

This instrument was prepared
by and return to:
Bryan Hawks, Esq.
Smith Hawks, PL
138 Simonton Street
Key West, Florida 33040

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

SECOND AMENDMENT TO NON-EXCLUSIVE EASEMENT

THIS SECOND AMENDMENT TO NON-EXCLUSIVE EASEMENT (“Second Amendment”) made this 7th day of January, 2020, by KEY WEST 2016, LLC, a Delaware limited liability company (“Grantor”) in favor of OCEANSIDE RESIDENTIAL CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the “Grantee”).

WITNESSETH:

WHEREAS, Grantor’s predecessor in fee ownership and Grantee entered into that the Grant of Non-Exclusive Easement as recorded in Official Records Book 1769, Page 1151 of the Public Records of Monroe County, Florida (the “Original Easement Agreement”) which was amended by the Amendment to Non-Exclusive Easement recorded in Official Records Book 2834, Page 2001 of the Public Records of Monroe County, Florida (the “Amendment”, and with the Original Easement Agreement, collectively, the “Easement Agreement”); and

WHEREAS, under Paragraph 3 of the Easement Agreement, Grantor has the unilateral right, from time to time, to add, withdraw and relocate all or any portion of the easement area as described in Exhibit A of the Easement Agreement; and

WHEREAS, the parties desire to amend the Easement Agreement to reflect that notwithstanding Grantor’s relocation rights set forth in Paragraph 3 of the Easement Agreement, the access/connection areas from the easement area located on the Servient Property to the Residential Condominium as outlined, cross-hatched and reflected on **Schedule A** attached hereto (collectively, the “Connection Points”), shall not be relocated by Grantor without the prior written consent of Grantee.

NOW, THEREFORE, for and in consideration of Ten and 00/100 (10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. General Provisions. All defined terms in this Second Amendment shall have the same meaning as in the Easement Agreement, except if otherwise noted. Except as amended and modified by this Second Amendment, all of the terms, covenants, conditions, and agreements of the Easement Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Easement Agreement and the provisions of this Second Amendment, this Second Amendment shall control.

3. Amendment to Paragraph 3 of the Easement Agreement. Paragraph 3 of the Easement Agreement is hereby deleted in its entirety and replaced with the following:

“Grantor does hereby reserve and shall have the right, from time to time, to add, withdraw and relocate all or any portion of the easement area granted herein or the Servient Property, as same may exist from time to time; provided, however, Grantee shall at all times have reasonably adequate pedestrian and vehicular ingress and egress to and from the Proposed Condominium Property and Maloney Avenue and reasonable utility connections and operations for the Proposed Condominium Property. In any event, any change in the Servient Property shall not materially and adversely affect the rights granted herein. Notwithstanding the foregoing, the access/connection areas from the easement area located on the Servient Property to the Proposed Condominium Property as outlined, cross-hatched and reflected on **Exhibit A** attached hereto shall not be relocated by Grantor without the prior written consent of Grantee.”

4. Amendment to Exhibit A of the Easement Agreement. Exhibit A of the Easement Agreement is hereby amended to include **Schedule A** attached hereto so that the Connection Points are reflected in the Easement Agreement.



5. Counterparts. This Second Amendment 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.

6. Termination or Amendment. The Easement Agreement and this Second Amendment 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.


IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date above.

WITNESS:

GRANTOR:


Name: Jenny Kessler

Name: Cole Needham

KEY WEST 2016, LLC, a Delaware limited liability company

By: 
Name: Bryan A. Giglia
Title: CFO

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

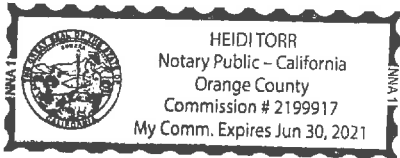
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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. BIGLIA
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: _____

WITNESS:

GRANTEE:

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

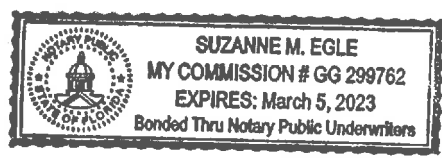
Keely A. Giovanni
Name:

[Signature]
Name

By: W. Glass
Name: William Glass
Title: Board President

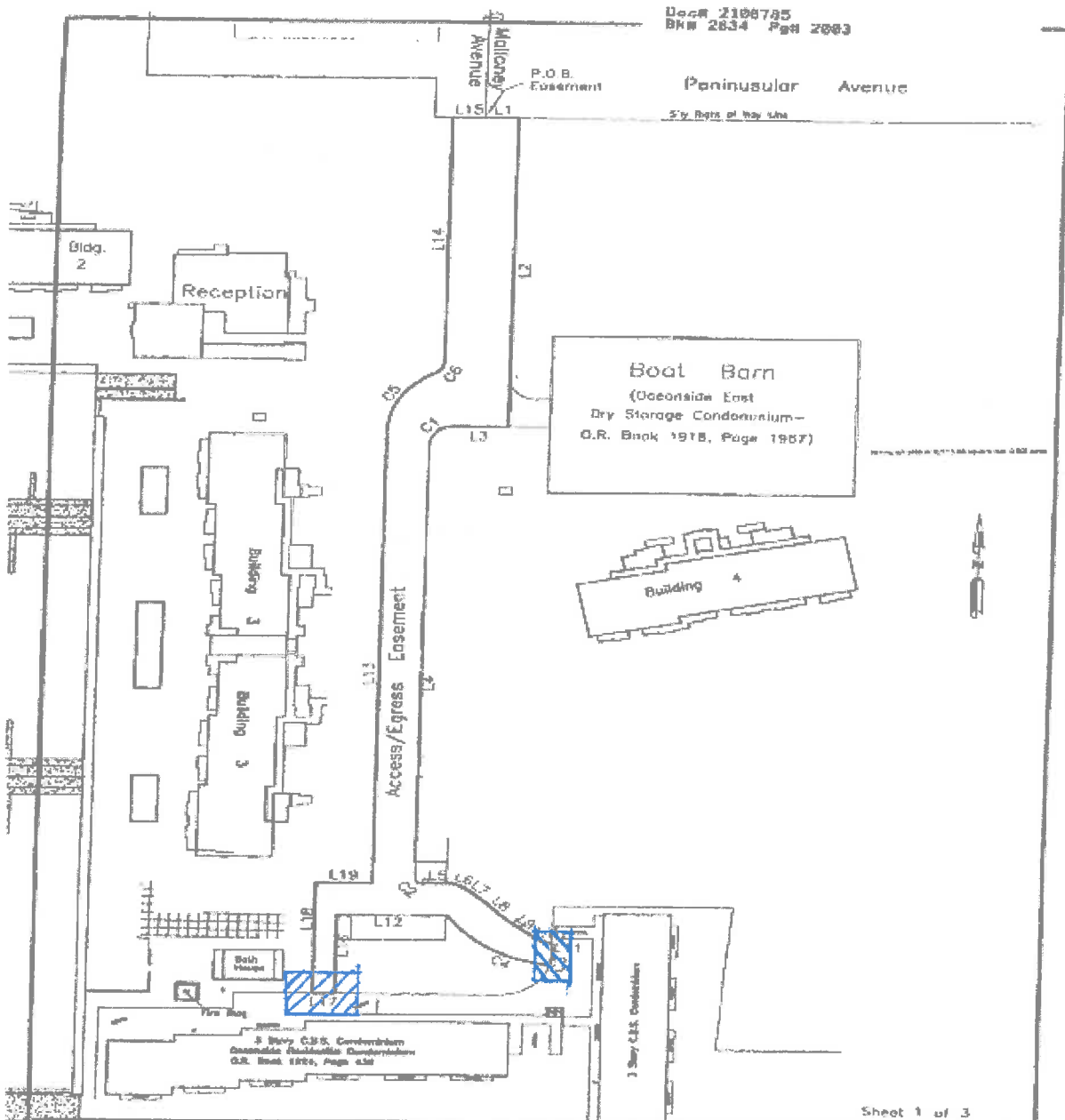
STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 7th day of January, 2020 by WILLIAM GLASS as Board 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. Eggle
Notary Public
Print Name Suzanne M. EGLE
My Commission Expires 3/5/23

SCHEDULE A



Oceanside Investors, LLC Key West Bight, Key West, Florida 33040			
Sketch to accompany Legal Description		Dwn. No 16-406	
Scale: 1" = 80'	Ref. 7/16	Flood Panel No. 1528k	Dwn. by FHM
Date: 1/5/17			
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ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

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