

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Bryan Hawks, Esq.
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040

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Deed Doc Stamp \$0.70
Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

GRANT OF NON-EXCLUSIVE PARKING EASEMENT AGREEMENT

THIS GRANT OF NON-EXCLUSIVE PARKING EASEMENT AGREEMENT (the "Agreement") is entered into this 7th day of January, 2020, by and between KEY WEST 2016, LLC, a Delaware limited liability company, with a business mailing address at 200 Spectrum Center Drive, 21st Floor, Irvine, California, 92618 (the "Grantor"), and OCEANSIDE RESIDENTIAL CONDOMINIUM ASSOCIATION, INC. a not-for-profit Florida corporation, with a business mailing address at 305 Whitehead Street, Key West, Florida, 33040 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the real property more particularly described and outlined in Exhibit A attached hereto and made a part hereof (the "Easement Area");

WHEREAS, Grantee is the entity responsible for the operation of a residential condominium pursuant to that certain Declaration of Condominium of Oceanside Residential Condominium recorded in the Official Records Book 1924, Page 439 of the Public Records of Monroe County, Florida (as amended, the "Declaration"); and

WHEREAS, Grantor and Grantee desire to grant unto the Grantee and Owners (as defined in the Declaration) a non-exclusive right to use up to eight (8) parking spaces in the Easement Area, reserving unto itself, its successors and assigns, the full use and benefit of the Easement Area not inconsistent with this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars, the receipt and adequacy of which are hereby acknowledged, and for other good and valuable consideration as set forth below, the parties do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct in every respect and are incorporated herein and made a part of this Agreement.
2. Grant of Non-Exclusive Easements. The Grantor hereby (a) reserves unto itself and its assigns all rights and benefits to the Easement Area not inconsistent with this Agreement and (b) grants and conveys to the Grantee and any Owner, a non-exclusive perpetual easement

over, across and through the Easement Area for the purpose of parking for up to eight (8) Vehicles (as hereinafter defined) in the Easement Area. "Vehicles" shall mean automobiles and non-commercial trucks, and shall not include any commercial type vehicles or mobile homes. The easement granted herein shall be subject to the following conditions and restrictions:

- (a) The Grantee by its acceptance of the easements set forth herein, hereby acknowledges and agrees that the Grantor may, in its sole discretion relocate the Easement Area at any time, provided the relocated easement area accommodates at least eight (8) Vehicles and is located on property owned by Grantor in reasonable proximity to the Easement Area.
- (b) The Grantor expressly reserves, retains and shall continue to enjoy the use of the Easement Area for any and all purposes which do not in any way materially interfere with, or prevent the use of, the Easement Area by the Grantee or Owners.
- (c) Grantee and Owners shall not violate any restrictions, rules or regulations which may govern the Easement Area.
- (d) Grantor shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the parking areas or Easement Area. Grantor does not promise safety or security of persons or property on the Easement Area, and Grantor has no duty of safety or security of same under any circumstances.
- (e) There shall not be any servicing or repairing of any Vehicles on the Easement Area by Grantee or Owners.

3. Running and Benefits and Burdens. All provisions of this Agreement shall run with the land and be binding upon the respective assigns, successors, lessees and licensees of the Grantee as the owner of the property described in the Declaration and the Grantor as the owner of the Easement Area.

4. Maintenance. Grantor shall keep and maintain the Easement Area in good order and free from debris, except during such times as it is being repaired during which time Grantor shall use reasonable efforts to minimize the interference of Grantee's use of the Easement Area. Grantor shall be entitled to erect automated gates or similar security measures at vehicular entrances to the Easement Area, which gate allows access to designated individuals utilizing the Easement Area for the purposes set forth herein, and to remove any and all vehicles that do not strictly comply with the terms of this Agreement at the vehicle owner's expense.

5. No Liability. Neither the Grantor nor its successors or assigns assumes or shall have any liability or responsibility to any party whomsoever using the Easement Area, including, but not limited to, the Grantee and any Owner (or its invitee or tenant) or any other persons who enter upon the Easement Area with or without the consent of the Grantee.

6. No Liens. The Grantee covenants and agrees with the Grantor that it shall not do, or permit anything to be done which establishes or creates, or purports to create, a lien or encumbrance of any nature against the lands owned by the Grantor, including, but not limited to, the creation of liens against all or any portion of the Easement Area.

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

8. Indemnity. Except to the extent resulting from the gross negligence or willful misconduct of Grantor, Grantee and Owners hereby specifically waive any claims or causes of action which Grantee and Owners may otherwise possess or acquire against Grantor, its agents, affiliates, employees, invitees and contractors, and releases such parties from any liability with respect to any loss or damage to Grantee or Owners or any personal property. Grantor shall have no liability whatsoever for any property damage or personal injury which might occur as a result of, or in connection with, the use of the Easement Area by Grantee, Owners, their agents, affiliates, employees, invitees and contractors. Further, Grantee shall be liable to Grantor for any damage caused by Grantee, Owners, its agents, affiliates, employees, invitees and contractors to the Easement Area and any equipment, fixtures and improvements thereon. Grantee and Owners hereby agree to indemnify and hold Grantor harmless from and against any and all liabilities, claims, fines, damages, actions, costs, and expenses of any kind or nature whatsoever (including reasonable fees of attorneys) which Grantor may incur in connection with or arising out of Grantee's, Owners' and their agents', affiliates', employees', invitees' and contractors' use of the Easement Area.

9. Further Assurances. Grantor and Grantee agree to execute any documents or instruments required by any mortgagee, governmental or quasi-governmental entity to make the Easements granted hereby more effective for the purposes intended.

10. Casualty and Condemnation. The parties shall cooperate and act in good faith to deal constructively with any casualty or condemnation on the Easement Area.

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

12. Governing Law; No Venture: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in the Monroe County. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the parties.

13. Termination or Amendment of Easement. The easement granted hereunder, and any covenant, restriction or undertaking contained herein, may not be terminated or amended except by the recording of an appropriate document in the Public Records of Monroe County, Florida executed by the parties hereto or their respective successors and assigns.

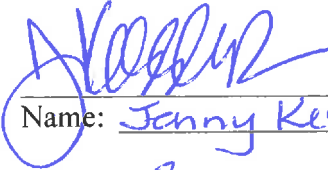
14. Severability. Inapplicability or unenforceability of any portion of this Agreement or any instrument executed and delivered pursuant thereto shall not limit or impair the operation or validity of any other provision of this Agreement or any such other instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

KEY WEST 2016, LLC, a Delaware limited liability company


Name: Jenny Kessler

By: 
Name: Bryan A. Giglio
Title: CFO


Name: Cole Needham

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020 by _____, as _____ of KEY WEST 2016, LLC, a Delaware limited liability company by means of physical presence or online notarization who is () personally known to me or () produced _____ as identification on behalf of the company.

see attached

Notary Public
Print Name _____
My Commission Expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

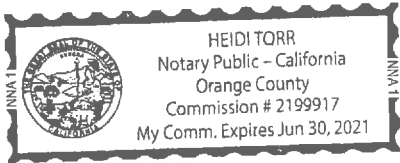
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)
On 1/8/20 before me, HEIDI TORR, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared BRYAN A. GIGLIA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signed, sealed and delivered
in the presence of:

Keely A. Giovanni
Name: KEELY A. GIOVANNI

Connie Christian
Name: Connie Christian

GRANTEE:

OCEANSIDE RESIDENTIAL
CONDOMINIUM ASSOCIATION, INC., a
Florida not-for-profit corporation

By: William Glass
Name: William Glass
Title: President

STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 7th day of January,
2020 by WILLIAM GLASS as President of OCEANSIDE RESIDENTIAL
CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation by means of
physical presence or online notarization who is () personally known to me or () produced
as identification on behalf of the corporation.

Suzanne M Egle
Notary Public
Print Name SUZANNE M EGLE
My Commission Expires 3/5/23

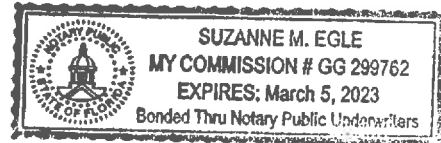


EXHIBIT A

Easement Area

ON THE ISLAND KNOWN AS STOCK ISLAND AND DESCRIBED ACCORDING TO GEORGE MCDONALD'S PLAT OF A PART OF SAID STOCK ISLAND, RECORDED IN PLAT BOOK ONE (1), PAGE 55, MONROE COUNTY, FLORIDA PUBLIC RECORDS, AS FOLLOWS:

LOTS ONE (1) AND TWO (2) IN BLOCK SIXTY ONE (61), TOGETHER WITH A PARCEL OF SUBMERGED LAND IN THE STRAITS OF FLORIDA, SECTION 36, TOWNSHIP 67 SOUTH, RANGE 25 EAST LOCATED SOUTHERLY OF AND ADJACENT TO LOTS 1 AND 2, BLOCK 61, AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SHORELINE OF STOCK ISLAND AND THE WEST LINE OF SAID LOT 1, BLOCK 61 ACCORDING TO SAID PLAT OF STOCK ISLAND; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1, BLOCK 61 (EXTENDED) A DISTANCE OF 435 FEET TO A POINT; THENCE EAST A DISTANCE OF 200 FEET TO A POINT IN THE EAST LINE OF SAID LOT 2, BLOCK 61 (EXTENDED); THENCE NORTH ALONG THE EAST LINE OF LOT 2, BLOCK 61 (EXTENDED) A DISTANCE OF 475 FEET, MORE OR LESS TO A POINT IN THE SOUTHERLY SHORELINE OF STOCK ISLAND; THENCE WESTERLY ALONG THE MEANDERS OF SAID SOUTHERLY SHORELINE A DISTANCE OF 210 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

AND

LOT 3, IN BLOCK 61, OF STOCK ISLAND AS SHOWN ON PLAT OF SAID STOCK ISLAND MADE BY GEORGE L. MCDONALD AND RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

