signatory hereon has full power to bind Grantor for the purposes set forth herein.

11. This Agreement shall be governed by and interpreted under the laws of the State of Florida, notwithstanding any choice of law principles. Any litigation brought on the basis of this Agreement shall be brought and held in Key West, Monroe County, Florida.

12. In the event of litigation between the parties, their successors and/or assigns, arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorney’s fees, including attorney’s fees incurred in any appeals.

13. This Agreement sets forth all of the covenants and understandings between Grantor and KEYS. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and duly executed by both parties.

[Remainder of Page Intentionally Blank. Signature Page to Follow.]
IN WITNESS WHEREOF, the Grantor has hereunto set his/her/its hand and seal this ___ day of ________ 201__.

WITNESS

Print Name: _____________________________

Print Name: _____________________________

Print Name: _____________________________

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ___ day of ___ 201__, by ______________________, who is personally known to me/has produced __________________ as identification.

COUNTERSIGNED

Date: 7/28/17

ATTEST:

Edee Delph
Executive Staff Assistant to the GM & Utility Board

Approved as to form and legal sufficiency by Nick Batty, Esq., Director of Legal and Regulatory Services

THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, D/B/A KEYS ENERGY SERVICES

Print Name: Lynne Tejada
Title: General Manager

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM

Date: 1/25/19

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Lot(s) 5, 6 and 7, Block 8, Cutthroat Harbor Estates, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 165, of the Public Records of Monroe County, Florida.

Parcel Identification Number: 00178320-000000
Parcel Identification Number: 00178330-000000
Parcel Identification Number: 00178340-000000