

## ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum to the Purchase and Sale Agreement (this "Addendum") is made and entered into by and between the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA d/b/a KEYS ENERGY SERVICES ("KEYS") and the CITY OF KEY WEST, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("City") (KEYS and City are referred to in this Addendum as the "Parties"). This Addendum is effective (the "Effective Date") on the last date on which KEYS and City execute this Addendum, as reflected on the signature page below.

### RECITALS:

On June 28, 2017, KEYS and City entered into a Purchase and Sale Agreement ("Agreement"), for the acquisition by the City of certain real property owned by KEYS located in Monroe County, Florida, and more particularly described in the Agreement (the "Property").

After executing the Agreement, and pursuant to paragraph 3(b) of the Agreement, the City obtained a survey of the Property and discovered two potential problems. First, a building formerly used by KEYS in connection with the Property encroaches into the right-of-way for Fort Street between Angela Street and Geraldine Street in the City of Key West Florida (the "Right-of-Way"). Second, the buildings on the Property consume so much of the Property that there is no practical access to the eastern side of the Property without entering adjacent property owned by KEYS.

To resolve these issues, the City has requested and KEYS has agreed to the following:

(a) KEYS makes no claim to ownership of the Right-of-Way, and to provide certainty for title purposes KEYS will disclaim any ownership interest in the Right-of-Way, and

(b) KEYS will grant the City an easement over and across a strip of property to provide the City with practical access to the Property.

The purpose of this Addendum is to reflect the agreement of the Parties with regard to the resolution of these issues raised by the City.

### AGREEMENT:

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby represent, warrant, covenant and agree as follows:

1. **Recitals.** The statements set forth in the Recitals above are incorporated herein.
2. **Disclaimer of Fort Street Right-of-Way.** KEYS will execute and deliver the Disclaimer attached hereto as Exhibit "A" to be recorded in the Public Records of Monroe County, Florida as a part of the Closing. The City makes no claim against KEYS for its prior use of the Right-of-Way or

the one story building thereon and waives any claim it may have for compensation associated with such use. Except for utility poles, lines and related equipment, which shall remain in place as now exists, City agrees that KEYS shall have no responsibility for demolition or otherwise associated with the Right-of-Way or any building or improvement encroaching or existing thereon.

3. **Easement.** The Parties will execute and deliver the Easement Agreement (the “Easement Agreement”) attached hereto as Exhibit “B” to provide the City with access across the property described in the Easement Agreement (the “Easement Area”). The Easement Agreement will be recorded in the Public Records of Monroe County as a part of the Closing.

4. **No Representations or Warranties.** KEYS makes no representations or warranties of any kind with regard to the Right-of-Way or the Easement Area.

5. **New Closing Deadline.** The Parties agree that the closing of the transaction contemplated in the Agreement shall be extended such that it will now be held within twenty (20) days from the Effective Date of this Addendum.

6. **Original Agreement in Full Force and Effect.** The Agreement shall remain in full force and effect, except as modified by this Addendum. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. Capitalized terms used but not defined herein shall have the same meaning as in the Agreement.

7. **Radon Gas Disclosure.** The following notification regarding radon gas is hereby made, and all parties executing this Agreement acknowledge receipt of this notification:  
Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

8. **Counterparts.** This Addendum may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed on the day and year indicated below.

**“KEYS”**

**UTILITY BOARD OF CITY OF KEY WEST,  
FLORIDA d/b/a Keys Energy Services**

By: \_\_\_\_\_  
**Peter Batty, Chairman**

Date: \_\_\_\_\_

**“CITY”**

**CITY OF KEY WEST, FLORIDA**

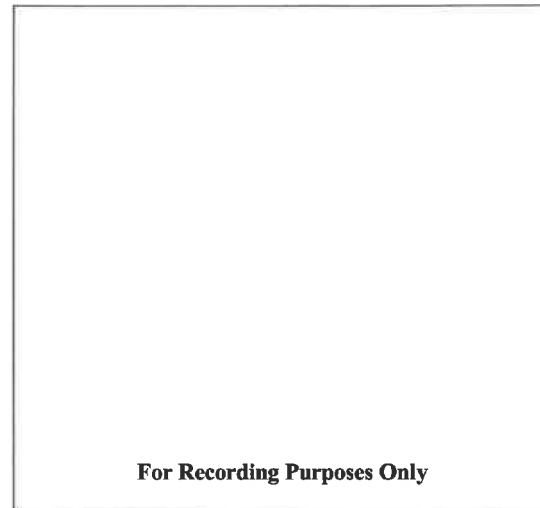
By: \_\_\_\_\_  
**Jim K. Scholl,  
City Manager of the City of Key West, Florida**

Date: \_\_\_\_\_

EXHIBIT "A"  
TO ADDENDUM  
FORM OF DISCLAIMER

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Daniel L. DeCubellis  
**CARLTON FIELDS JORDEN BURT, P.A.**  
450 S. Orange Avenue, Suite 500  
Orlando, Florida 32801  
(407) 849-0300



**For Recording Purposes Only**

**DISCLAIMER OF FORT STREET RIGHT-OF-WAY**

THIS DISCLAIMER, executed as of the \_\_\_ day of \_\_\_\_\_, 2017 by the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA d/b/a KEYS ENERGY SERVICES (“KEYS”), having an address at 1001 James Street, Key West, Florida 33040, for the benefit of the CITY OF KEY WEST, FLORIDA, a municipal corporation under the laws of the State of Florida (“City”), having an address at 1300 White Street, Key West, Florida 33040.

A building formerly used by KEYS in connection with its operations on adjacent lands encroaches into the right-of-way for Fort Street between Angela Street and Geraldine Street in the City of Key West Florida (the “Right-of-Way”). The City claims ownership of the Right-of-Way, and KEYS does not dispute the City’s ownership of the Right-of-Way. Further, KEYS hereby disclaims any ownership interest in the fee title to the Right-of-Way.

Notwithstanding the foregoing, KEYS does claim ownership of utility poles and related equipment that may be in the Right-of-Way and does not disclaim ownership of any such utility installations or the right to maintain or place utility improvements or equipment in the Right-of-Way pursuant to any easement or other rights in favor of KEYS.

IN WITNESS WHEREOF, KEYS has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**UTILITY BOARD OF THE CITY OF KEY  
WEST, FLORIDA d/b/a Keys Energy  
Services**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
**Peter Batty, as Chairman**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Peter Batty**, as the Chairman of the Utility Board of the City of Key West, Florida d/b/a Keys Energy Services, on behalf of the Utility Board.

AFFIX NOTARY STAMP

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

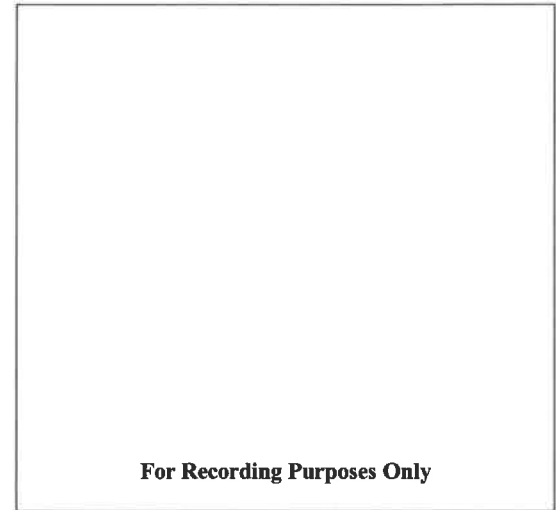
Type of Identification Produced

\_\_\_\_\_

EXHIBIT “B”  
TO ADDENDUM  
FORM OF EASEMENT AGREEMENT

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Daniel L. DeCubellis  
**CARLTON FIELDS JORDEN BURT, P.A.**  
450 S. Orange Avenue, Suite 500  
Orlando, Florida 32801  
(407) 849-0300



**INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT**

**THIS INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT** (this “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”) by and between the **UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA** d/b/a **KEYS ENERGY SERVICES (“KEYS”)**, having an address at 1001 James Street, Key West, Florida 33040, and the **CITY OF KEY WEST, FLORIDA**, a municipal corporation under the laws of the State of Florida (“City”), with an address of 1300 White Street, Key West, Florida 33040.

**RECITALS:**

On June 28, 2017, **KEYS** and City entered into a Purchase and Sale Agreement (“Contract”), for the acquisition by the City of certain real property owned by **KEYS** located in Monroe County, Florida, and more particularly described on attached Exhibit “A” (the “Property”).

After executing the Contract the City obtained a survey of the Property. The survey showed that the buildings on the Property consume so much of the Property that there is no practical access to the eastern side of the Property without entering adjacent property owned by **KEYS**.

To resolve this issue and pursuant to an Addendum to Purchase and Sale Agreement between the City and **KEYS** dated \_\_\_\_\_ (“Addendum”), **KEYS** has agreed to grant the City an easement (the “Easement”) over and across a strip of land adjacent to the Property described and depicted on attached Exhibit “B” (the “Easement Area”) to provide the City with practical access to the Property, subject to the terms and conditions of this Agreement. The Easement shall be limited in duration to (i) the period of time that the City owns the Property, and (ii) the period of time that the Easement is reasonably needed to access the Property.

**AGREEMENT:**

In consideration of the of the promises, agreements of the parties as set forth in the Contract and the Addendum, and other good and valuable consideration, the receipt and sufficiency of which



is hereby acknowledged by the parties, it is mutually covenanted and agreed by the parties hereto as follows:

1. **Recitals.** The parties acknowledge that the Recitals set forth above are true and correct and are hereby incorporated by reference into the body of this Agreement.
2. **Grant of Easement.** KEYS hereby grants to the City a non-exclusive easement over, across, through and under the Easement Area for (i) ingress and egress over the Easement Area to access the Property; (ii) utilities serving the Property; (iii) construction, reconstruction, repair, replacement and improvement of the improvements on the Property or the utilities serving the Property; and (iv) the right of police and fire departments and other public services to enter upon Easement Area for purposes of providing their respective services. The City acknowledges that KEYS has taken no action to verify its ownership of the Easement Area and that KEYS makes no warranties of any kind, including, without limitation, any warranty of title regarding the grant of easement rights set forth in this Agreement. KEYS makes the grant of the easement rights in this Agreement based on whatever rights it has in the Easement Area, if any.
3. **Easement Does Not Run With the Land/Termination Based on Need.** This Agreement is for the City only and shall not run with the land. Upon any conveyance of all or any portion of the Property by the City, the easement rights granted by this Agreement will terminate automatically. In addition, the parties acknowledge that this Agreement is made to provide the City with practical access to the buildings and related improvements on the Property. In the event that (i) all of the buildings existing on the Property are demolished, or (ii) some of the buildings on the Property are demolished or altered such that the City will have reasonable and practical access to the Property or any improvements remaining thereon from a publicly dedicated right-of-way, then the easement rights granted by this Agreement shall terminate upon request by KEYS and in such event the City and Keys agree to execute and deliver a document acknowledging the termination of this Agreement that may be recorded in the public records of Monroe County, Florida.
4. **Non-Exclusive.** KEYS may use the Easement Area for any purpose provided such purpose does not create an unreasonable interference with the use and enjoyment by the City of the easement rights granted herein. Notwithstanding the foregoing, neither party may make any improvements or modifications to the Easement Area without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
5. **Maintenance and Responsibility of Easement Area.** City shall have the sole responsibility for and to maintain, at its expense, the Easement Area, including any landscaping. KEYS shall have no responsibility for maintaining the Easement Area.
6. **Public Dedication.** Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area.
7. **No Common Ownership.** Notwithstanding anything set forth herein expressly or implied to the contrary, the parties hereto expressly negate any construction of this Agreement which implies

the joint or common ownership of the Easement Area or which implies the creation, establishment or existence of any partnership, joint venture or other scheme of common ownership or common operation of the Easement Area.

*[SIGNATURE PAGES TO FOLLOW]*

IN WITNESS WHEREOF, KEYS has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**“KEYS”**

**UTILITY BOARD OF THE CITY OF KEY  
WEST, FLORIDA**  
d/b/a Keys Energy Services

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
**Peter Batty, Chairman**

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2017, by Peter Batty, as the Chairman of the Utility Board of the City of Key West, Florida, on behalf of the Utility Board.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced

\_\_\_\_\_

AFFIX NOTARY STAMP

IN WITNESS WHEREOF, CITY has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

“CITY”

**CITY OF KEY WEST, FLORIDA,**  
a municipal corporation under the laws of the  
State of Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
**Jim K. Scholl, City Manager**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2017, by Jim K. Scholl, as the City Manager of the City of Key West, Florida, on behalf of the city.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced

\_\_\_\_\_

AFFIX NOTARY STAMP

**EXHIBIT “A” TO EASEMENT AGREEMENT**  
**Legal Description of Property**

**SKETCH & DESCRIPTION**  
**PORTIONS OF SUBDIVISIONS FIFTEEN (15) AND SIXTEEN (16)**

SQUARE 3, TRACT 3

DIAGRAM OF THOMAS J. ASHE'S SUBDIVISION RECORDED IN DEED BOOK "I", PAGE 77 M.C.P.R.

**LAND DESCRIPTION:**

PORTION OF SUBDIVISIONS FIFTEEN (15) AND SIXTEEN (16), IN SQUARE THREE (3) OF TRACT THREE (3), ACCORDING TO THE DIAGRAM OF THOMAS J. ASHE'S SUBDIVISION RECORDED IN DEED BOOK "I", PAGE 77 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SUBDIVISION FIFTEEN (15); THENCE N 55°59'44" E ALONG THE NORTH LINE OF SAID SUBDIVISION FIFTEEN (15) ALSO BEING THE SOUTHEAST RIGHT-OF-WAY LINE OF ANGELA STREET, A DISTANCE OF 14.07 FEET; THENCE S 33°47'03" E, 174.00 FEET TO THE SOUTH LINE OF SAID SUBDIVISION SIXTEEN (16) ALSO BEING THE NORTHWEST RIGHT-OF-WAY LINE OF GERALDINE STREET; THENCE S 55°59'44" W ALONG THE SOUTH LINE OF SAID SUBDIVISION SIXTEEN (16) AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 13.55 FEET TO THE WEST LINE OF SAID SUBDIVISION SIXTEEN (16); THENCE N 33°57'17" W ALONG THE WEST LINE OF SAID SUBDIVISIONS SIXTEEN (16) AND FIFTEEN (15) ALSO BEING THE EAST LINE OF SUBDIVISIONS 19, 21 AND 21, A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF KEY WEST, MONROE COUNTY, FLORIDA AND CONTAINING 2,404 SQUARE FEET (0.055 ACRES) MORE OR LESS.

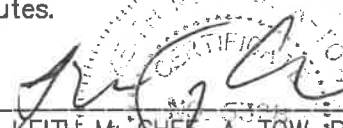
**SURVEYOR'S NOTES:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the west line of Subdivisions 15 & 16 having a bearing of N 33°57'17" W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: F.B. = Field Book; L.B. = Licensed Business; M.C.P.R. = Monroe County Public Records; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; R/W = Right-of-Way.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 8-24-2017

  
 KEITH M. SHEA-A-TOW, P.L.S.  
 Florida Registration No. 5328  
 AVIROM & ASSOCIATES, INC.  
 L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 & 2

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| <b>REVISIONS</b><br><br><br><br><br><br> |  | <b>AVIROM &amp; ASSOCIATES, INC.</b><br><b>SURVEYING &amp; MAPPING</b><br>50 S.W. 2ND AVENUE, SUITE 102<br>BOCA RATON, FLORIDA 33432<br>TEL. (561) 392-2594, FAX (561) 394-7125<br>www.AVIROM-SURVEY.com<br><small>©2017 AVIROM &amp; ASSOCIATES, INC. all rights reserved.<br/>         This sketch is the property of AVIROM &amp; ASSOCIATES, INC.<br/>         and should not be reproduced or copied without written permission.</small> | <b>JOB #:</b> 10174-2 S&D<br><b>SCALE:</b> 1" = 40'<br><b>DATE:</b> 08/24/2017<br><b>BY:</b> S.A.M.<br><b>CHECKED:</b> K.M.C.<br><b>F.B.</b> 1792 <b>PG.</b> 37 - 38<br><b>SHEET</b> 1 OF 2 |
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**EXHIBIT “B” TO EASEMENT AGREEMENT**  
**LEGAL DESCRIPTION AND SKETCH OF**  
**EASEMENT AREA**

**SKETCH & DESCRIPTION  
PORTIONS OF SUBDIVISIONS FIFTEEN (15) AND SIXTEEN (16)**

SQUARE 3, TRACT 3

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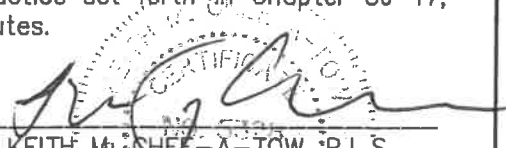
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6. Abbreviation Legend: F.B. = Field Book; L.B. = Licensed Business; M.C.P.R. = Monroe County Public Records; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; R/W = Right-of-Way.


**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 8-24-2017

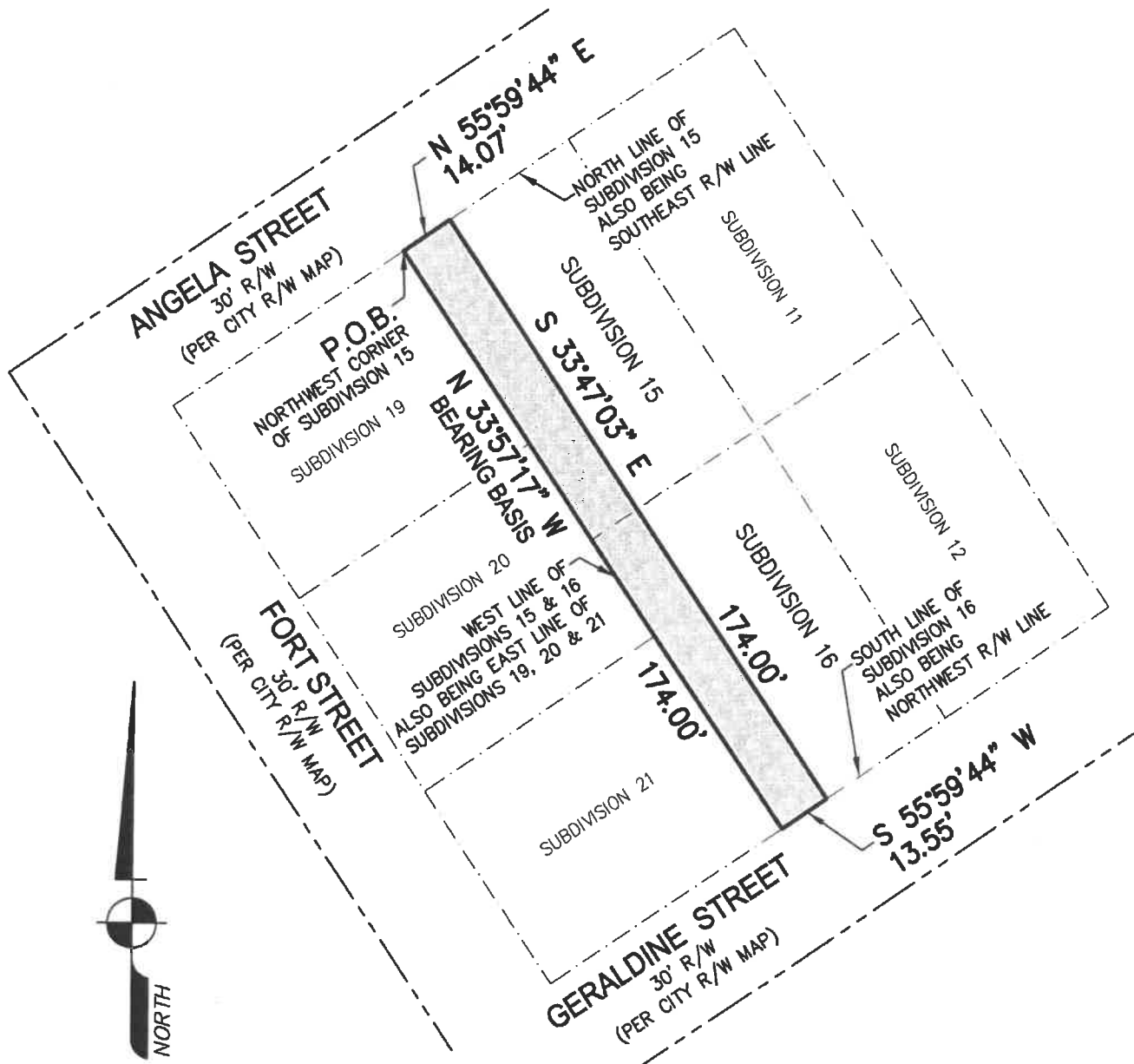
  
 KEITH M. ASHE - A - TOW, P.L.S.  
 Florida Registration No. 5328  
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 L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 & 2

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| <b>REVISIONS</b><br><br><br><br><br><br> |  | <b>AVIROM &amp; ASSOCIATES, INC.</b><br><b>SURVEYING &amp; MAPPING</b><br>50 S.W. 2ND AVENUE, SUITE 102<br>BOCA RATON, FLORIDA 33432<br>TEL. (561) 392-2594, FAX (561) 394-7125<br>www.AVIROM-SURVEY.com<br><small>©2017 AVIROM &amp; ASSOCIATES, INC. all rights reserved.<br/>         This sketch is the property of AVIROM &amp; ASSOCIATES, INC.<br/>         and should not be reproduced or copied without written permission.</small> | <b>JOB #:</b> 10174-2 S&D<br><b>SCALE:</b> 1" = 40'<br><b>DATE:</b> 08/24/2017<br><b>BY:</b> S.A.M.<br><b>CHECKED:</b> K.M.C.<br><b>F.B.</b> 1792 <b>PG.</b> 37 - 38<br><b>SHEET</b> 1 OF 2 |
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**SKETCH & DESCRIPTION**  
**PORTIONS OF SUBDIVISIONS FIFTEEN (15) AND SIXTEEN (16)**  
 SQUARE 3, TRACT 3  
 DIAGRAM OF THOMAS J. ASHE'S SUBDIVISION RECORDED IN DEED BOOK "I", PAGE 77 M.C.P.R.



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| JOB #:   | 10174-2 S&D      |
| SCALE:   | 1" = 40'         |
| DATE:    | 08/24/2017       |
| BY:      | S.A.M.           |
| CHECKED: | K.M.C.           |
| F.B.     | 1792 PG. 37 - 38 |
| SHEET    | 2 OF 2           |