

Key Largo Ocean Resort Electrical Plan Agreement

Key Largo Ocean Resort Condominium Association (KLOR) and Florida Keys Electric Cooperative Association, Inc. (FKEC) agree to the following conditions relating to the electrical service to the Key Largo Ocean Resort property:

The Key Largo Ocean Resort Master Electrical Plan Drawing ("Plan") attached hereto, shall be followed for installation of all new FKEC facilities. Deviations from the plan may be made to accommodate unforeseen safety problems, unknown underground obstructions or inadvertent design errors, in the sole discretion of FKEC. The Plan includes 295 electric meters. All cost calculations are based on this Plan. Any substantial deviations from this plan at the request of KLOR may increase the cost of this project. KLOR shall be responsible these cost.

The only FKEC overhead electric lines in the Resort will be adjacent to US1. For safety, all structures existing and to be constructed shall maintain a minimum of 12 feet clearance from FKEC's primary overhead lines and energized primary equipment. The determination of the measurement to comply with the 12-foot clearance requirement shall be in the sole judgment of FKEC.

A blanket easement for FKEC's facilities on KLOR common property will be prepared by FKEC. This easement will cover all of FKEC's underground facilities. It will also cover easement for one anchor with two down guys that will attach to a pole located on FDOT right-of-way. The anchor and down guys will be located on the common property adjacent and south of the north entrance. KLOR agrees to grant this easement to FKEC.

All primary (14,400 Volt), secondary (120/240 Volt), and service (120/240V that terminate at a meter) conductors inside the park will be placed underground and will follow the layout on the Plan.

FKEC shall, at KLOR's expense as hereinafter provided, supply and install all primary and secondary conductors. FKEC shall supply and install all service conductors in accordance with FKEC's normal policies. KLOR shall, at its expense, supply and install all conduits, junction boxes, transformer box pads and trenching for the electrical system plan, in accordance with FKEC's specifications.

KLOR shall install all conduits in the entire park before FKEC shall have any obligation to install any electrical conductors. All conduit, junction box and transformer box pad installations will follow FKEC's current specifications, available on the website, www.fkec.com. FKEC's standard clearance inside the park from parallel water lines or parallel sewer lines is three feet horizontally between the edges of the trench(es). Horizontal clearance from FKEC's conduits to a building foundation shall be five feet minimum, unless encased in concrete. For safety, conduits located closer than five feet from a proposed or future building footing or foundation, or three feet from a parallel water or parallel sewer line must be encased (six inches radially in all directions from the surface of the conduits) in concrete (minimum 3,000 psi) with truck mixed red dye. Under no circumstances will primary conduits be placed closer than three feet horizontally from any existing, proposed or future building footing or foundation. An exception to the above rules will apply to the following condition: where all conduits are service conduits, and all conduits are on the lot served by these conduits, the FKEC service conduit may be installed with a one foot minimum horizontal separation from homeowner owned water and sewer service conduits with no

concrete cover required. The conduit installation by KLOR shall be subject to inspection by FKEC for compliance with all FKEC's specifications. FKEC may reject any of KLOR's installations if, in FKEC's sole judgment, the installations do not meet FKEC's specifications.

KLOR shall correct all rejected installations to the satisfaction of FKEC, and until such corrections are made by KLOR and approved by FKEC, FKEC shall have no obligation to install conductors or to assume ownership of the KLOR installations.

KLOR shall pay FKEC in advance for the entire cost of providing and installing the primary and secondary conductors. KLOR agrees that this cost is \$242,000.00. This cost includes a Refundable Portion of \$216,000.00 and a Non Refundable Portion of \$26,000.00. The Non Refundable Portion is the charge for primary cable in excess of 250 ft. per transformer plus additional engineering time for plans review.

All service conductors will be installed by FKEC on an as needed basis. FKEC's normal new meter connection charges and deposits will be paid by each member when they apply for a new service. No additional charges relating to the construction will be levied for the service conductors.

Once payment has been received, FKEC will install all primary and secondary conductors in the entire park. FKEC will set and energize transformers on an as needed basis. No additional charges will be levied for this work.

FKEC will assume ownership and maintenance of all conduits, junction boxes and transformer pads once FKEC installs and energizes the conductors.

As homes and common buildings are built, FKEC will install services and will provide temporary construction power per our standard policies and procedures. Upon completion of the home or common building and obtaining a Monroe County Certificate of Occupancy, FKEC will refund 1/295st of the Refundable Portion (\$216,000) or \$732.20 for each home or common building that has been completed. No refunds will be given for buildings that are completed ten years or more from the date this contract is signed by both parties.

Conduit locations as shown on the Plan may need to be relocated if, in FKEC's sole judgment, sewer, water, communication or any other underground facilities interfere with the designed conduit location. KLOR acknowledges that the existing Plan and any revisions to it may result in building restrictions to maintain adequate clearances. KLOR agrees that FKEC may require, in its sole judgment, revisions to the Plan to accommodate clearances, safety issues, design errors, underground obstructions and prudent utility practices. Any increase in costs due to such revisions shall be paid by KLOR.

A utility conflict plan was not developed for this project. FKEC has reviewed the plans for conflicts and believes that all conflicts have been resolved.

KLOR warrants and represents that: (a) it has full right and authority to enter into this agreement; (b) it either has secured the approval of all affected landowners and anyone else with an interest in the property, or that such approval is not required to bind such persons to this agreement; and (c) it has obtained all approvals, conducted all meetings, and noticed all parties entitled to notice of this agreement.

KLOR agrees to indemnify, defend and hold harmless FKEC, its officers, directors, employees and agents of and from any and all claims, costs, or liability that FKEC may incur on account of anyone claiming recourse, damages or injunctive relief against FKEC should

their ability to build on their property be restricted, diminished, or effected in any way. KLOR acknowledges that FKEC would not enter into this agreement without the foregoing indemnity provision.

This agreement may be terminated at any time by either party on 30 days prior written notice to the other party, provided, however, that the indemnity provisions of this agreement and any outstanding payment obligation due FKEC by KLOR shall survive any such termination.

This is the entire agreement between the parties and supersedes all prior oral or written agreements or understandings covering the subject matter. This agreement shall be construed and interpreted without regard to the party or parties deemed to have drafted it.

Approved: _____

Date: 8/26/14

Gicela Pind, President
Key Largo Ocean Resort Condominium Association

Approved: _____

Date: 9/12/14

Scott Newberry, Chief Executive Officer
Florida Keys Electric Cooperative Association, Inc.