RESOLUTION NO. 14-313

200 WILLIAM STREET - REVOCABLE LICENSE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE CITY OF KEY WEST TO ENTER INTO A REVOCABLE LICENSE AGREEMENT FOR NONPERMANENT USE OF CITY PROPERTY TO INSTALL AND MAINTAIN LANDSCAPING, BRICK PAVERS AND A BICYCLE / SCOOTER PARKING AREA WITHIN LAZY WAY LANE ADJACENT TO PROPERTY LOCATED AT 200 WILLIAM STREET (RE # 00000840-000000, AK # 1000850) PURSUANT TO SECTION 2-939 OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FEES AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Development Review Committee (DRC) considered a request by Harborside, LLC (the "Owner") for a revocable license for a nonpermanent use of City property to install and maintain landscaping, brick pavers and a bicycle / scooter parking area within Lazy Way Lane adjacent to the Owner's property located at 200 William Street; and

WHEREAS, Section 2-939 of the Code of Ordinances of the City of Key West, Florida provides that the City may grant a revocable license for a nonpermanent use of City property, such as planters, awnings, trash receptacles, planted areas, benches, flagpoles, quardrails, ramps and light fixtures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Manager is hereby authorized to execute a Revocable License Agreement For Use of City Property (the

"Agreement") to install and maintain landscaping, brick pavers and a bicycle / scooter parking area within Lazy Way Lane, adjacent to property at 200 William Street, as more specifically described in the Agreement, upon advice and consent of the City Attorney.

<u>Section 2</u>: That the following conditions shall apply to the grant of revocable license:

- (1) The City may unilaterally terminate the revocable license with or without cause upon 30 days written notice.
- (2) The Owner shall pay the annual fee specified in Section 2-939(d) of the City Code of Ordinances.
- (3) The Owner shall irrevocably appoint the City Manager as its agent to permit the removal of the fence on City property if the annual fee required by City Code is not paid. The costs incurred by the City associated with any such removal shall be borne by the Owner.
- (4) The revocable license shall terminate upon the failure of the Owner to maintain liability insurance, such public liability and property damage insurance protecting the City from all claims and damage to property or bodily injury. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00), or such other amount as may be legislatively determined to be the maximum extent of sovereign immunity waiver, naming the City as an additional insured for that portion of real property which is the subject of this revocable license. The policy shall not terminate or

be cancelled without 45 days' written notice sent via certified mail to the City's Chief Building Official.

- (5) In the event this revocable license is terminated, the fence shall be immediately removed upon the request of the City and in the event the fence is not removed, or due to an emergency the City finds it necessary to act immediately, the City may remove same and shall not be responsible for damage incurred due to such removal. The cost incurred by the City associated with any such removal shall be borne by the Owner.
- (6) The revocable license shall be personal to the Owner and may not be transferred or assigned.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Com	mmission at a meeting held
this day of October	, 2014.
Authenticated by the presiding of	officer and Clerk of the
Commission on October 22 , 2014.	
Filed with the ClerkOctober 22	, 2014.
Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Yes
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	Absent
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes
	A MI
CRAÍ	G CATES, MAYOR
ATTEST:	
Cheryl Smith	
CHERYL SMITH, CITY CLERK	

REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

WITNESSETH:

WHEREAS, Licensee is the owner in fee simple title of real property located at 200 William Street, Key West, Florida, and more particularly described on Exhibit "A", which is attached hereto and incorporated by reference (hereinafter referred to as "Licensee's Property"); and

WHEREAS, Licensor is the owner in fee simple title of the Lazy Way Lane parcel and the William Street right-of-way located adjacent to the property referred to in the preceding paragraph (hereinafter "Licensor's Property"); and

WHEREAS, Licensee desires to install and maintain certain specified items of Licensee's personal property within Licensor's Property on a nonpermanent basis; and

WHEREAS, Licensor desires to permit Licensee to install and maintain certain specified items of Licensee's personal property within Licensor's Property on a nonpermanent basis; and

WHEREAS, pursuant to Section 2-939 of the Code of Ordinances of the City of Key West, Florida, Licensor may grant Licensee a revocable license to use Licensor's property.

NOW, THEREFORE, the parties agree as follows:

- 1. Licensor hereby grants to Licensee a revocable and non-assignable license to enter in, on, over, and across Licensor's Property, for the purpose of allowing Licensee to install and maintain landscaping, brick pavers and a bicycle / scooter parking area on Licensor's Property within the Lazy Way Lane parcel and the William Street right-of-way adjacent to Licensee's Property in accordance with the site plan attached hereto and more particularly described as Exhibit "B"; reserving, however, to the Licensor, its successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and right-of-entry hereby acquired.
- 2. This License is personal to Licensee and may not be assigned or transferred. Licensor shall have the right to terminate this License with or without cause upon thirty (30) days written notice to Licensee at the following address: Harborside, LLC, c/o Northwood Investors, LLC, 575 Fifth Avenue, 23rd Floor, New York, New York, 10017. In such event, Licensee's personal property shall be immediately removed upon receipt of the notice. In the event Licensee's personal property is not removed or due to an emergency the Licensor finds it necessary to act immediately, the Licensor may remove same and shall not be responsible for

damage incurred due to such removal. The costs incurred by the Licensor associated with any such removal shall be borne by Licensee. This License Agreement shall expire upon a sale or other change of ownership of Licensee's Property.

- 3. Licensee agrees to indemnify, hold harmless and defend the Licensor, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by the conduct, misconduct, negligent error, omission or act of Licensee, their employees agents, servants or officers, or accruing, resulting from, or related to the subject matter of this License Agreement, including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, whether or not suit be brought. The provisions of this indemnification provision shall survive the expiration or earlier termination of this License Agreement. Nothing herein is intended to waive the immunity afforded to Licensor pursuant to Florida Law, including section 768.28, Florida Statutes.
- 4. Prior to the issuance of this License Agreement, Licensee shall furnish and maintain such public liability and property damage insurance protecting the Licensor from all claims and damage to property or bodily injury, including death, which may arise from the placement of Licensee's personal property on Licensee's Property. Such insurance shall provide coverage of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage respectively, per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insureds the Licensor, its officers and employees and shall further provide that the policy shall not terminate or be cancelled without forty-five (45) days' written notice to the Chief Building Official, sent via certified mail. This License Agreement shall terminate in the event that the required insurance policy is not maintained properly.
- 5. If any action of Licensee or their employees or agents in the exercise of this License results in damage to Licensor's Property, Licensee will either repair such damage or make a settlement acceptable to the Licensor. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage.
- Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee is permitted to use it, and Licensee assume all risks in its use.
- 7. Licensee shall pay to Licensor an annual fee of Two Hundred and No/100 Dollars (\$200.00). Payment shall be made to the Licensor's Finance Department on each anniversary date of this License. Licensee irrevocably appoints the City Manager as their agent to permit the removal of Licensee's personal property on Licensor's Property if the required annual fee is not paid. The costs incurred by the Licensor associated with any such removal shall be borne by Licensee.

Signed, sealed and delivered in the presence of:

Joshua Silvernan

IN WITNESS WHEREOF, the parties have executed this License Agreement on the date above written.

LICENSOR:

CITY OF KEY WEST, FLORIDA

Cheryl Smith, City Clerk

im Scholl, City Manager

WITNESSES:

LICENSEE:

HARBORSIDE, LLC

EXHIBIT "A"

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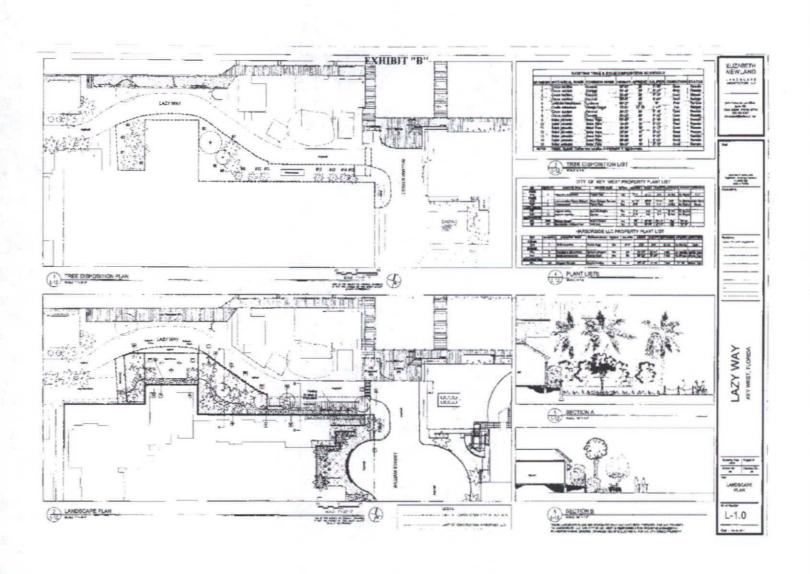
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See Service portion of the Service Ser



EXECUTIVE SUMMARY

To:

Jim Scholl, City Manager

Through:

Donald Leland Craig, AICP, Planning Director

From:

Kevin Bond, AICP, LEED Green Associate, Senior Planner

Meeting Date:

October 21, 2014

RE:

Revocable License – 200 William Street (RE # 00000840-000000, AK # 1000850) – A request for a revocable license to install and maintain landscaping, brick pavers and a bicycle / scooter parking area within Lazy Way Lane located within the Historic Residential Commercial Core - Duval Street Gulfside (HRCC-1) Zoning District pursuant to Section 2-

939 of the Code of Ordinances of the City of Key West, Florida

ACTION STATEMENT:

Request:

To grant a revocable license to install and maintain landscaping, brick

pavers and a bicycle / scooter parking area within Lazy Way Lane

adjacent to property located at 200 William Street

Applicant:

Elizabeth Newland

Property Owner:

Harborside, LLC

Location:

200 William Street (RE # 00000840-000000, AK # 1000850)

Zoning:

Historic Residential Commercial Core - Duval Street Gulfside (HRCC-1)



BACKGROUND:

This is a request for a revocable license pursuant to Section 2-939 of the Code of Ordinances (the "Code") of the City of Key West (the "City"). The request is to install and maintain landscaping, brick pavers and a bicycle / scooter parking area within Lazy Way Lane, as shown on the attached plan. The proposed improvements are being done to complement other aesthetic enhancements being done within the Key West Bight area, as well as the new hotel that is under construction on the abutting property at 200 William Street. The property is located within the Key West Historic District.

City Actions:

Tree Commission:

HARC:

Development Review Committee:

City Commission:

June 10, 2014 (approved)

July 15, 2014 (approved)

August 28, 2014 (reviewed)

October 21, 2014

PLANNING STAFF ANALYSIS:

The proposed landscaping, pavers and bicycle / scooter racks are intended to provide both aesthetic enhancements and non-vehicular parking within the Lazy Way Lane area abutting 200 William Street. None of the improvements would impede public passage on any City sidewalks or roads. The improvements would be maintained by the property owner of 200 William Street.

If the request for the revocable license is granted, then the owner would be required to pay an annual fee of \$200.00 to the City for the use of City property pursuant to Code Section 2-939(d). The annual fee would be prorated based on the effective date of the revocable license.

Options / Advantages / Disadvantages:

Option 1. Approve the revocable license with the following conditions:

- The City may unilaterally terminate the revocable license with or without cause upon 30 days written notice.
- The owner shall pay the annual fee specified in Section 2-939(d) of the City Code of Ordinances.
- 3. The owner shall irrevocably appoint the City Manager as its agent to permit the removal of the fences on City property if the annual fee required by City Code is not paid. The costs incurred by the City associated with any such removal shall be borne by the owner.
- 4. The revocable license shall terminate upon the failure of the property owner to maintain liability insurance, such public liability and property damage insurance protecting the City from all claims and damage to property or bodily injury. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00), or such other amount as may be legislatively determined to be the maximum extent of sovereign immunity waiver, naming the City as an additional insured for that portion of real property which is the subject of this revocable license. The policy shall not terminate or be cancelled without 45 days' written notice sent via certified mail to the City's Chief Building Official.

- 5. In the event this revocable license is terminated, the fence shall be immediately removed upon the request of the City and in the event the fence is not removed, or due to an emergency the City finds it necessary to act immediately, the City may remove same and shall not be responsible for damage incurred due to such removal. The cost incurred by the City associated with any such removal shall be borne by the owner.
- The revocable license shall be personal to the current property owner and may not be transferred or assigned.

Consistency with the City's Strategic Plan, Vision and Mission: Granting the requested easement would not be inconsistent with the Strategic Plan.

Financial Impact: The City would collect \$200.00 annually as part of the approval of the revocable license. There would be no cost to the City for granting the revocable license.

Option 2. Deny the revocable license based on findings that the City's needs outweigh the request.

Consistency with the City's Strategic Plan, Vision and Mission: Denial of the requested revocable license would not be inconsistent with the Strategic Plan.

Financial Impact: There would be no cost to the City for denying the revocable license. However, there would continue to be liability concerns by allowing the encroachment into City property to continue without the revocable license.

RECOMMENDATION: Option 1.

Based on Staff's analysis, the Planning Department recommends to the City Commission APPROVAL of the proposed Resolution granting the requested revocable license with conditions as outlined above.



AUG 07 2014



Application For Revocable Licensey of key WEST PLANNING DEPT.

City of Key West, Florida • Planning Department

PLANNING DEP1.

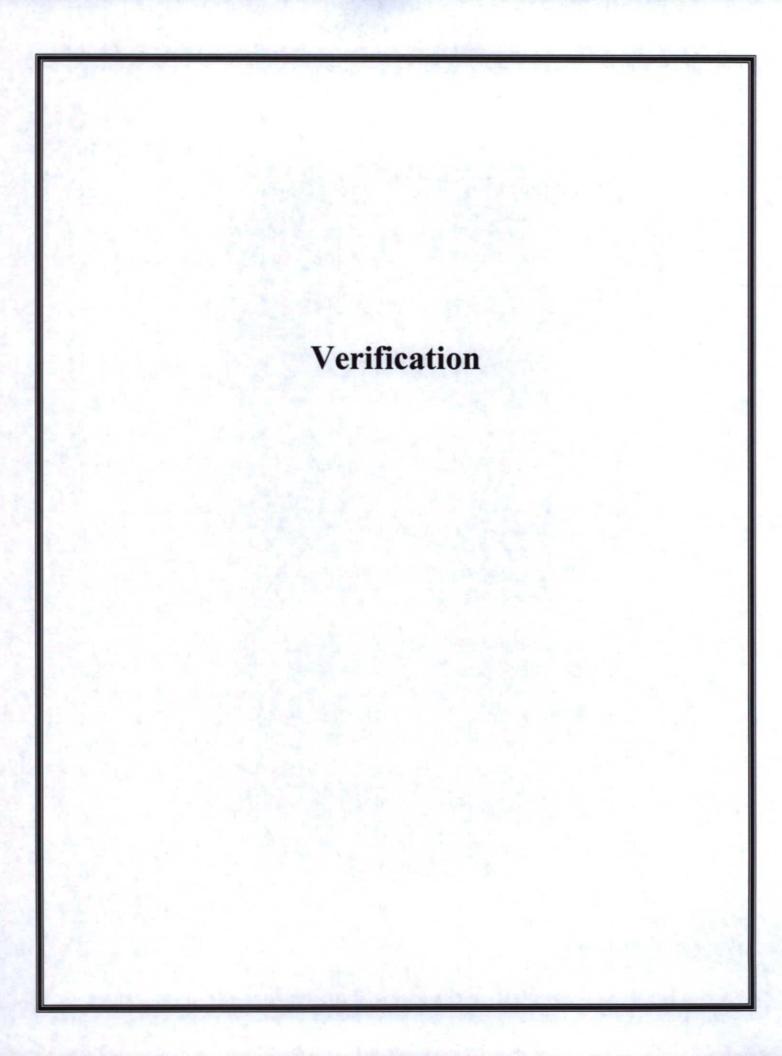
3140 Flagler Avenue • Key West, Florida 33040-4602 • 305-809-3720 • www.keywestcity.com

Application Fee: \$350.00

(includes \$100.00 advertising/noticing fee and \$50.00 fire review fee)

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3720.

PROPERTY DESCRIPTION: Site Address: 200 WILLIAM ST, LE	YWEST, PLOKUDA 33040
Zoning District: TRCC-1	Real Estate (RE) #:00000840+000000
Property located within the Historic District?	Ses 🗆 No
APPLICANT: Owner SAN	thorized Representative
Mailing Address: 10. By 2039	
City: Cly WEST	State: 12 Zip: 33045
Home/Mobile Phone: 305-48 -630	Office: 25/816301 Fax: NA
Email: 172 new land @ bellsoth.	net
PROPERTY OWNER: (if different than above) Name: ARRANGE DE L	
Mailing Address 575 Fifth Ave,	23 FLOOR
City: New York	State: M Zip: 0017
Home/Mobile Phone: 2125730841	Office: 2125730841 Fax DA
Email: Kerh berg @ northwooding	wasters.com
Description of requested revocable license and us	e:
INSTALLATION OF LANE	25CAPING AND
MAINTENANCE ON LAZI	y wan
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Are there any easements, deed restrictions or other	r encumbrances attached to the property? Yes
f yes, please describe and attach relevant document	,



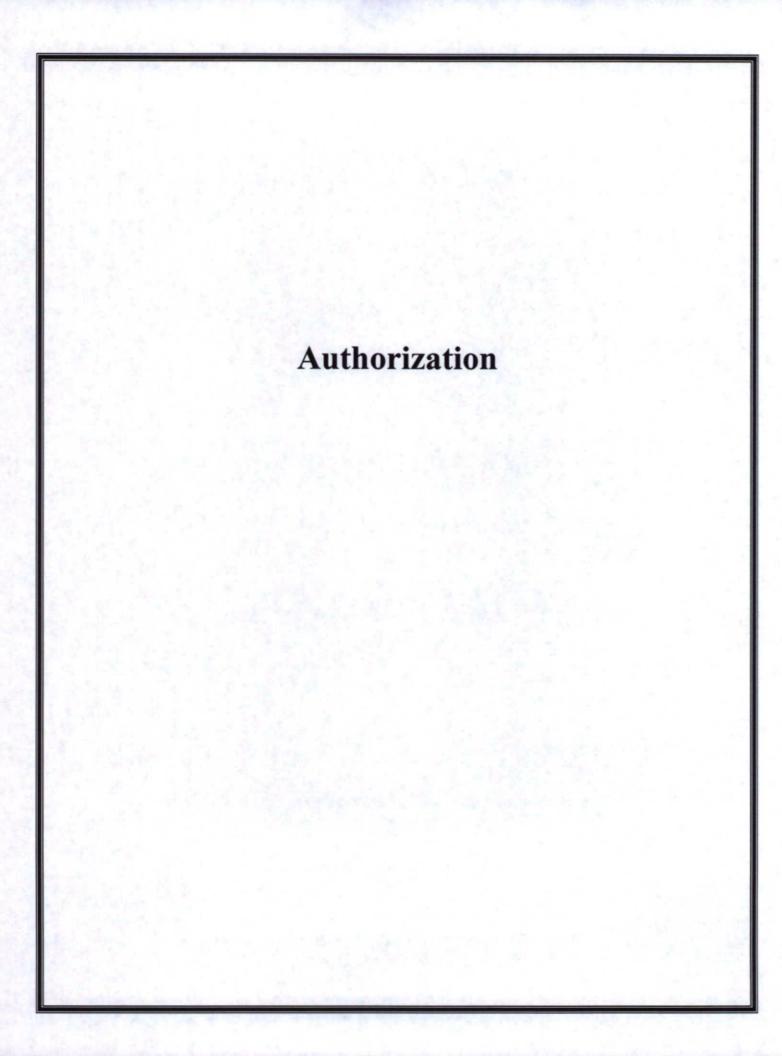
City of Key West Planning Department



Verification Form

(Where Authorized Representative is an individual)

200	WILLIAM	STRUCT,	KEY W	SST, FI	33040
7.5	1.12.3	Street address of	of subject property		
application, a	are true and correct	to the best of my any representation	knowledge and herein which p	belief. In the	ata which make up the event the City or the true or incorrect, any
Diral	authorized Representand sworn to (or affir	med) before me on	this 8	6/14	_by
	sonally known to m			as	identification.
Notar	ry's Signature and Sea	1			
Name of Ackny	bwledger typed, printe	d or stamp	JOHN R. ALLISO MY COMMISSION # E EXPIRES: July 16 Bonded Thru Notary Public	N III € 180837), 2016	



City of Key West **Planning Department**



Authorization Form

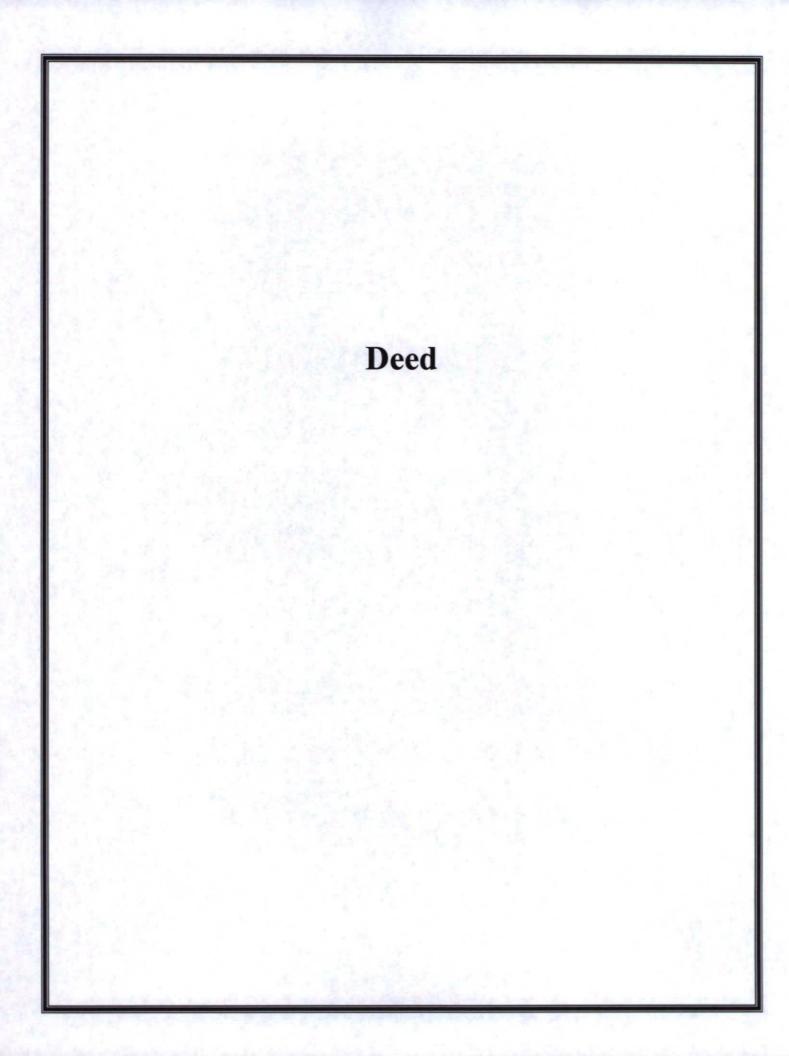
(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this matter. Michael P. Sullivan

Please Print Name of person with authority to execute documents on behalf of entity of HARBORSIDE, LLC ELIZABETH NEWLAND Please Print Name of Representative to be the representative for this application and act on my/our behalf before the City of Key West. Signature of person with authority to execute documents on hehalf on entity owner Subscribed and sworn to (or affirmed) before me on this 7th day of August 2014 Name of person with authority to execute documents on behalf on entity owner He/She is personally known to me or has presented as identification. MELISSA LOPEZ NOTARY PUBLIC-STATE OF NEW YORK No. 01LO6044421 Melissa Lote2-Name of Acknowledger typed, printed or stamped Qualified in Nassau County

My Commission Expires July 03, 2018

01LD604421 Commission Number, if any



This instrument prepared by: Marvin C. Bynum II Godfrey & Kahn, S.C. 780 North Water Street Milwaukee, WI 53202 Doct 1913530 12/27/2012 10:508M Filed & Recorded in Official Records of MONROE COUNTY AMY HERVILIN

12/27/2012 10:50AM DEED DOC STAMP CL: RS

\$70,000.00

Return to: John R. Allison, III The Allison Firm P. O. Box 2129 Key West, FL 33045

Doct 1913530 Bk# 2605 Pg# 1866

Tax Identification Parcel No. 1000779; 1000761; 1000744; 1000736; 8819188; 8819196; 1000752; 1000825; and 1000850

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of the day of December, 2012, by M&I Regional Properties, LLC, a Wisconsin limited liability company, whose address is 770 North Water Street, Milwaukee, Wisconsin 53202 (hereinafter called the "Grantor"), to Harborside, LLC, a Florida limited liability company, whose address is P.O. Box 2039, Key West, FL 33045 (hereinafter called the "Grantee").

WITNESSETH

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee, all that certain land situated in Monroe County, Florida (the "Property"), described as follows:

See Exhibit A attached hereto.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but against none other; and that said land is free of all encumbrances, except municipal and zoning ordinances and agreements entered under them, agreements with any municipality regarding the development of the Property, building and use restrictions and covenants, and State and/or Federal statutes and

Doct 1913530 Bk# 2605 Pg# 1867

regulations, real estate taxes for 2013 and subsequent years and items set forth on Exhibit B attached hereto.

[SIGNATURE NEXT PAGE FOLLOWING]

Doc# 1913530 Bk# 2605 Pg# 1868

ATE OF

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written. M&I REGIONAL PROPERTIES, LLC Name: STATE OF WISCONSIN COUNTY OF MILWAUKEE The foregoing instrument was acknowledged before me the 18th day of December, 2012, by Steven. Heder, as Vice President of M&I Regional Properties, LLC, a Wisconsin limited liability company, on behalf of the limited liability company. The above-named person is personally known to me. Notary Public, State of My Commission:

EXHIBIT A

PARCEL A:

On the Island of Key West, Monroe County, State of Florida, being known as Part of Square Eleven (11), more particularly described as follows:

Commencing at the Southerly comer of Square Eleven (11) where Caroline and Elizabeth Streets intersect and proceed along the Northeasterly side of Elizabeth Street in a Northwesterly direction a distance of One Hundred Seventy-three (173) feet to a point; proceed thence at right angles in a Northeasterly direction Fifty (50) feet; thence at right angles in a Southeasterly direction One (1) foot to the POINT OF BEGINNING; from the Point of Beginning proceed at right angles in a Northeasterly direction One Hundred Ninety-five and Six tenths (195.6) feet; thence at right angles in a Southeasterly direction One Hundred Eleven (111) feet; thence at right angles in a Northwesterly direction Thirty-eight (38) feet; thence at right angles in a Northwesterly direction Fifty-seven and Two-tenths (57.2) feet; thence at right angles in a Southwesterly direction One Hundred Fifty-seven and Six tenths (157.6) feet; thence at right angles in a Northwesterly direction Fifty-three and Seven tenths (53.7) feet to the POINT OF BEGINNING.

PARCEL B:

On the Island of Key West and known on William A. Whitehead's Map delineated in February, AD. 1829, as a parcel of land in Square Eleven (11) more particularly described as follows: Commencing at the Northwesterly corner of the intersection of Caroline and William Streets move Northwesterly a distance of 118.15 feet to the POINT OR PLACE OF BEGINNING. Thence at right angles in a Southwesterly direction a distance of 156.44 feet; thence at right angles in a Northwesterly direction a distance of 53.85 feet; thence at right angles in a Northeasterly direction a distance of 156.44 feet; thence at right angles in a Southeasterly direction along William Street a distance of 53.85 feet to the POINT OR PLACE OF BEGINNING on William Street.

PARCEL C:

On the Island of Key West and known on William A. Whitehead's Map delineated in February A.D. 1829, as a parcel of land in Square Eleven (11) more particularly described as follows: Commencing at the Northwesterly corner of the intersection of Caroline and Elizabeth Streets move Northwesterly along Elizabeth Street a distance of 173 feet to the POINT OF BEGINNING. Thence continue in a Northwesterly direction along Elizabeth Street a distance of 27 feet to a point; thence at right angles in a Northeasterly direction parallel to Caroline Street a distance of 200 feet to point; thence at right angles in a Southeasterly direction a distance of 200 feet to a point on the Westerly right-of-way of William Street; thence at right angles in a Southeasterly direction along the Westerly boundary line of William Street a distance of 20 feet to a point; thence at right angles in a Southwesterly direction parallel to Caroline Street a distance of 352.04 feet to a point on the property line owned by the Veterans of Foreign Wars; thence at right angles

in a Northwesterly direction a distance of 2 feet to a point; thence at right angles in a Southwesterly direction a distance of 50 feet to a POINT OF BEGINNING.

PARCEL D:

On the Island of Key West and is part of Square 11 according to William A. Whitehead's Map of said Island delineated in 1829 and is more particularly described as follows: From the intersection of the Southeasterly line of Greene Street and the Northeasterly line of Elizabeth Street go Southeasterly along the Northeasterly line of Elizabeth Street a distance of 95.50 feet to a point; thence at right angles and Northeasterly a distance of 100 feet to a point, which point is the POINT OF BEGINNING: thence continue Northeasterly along the previously described course a distance of 79.04 feet to a point; thence at right angles and Northwesterly a distance of 47.10 feet to a point; thence at right angles and Northeasterly a distance of 52.44 feet to a point; thence at right angles and Southeasterly a distance of 62.20 feet to a point; thence at right angles and Southeasterly a distance of 89.40 feet to a point; thence at right angles and Southeasterly a distance of 89.40 feet to a point; thence at right angles and Southwesterly a distance of 125.48 feet to a point; thence at right angles and Northeasterly a distance of 104.50 feet back to the POINT OF BEGINNING.

PARCEL E-1:

A parcel of land in the Island of Key West, Monroe County, Florida, said parcel being a Part of Lot 1 of Square 11 of Whitehead's Map of the said island as delineated in February 1829 and the said parcel being more particularly described by metes and bounds as follows: Commence at the intersection of the Northwesterly right-of-way line (ROWL) of Caroline Street with the Southwesterly ROWL of William Street and run thence in a Southwesterly direction along the Northwesterly ROWL of the said Caroline Street for a distance of 201.00 feet; thence Northwesterly and at right angles for a distance of 191.00 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue Northwesterly along a prolongation of the preceding course for a distance of 9.00 feet; thence Northeasterly and at right angles for a distance of 24.48 feet; thence Southeasterly and at right angles for a distance of 9.00 feet; thence Southwesterly and at right angles for a distance of 24.48 feet back to the POINT OF BEGINNING.

PARCEL E-2:

A parcel of land on the Island of Key West, Monroe County, Florida, said parcel being a Part of Lot 1 of Square 11 of Whitehead's Map of the said island as delineated in February 1829 and the said parcel being more particularly described by metes and bounds as follows: Commence at the intersection of the Northwesterly right-of-way line (ROWL) of Caroline Street with the Southwesterly ROWL of William Street and run thence in a Southwesterly direction along the Northwesterly ROWL of the said Caroline Street for a distance of 201.00 feet; thence Northwesterly and at right angles for a distance of 60.00 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue Northwesterly along a prolongation of the preceding course for a distance of 57.20 feet; thence Northeasterly and at right angles for a distance of 6.50 feet; thence Southwesterly and at right angles for a distance of 57.20 feet; thence Southwesterly and at right angles for a distance of 57.20 feet; thence Southwesterly and at right angles for a distance of 6.50 feet; thence

PARCEL F:

On the Island of Key West and is part of Square 11 according to William A. Whitehead's map of said Island delineated in 1829 and is more particularly described as follows:

From the intersection of the Northwesterly line of Caroline Street and the Southwesterly line of William Street go Northwesterly along the said Southwesterly line of William Street a distance of 191 feet to a point; which point is the POINT OF BEGINNING; thence continue Northwesterly along said Southwesterly line of William Street a distance of 105 feet to a point; thence Southwesterly and at right angles a distance of 176.52 feet to a point; thence Southeasterly and at right angles a distance of 105 feet to a point; thence Northeasterly and at right angles a distance of 176.52 feet to the POINT OF BEGINNING.

PARCEL H:

In the City of Key West and known as a part of Lot Four (4) in Square Eleven (11) according to Charles W. Tift's map of said City, commencing at a point on Elizabeth Street adjoining the Northwest corner of land owned on the 25th day of August, A.D., 1900 by the Estate of J. P. Roberts and extending thence in a Northwesterly direction One Hundred and Thirteen (113) feet; thence in a Northeasterly direction Fifty (50) feet; thence in a Southeasterly direction Fifty (50) feet; thence in a Southeasterly direction One hundred and Thirteen (113) feet; thence in a Southwesterly direction Fifty (50) feet to the place of beginning. Reference being had to a deed of conveyance from Whitmore Pinder et al to Louis Monton dated August 25, 1900, and recorded in Deed Book 'I', page 416, of the public records of Monroe County, Florida.

PARCEL I:

In the City of Key West and is known as Part of Lot 2, of Square 11, according to the Map or Plat of the Island of Key West delineated in February A.D. 1829, by William J. Whitehead, and being more particularly described as follows:

Beginning at this point of intersection of the Northerly right-of-way boundary line of Caroline Street with the Easterly right-of-way boundary line of Elizabeth Street and thence Northeasterly along Caroline Street 120 feet to a point; thence Northwesterly at right angles 120 feet to a point; thence Southwesterly at right angles 69.75 feet to a point; thence Southeasterly at right angles 60 feet to a point; thence Southwesterly at right angles 50.25 feet to a point on the Easterly right-of-way boundary line of said Elizabeth Street; thence Southeasterly along the said line of Elizabeth Street 60 feet back to the Point of Beginning.

The above-described land is more particularly described as follows:

A parcel of land located on the Island of Key West, Monroe County, Florida, said parcel being a part of Lots one (1) and two (2), and un-numbered portion of Square 11 of William A. Whitehead's Map of the said island delineated in 1829 and being more particularly described as follows:

Beginning at the Northwesterly Right-of-Way line of Caroline Street and the Northeasterly Right-of-Way line of Elizabeth Street; thence in a Northwesterly direction along the said

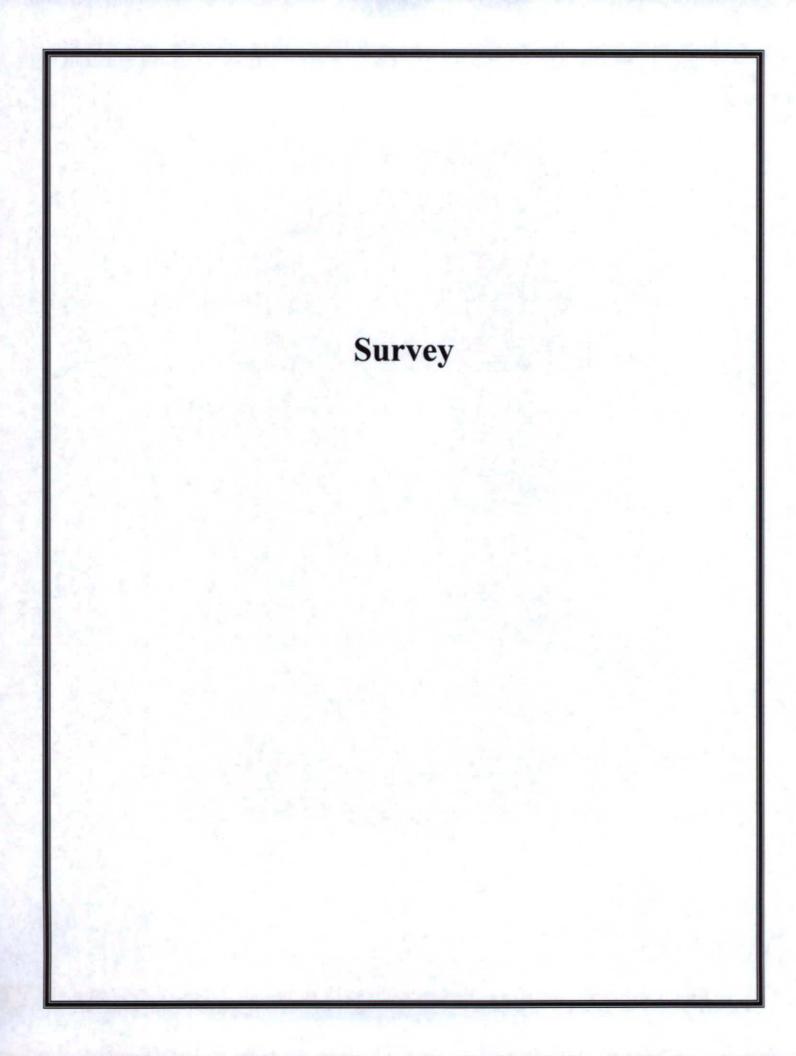
Northeasterly Right-of-Way line of Elizabeth Street for a distance of 199.00 feet; thence at a right angle and in a Northeasterly direction for a distance of 99.42 feet; thence at a right angle and in a Northwesterly direction for a distance of 107.44 feet; thence at an angle of 90°07'19" to the left and in a Northeasterly direction for a distance of 79.04 feet; thence at a right angle and in a Northwesterly direction for a distance of 47.10 feet; thence at a right angle and in a Northeasterly direction for a distance of 52.44 feet; thence at a right angle and in a Southeasterly direction for a distance of 58.42 feet; thence at an angle of 90°02'15" to the right and in a Northeasterly direction for a distance of 170.68 feet to the Southwesterly Right-of-Way line of William Street; thence at a right angle and in a Southeasterly direction along the said Southwesterly Right-of-Way line of William Street for a distance of 178.11 feet; thence at a right angle and in a Southwesterly direction for a distance of 156.67 feet; thence at an angle of 89°57'45" to the right and in a Southeasterly direction for a distance of 57.00 feet; thence at an angle of 89°57'45" to the left and in a Southwesterly direction for a distance of 38.00 feet; thence at a right angle and in a Southeasterly direction for a distance of 1.16 feet; thence at a right angle and in a Southwesterly direction for a distance of 6.50 feet; thence at an angle of 90°02'15" to the left and in a Northwesterly direction for a distance of 60.00 feet; thence at a right angle and in a Southwesterly direction for a distance of 81.02 feet; thence at a right angle and in a Southeasterly direction for 120.00 feet to the said Northwesterly Right-of-Way line of Caroline Street; thence at a right angle and in a Southwesterly direction along the said Northwesterly Right-of-Way line of Caroline Street for a distance of 120.00 feet to the Point of Beginning.

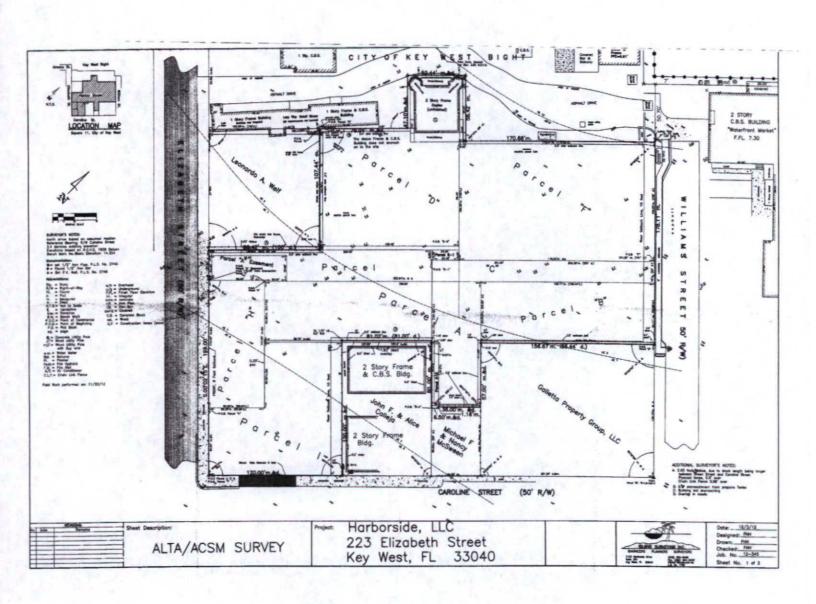
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EXHIBIT B

- City of Key West, Area of Critical State Concern Rule 27-F-15, Florida Administrative Code, adopted by the Administration Commission pursuant to Section 380.05, Florida Statutes on February 7, 1984, effective February 28, 1984, recorded in Official Records Book 906, page 200, of the Public Records of Monroe County, Florida.
- City Ordinance No. 81-43 and Amendment 82-5 thereof, which provides for the assessment and collection of solid waste in the city of Key West, Florida.
- Restrictions imposed on property lying within the Historical Preservation Area of the City of Key West, Florida.
- Subject to terms and provisions contained in Resolution No. 2012-227 recorded September 19, 2012 in Official Records Book 2589, Page 1883.

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E. Subtitions ingress or properly joing within the Variation Preservation Area of the Day of the Best. Preservation Arise of the Dilly of Kip Best. 4,76.

10. Subject to term one provisions continued in Republish No. 2012–227 10,74.

September 18, 2012, S.R. 2008, Fg. 1183.

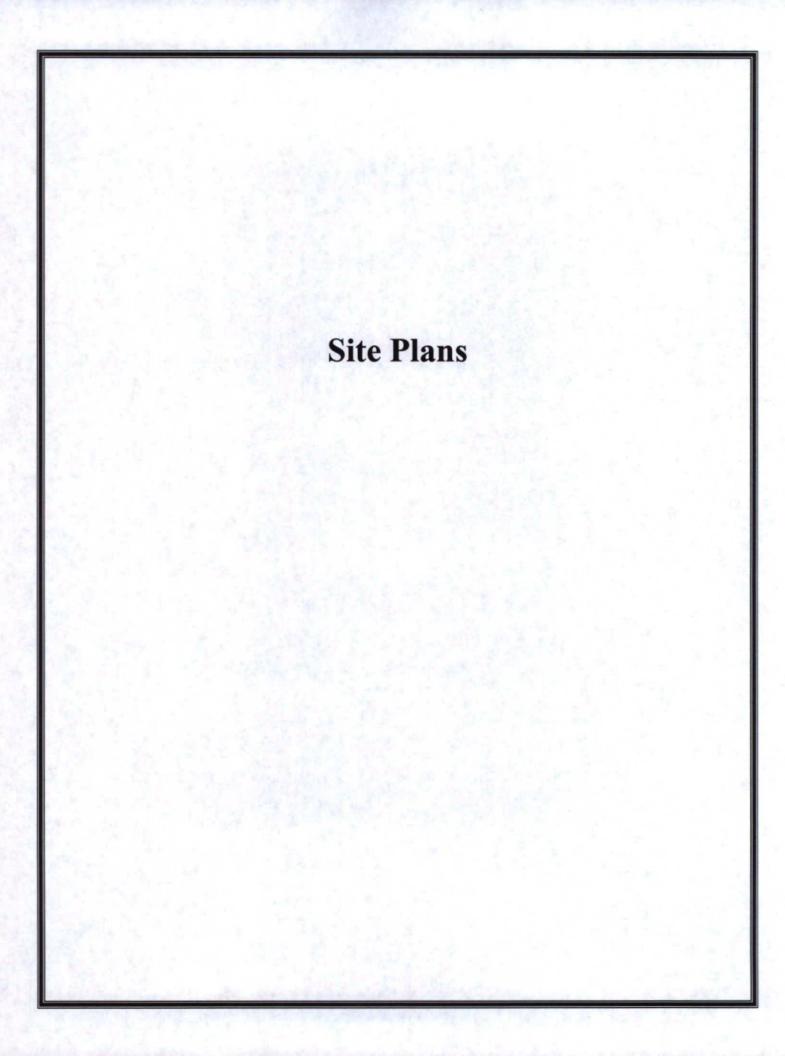
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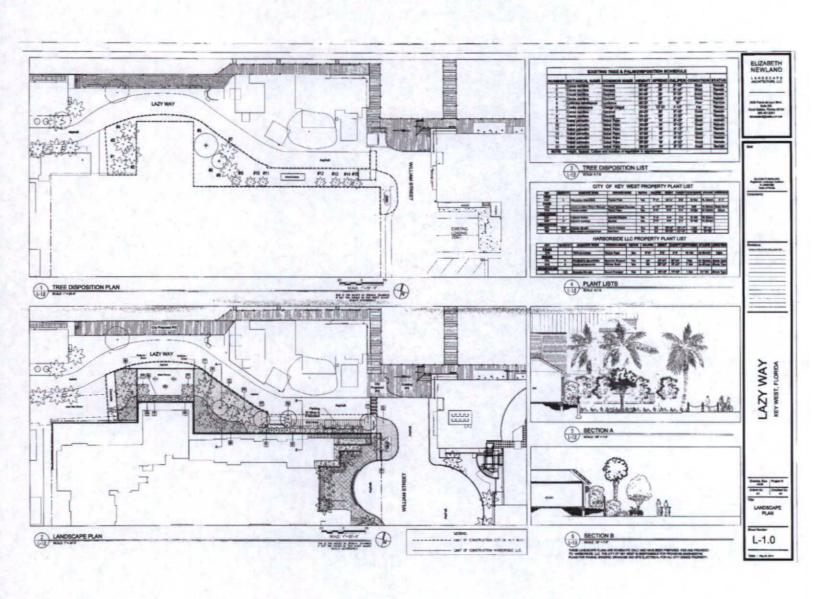
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ALTA/ACSM SURVEY

Harborside, LLC 223 Elizabeth Street Key West, FL 33040







Ada	ditional	Informa	tion	

HARBORSIDE, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

DATED AS OF December 21, 2012

THE INTERESTS OF THE MEMBERS ISSUED UNDER THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES ACT OF ANY STATE OR THE DISTRICT OF COLUMBIA. NO RESALE OF ANY INTEREST BY A MEMBER IS PERMITTED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT AND ANY APPLICABLE FEDERAL OR STATE SECURITIES LAWS, AND ANY VIOLATION OF SUCH PROVISIONS COULD EXPOSE THE SELLING MEMBER AND THE COMPANY TO LIABILITY.

such substituted or additional Member. The admission of any Person as a substitute or additional Member shall be conditioned upon such Person's written acceptance and adoption of all the terms and provisions of this Agreement pursuant to an instrument satisfactory to the Managing Member.

(d) If any Interest is Transferred during any accounting period in compliance with the provisions of this Article VIII, all distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such distributions, the Company shall recognize a Transfer on the date that the Members receive notice of the Transfer which complies with this Article IX from the Member Transferring its Interest.

ARTICLE X Miscellaneous

SECTION 10.1 Equitable Relief. The Members hereby confirm that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agree that, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but, nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of a Member aggrieved as against the other for a breach or threatened breach of any provision hereof, it being the intention by this Section 10.1 to make clear the agreement of the Members that the respective rights and obligations of the Members hereunder shall be enforceable in equity as well as at law or otherwise and that the mention herein of any particular remedy shall not preclude a Member from any other remedy it or he might have, either in law or in equity.

SECTION 10.2 Officers. The Managing Member on behalf of the Company may employ and retain Persons as may be necessary or appropriate for the conduct of the Company's business (subject to the supervision and control of the Managing Member), including employees and agents who may be designated as officers with titles, including, but not limited to, "chairman," "chief executive officer," "president," "senior managing director", "managing director", "vice president," "treasurer," "secretary," "director" and "chief financial officer," as and to the extent authorized by the Managing Member and with such powers as authorized by the Managing Member. The initial officers of the Company shall be as follows:

Officer	Title
John Z. Kukral	President
Erwin Aulis	Chief Operating Officer
Michael Sullivan	Chief Financial Officer
Ross Cowan	Vice President and Managing Director
Jonathan Wang	Vice President and Managing Director
Khaled Kudsi	Vice President and Managing Director

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

HARBORSIDE, LLC

Filing Information

 Document Number
 L11000039777

 FEI/EIN Number
 46-0744417

 Date Filed
 04/04/2011

 State
 FL

 Status
 ACTIVE

 Effective Date
 04/04/2011

 Last Event
 LC AMEND

Last Event LC AMENDMENT
Event Date Filed 04/26/2013
Event Effective Date NONE

Principal Address

C/O NORTHWOOD INVESTORS LLC 575 FIFTH AVE, 23RD FLOOR NEW YORK, NY 10017

Changed: 04/26/2013

Mailing Address

C/O NORTHWOOD INVESTORS LLC 575 FIFTH AVE, 23RD FLOOR NEW YORK, NY 10017

Changed: 04/26/2013

Registered Agent Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

Name Changed: 04/26/2013

Address Changed: 04/26/2013

Authorized Person(s) Detail

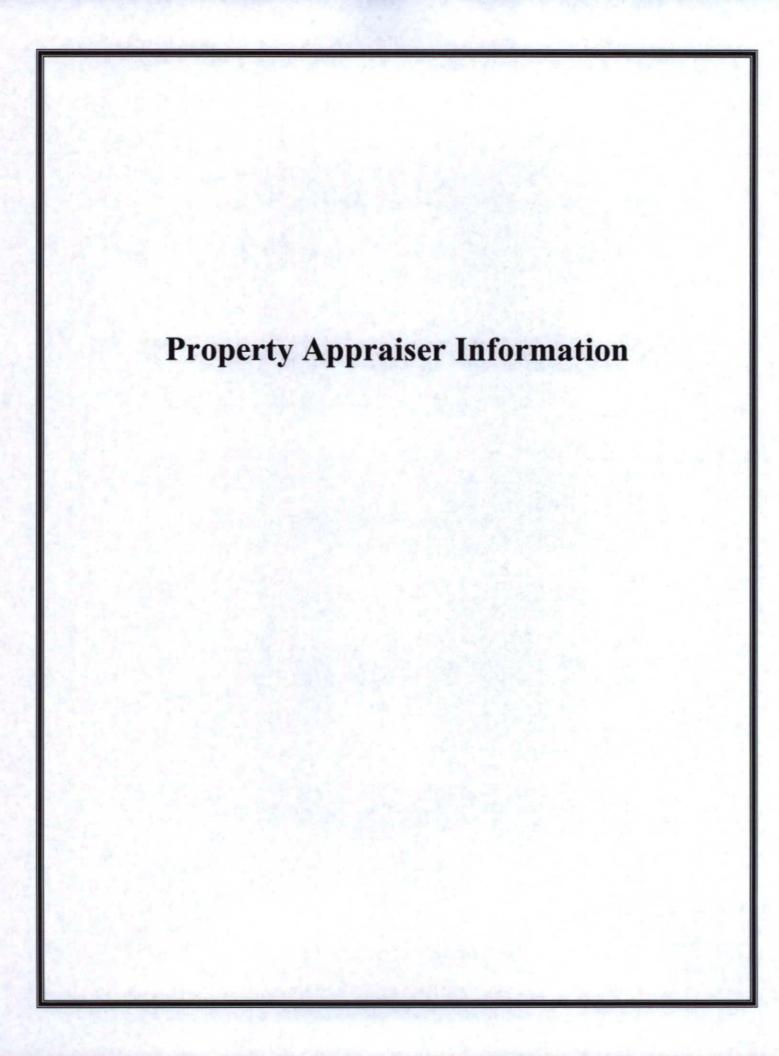
Name & Address

Title MGRM

NW HARBORSIDE LLC JONATHAN WANG, 575 5TH AVE, 23RD FL NEW YORK, NY 10017

Annual Reports

Report Year	Filed Date	
2012	04/11/2012	
2013	04/15/2013	
2014	04/24/2014	
Document Images	<u>s</u>	
04/24/2014 ANN	NUAL REPORT	View image in PDF format
04/26/2013 - LC	Amendment	View image in PDF format
04/15/2013 ANN	NUAL REPORT	View image in PDF format
04/11/2012 - ANN	NUAL REPORT	View image in PDF format
04/04/2011 Flor	ida Limited Liability	View image in PDF format





Key West (305) 292-3420 Marathon (305) 289-2550 Plantation Key (305) 852-7130

Property Record Card - Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher
Maps are now launching the new map application version.

Alternate Key: 1000850 Parcel ID: 00000840-000000

Ownership Details

Mailing Address: HARBORSIDE LLC PO BOX 2039 KEY WEST, FL 33045-2039

Property Details

PC Code: 10 - VACANT COMMERCIAL

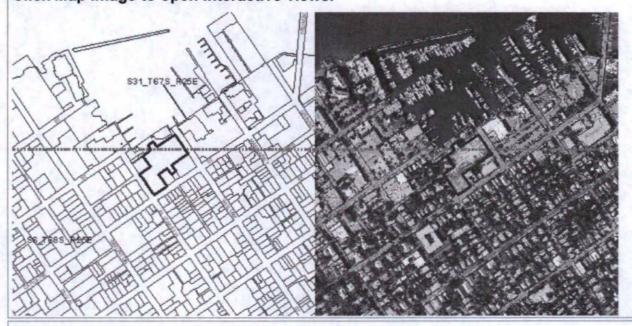
Millage Group: 12KW
Affordable No
Housing:
SectionTownship- 06-68-25
Range:

Property 701 CAROLINE ST KEY WEST Location: 709 CAROLINE ST KEY WEST

200 WILLIAM ST KEY WEST

Legal KW PT LOTS 1 AND 2 SQR 11 (PARCELS A, B, C, D AND F) G11-436/37 G13-213/14 G13-287/88 G31-73-74 G74-492/493 OR5-318/320 Description: OR38-456/457 OR114-186/87 OR161-419/420 OR263-523D/C OR267-28/29 OR293-8/9 OR635-341 OR837-1110 OR1185-426 OR1193-1191/93WILL OR1217-275/77 OR1217-278/80 OR1286-1649/48/X OR1286-1649/51R/S OR1286-1652/53R/S OR1291-1412/14 OR1291-1415/17 OR1309-1856/57R/S OR1309-1858/59R/S OR1626-122/23ORD OR1847-1948/50 OR2011-1214/18 OR2101-669/71 OR2265-1845 OR2310-2397/99 OR2310-2401/03 OR2461-1568/77C/T OR2495-1752/54C/T OR2503-13/16C OR2591-168/70 OR2605-1866/73

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY			82,567.00 SI

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
0	FN2:FENCES	3,504 SF	876	4	2010	2011	2	30
0	FN2:FENCES	2,764 SF	691	4	2010	2011	1	30

Appraiser Notes

2007-09-11 DEMO COMPLETE SEE PICS.DKRAUSE

RESOLUTION 12-227 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KEY WEST AND M AND I REGIONAL PROPERTIES LLC PROVIDING FOR HARBORSIDE TO DEVELOP PROPERTY AS A RESORT HOTEL - THIS DOCUMENT FORWARDED TO COMMERCIAL APPRAISAL IN KEY WEST FOR REVIEW OF IMPACT TO 2013 VALUES

12-21-03 - CENTURY 21 REAL ESTATE - KEY WEST INA SHELL - WOOD WORKING SHOP - IGLESIA CHURCH. TPP 8922841 - WESTERN FINANCE & LEASE INC (LEASED EQ @ LOCATION 3 (REAL ESTATE)

AK (1000779,8819188,8819196,1000825,1000761,1000752,1000744,1000736) HAVE BEEN COMBINED WITH THIS PARCEL PER THE OWNER'S REQUEST, COMPLETED FOR THE 2013 TAX ROLL (2/25/2013 SCJ)

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	13-2082	05/14/2013		191,000	Commercial	SITE ELECTRICAL MAIN SERVICE. PORTABLE WATER BOOSTER PUMP ELECTRICAL.
1	13-2081	05/14/2013		438,523	Commercial	STORM DRAINAGE SYSTEM. WATER DISTRIBUTION SYSTEM. FIRE MAIN. SANITARY SEWER SYSTEM. INJECTION WELL DEWATERING. PORTABLE WATER BOOSTER PUMP.
	13-1933	10/04/2013		17,600	Commercial	ROOFING FOR BUSINESS/MEETING CENTER. 20 SQUARES VICTORIAN SHINGLES
	13-1932	10/04/2013	3333	42,240	Commercial	ELECTRICAL SYSTEM FOR BUSINESS/METTER CENTER.
	13-1931	10/04/2013		13,728	Commercial	HVAC FOR BUSINESS/MEETING CENTER.
	13-1930	10/04/2013		31,680	Commercial	PLUMBING FOR BUSINESS/MEETING CENTER.
	13-4263	11/20/2013		457,232	Commercial	CONSTRUCT NEW BUSINESS CENTER/MEETING ROOM. ART IN PUBLIC PLACES DONATION APPR OVAL REQUIRED AT CO
	13-1926	09/24/2013	1. 13	10,368	Commercial	PLUMBING FOR FITNESS BUILDING.
- 1	13-1927	09/24/2013	12	13,824	Commercial	ELECTRIC FOR FITNESS CENTER BUILDING
	13-1925	09/24/2013	114.0	4,493	Commercial	HVAC FOR FITNESS CENTER.
1	13-1924	09/20/2013		134,944	Commercial	CONSTRUCT NEW FITNESS CENTER BUILDING.
	14-1109	05/22/2014		11,212	Commercial	INSTALL HVAC FOR NEW BAR, RESTAURANT, RESTROOMS AND KITCHEN.
	14-1108	05/22/2014		54,500	Commercial	INSTALL ELECTRICAL SYSTEM FOR NEW BAR, RESTAURANT, RESTROOMS AND KITCHEN
	14-1104	05/22/2014		13,815	Commercial	INSTALL ROOFING SYSTEM FOR RESTAURANT, KITCHEN, BAR AND RESTROOMS, 3000SF.
	14-1106	05/22/2014		25,875	Commercial	INSTALL PLUMBING STSTEM FOR NEW KITCHEN, RESTAURANT, RESTROOMS AND BAR.
	14-1102	06/03/2014		442,679	Commercial	CONSTRUCT KITCHEN, RESTAURANT, BAR AND RESTROOMS.
1	04-0409	02/19/2004	12/13/2004	7,000		
1	04-0566	03/04/2004	12/13/2004	10,000		
1	9602572	06/01/1996	12/01/1996	1,500		SIGN
1	9801288	05/01/1998	01/01/1999	2,000	Commercial	INSTALL FRAME & AWNING
1	9803491	01/21/1999	08/16/1999	3,000	Commercial	PAINT EXTERIOR OF BLDG
1	9902055	06/16/1999	08/16/1999	1,800	Commercial	REPL CENTRAL AC ON ROOF

1	05-0771	03/10/2005	10/13/2005	10,000	replace two 2-ton a/c on roof	
1	04-2702	08/18/2004	12/13/2004	14,385	GRAVEL ROOF	1
1	03-0616	05/12/2003	07/21/2003	85,000	REMODELED INTERIOR	
1	0003952	12/08/2000	12/19/2000	1,500	PAINT BUILDING	
1	9903636	10/27/1999	12/15/1999	4,800	ROOF	

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	0	16,013	4,333,612	4,349,625	4,349,625	0	4,349,625
2013	0	16,547	4,333,612	4,350,159	4,350,159	0	4,350,159
2012	0	0	597,713	597,713	597,713	0	597,713
2011	0	0	835,204	835,204	835,204	0	835,204
2010	726,155	4,267	845,405	1,575,827	1,575,827	0	1,575,827
2009	762,015	4,267	1,321,993	2,088,275	2,088,275	0	2,088,275
2008	762,015	4,267	2,106,225	2,872,507	2,872,507	0	2,872,507
2007	591,516	4,267	2,106,225	2,702,008	2,702,008	0	2,702,008
2006	615,744	4,267	1,081,575	1,701,586	1,701,586	0	1,701,586
2005	524,487	4,289	853,875	1,382,651	1,382,651	0	1,382,651
2004	530,508	4,311	683,100	1,217,919	1,217,919	0	1,217,919
2003	530,508	4,332	270,394	805,234	805,234	0	805,234
2002	530,508	4,354	270,394	805,256	805,256	0	805,256
2001	512,405	4,376	270,394	787,175	787,175	0	787,175
2000	547,896	2,681	241,931	792,508	792,508	0	792,508
1999	551,846	2,688	241,931	796,465	796,465	0	796,465
1998	368,642	2,694	241,931	613,267	613,267	0	613,267
1997	368,642	2,701	219,161	590,504	590,504	0	590,504
1996	290,446	2,708	219,161	512,315	512,315	0	512,315
1995	290,446	2,715	219,161	512,322	512,322	0	512,322
1994	296,514	2,722	219,161	518,397	518,397	0	518,397
1993	296,514	2,838	219,161	518,513	518,513	0	518,513
1992	226,028	2,955	219,161	448,144	448,144	0	448,144
1991	226,028	3,072	219,161	448,261	448,261	0	448,261
1990	121,712	0	63,814	185,526	185,526	0	185,526
1989	121,712	0	62,985	184,697	184,697	0	184,697
1988	111,471	0	55,526	166,997	166,997	0	166,997
1987	109,248	0	23,868	133,116	133,116	0	133,116
1986	109,598	0	23,868	133,466	133,466	0	133,466
1985	105,458	0	13,497	118,955	118,955	0	118,955
1984	84,039	0	13,497	97,536	97,536	0	97,536
1983	84,039	0	13,497	97,536	97,536	0	97,536
1982	70,196	0	13,497	83,693	83,693	0	83,693

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
12/18/2012	2605 / 1866	10,000,000	WD	12
9/20/2012	2591 / 168	100	QC	11
2/1/2011	2503 / 13	0	CT	11
12/9/2010	2495 / 1752	100	CT	12
5/5/2006	2265 / 1845	3,800,000	WD	Q
12/13/2002	1847 / 1948	1,500,000	WD	Q
9/1/1991	1185 / 426	550,000	WD	Q

This page has been visited 157,030 times.

Monroe County Monroe County Property Appraiser Scott P. Russell, CFA P.O. Box 1176 Key West, FL 33041-1176