

REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this _____ day of _____, 2014, by and between the City of Key West, Florida, a municipal corporation, P.O. Box 1409, Key West, Florida, 33041-1409 (hereinafter "Licensor") and Harborside, LLC, c/o Northwood Investors, LLC, 575 Fifth Avenue, 23rd Floor, New York, New York, 10017 (hereinafter "Licensee").

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.
6. 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:

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

ATTEST:

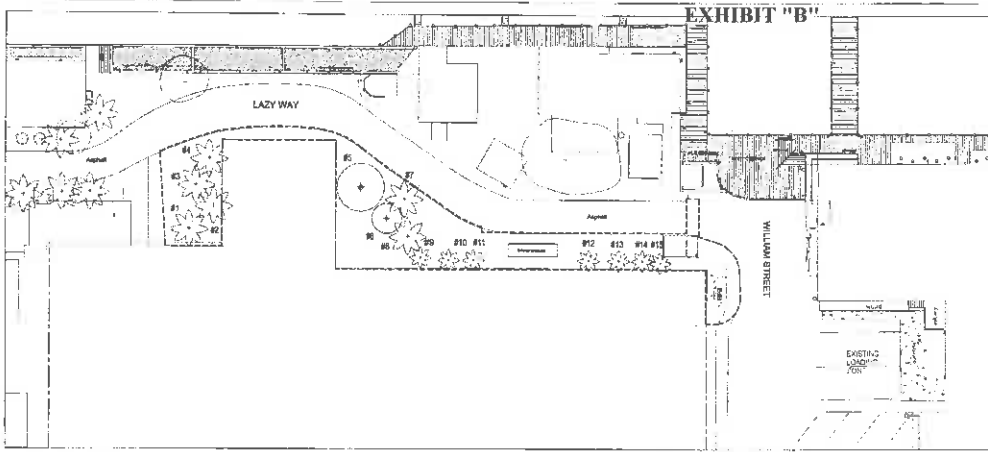
**LICENSOR:
CITY OF KEY WEST, FLORIDA**

Cheryl Smith, City Clerk

By: _____
Jim Scholl, City Manager

WITNESSES:

**LICENSEE:
HARBORSIDE, LLC**



1 TREE DISPOSITION PLAN
SCALE: 1" = 20'-0"

EXISTING TREE & PALM DISPOSITION SCHEDULE

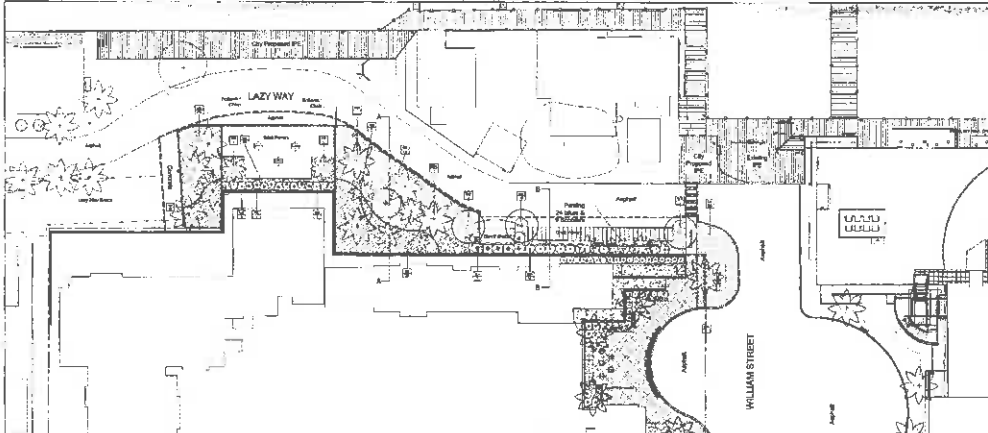
NUMBER	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CALIBER	CONDITION	STATUS
1	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
2	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
3	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
4	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
5	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
6	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
7	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
8	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
9	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
10	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
11	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
12	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
13	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
14	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain
15	Coccothrinax	Coconut	30'-00"	30'	12"	Good	Retain

1 TREE DISPOSITION LIST
SCALE: N/A

CITY OF KEY WEST PROPERTY PLANT LIST

NO.	PLANT NAME	PLANT CODE	PLANT SIZE	PLANT QUANTITY	PLANT COST	PLANT TOTAL
1	Planta	PLA	12"	10	100	1000
2	Planta	PLA	18"	5	500	2500
3	Planta	PLA	24"	3	300	900
4	Planta	PLA	30"	2	200	600
5	Planta	PLA	36"	1	100	100
6	Planta	PLA	42"	1	100	100
7	Planta	PLA	48"	1	100	100
8	Planta	PLA	54"	1	100	100
9	Planta	PLA	60"	1	100	100
10	Planta	PLA	66"	1	100	100
11	Planta	PLA	72"	1	100	100
12	Planta	PLA	78"	1	100	100
13	Planta	PLA	84"	1	100	100
14	Planta	PLA	90"	1	100	100
15	Planta	PLA	96"	1	100	100
16	Planta	PLA	102"	1	100	100
17	Planta	PLA	108"	1	100	100
18	Planta	PLA	114"	1	100	100
19	Planta	PLA	120"	1	100	100
20	Planta	PLA	126"	1	100	100
21	Planta	PLA	132"	1	100	100
22	Planta	PLA	138"	1	100	100
23	Planta	PLA	144"	1	100	100
24	Planta	PLA	150"	1	100	100
25	Planta	PLA	156"	1	100	100
26	Planta	PLA	162"	1	100	100
27	Planta	PLA	168"	1	100	100
28	Planta	PLA	174"	1	100	100
29	Planta	PLA	180"	1	100	100
30	Planta	PLA	186"	1	100	100
31	Planta	PLA	192"	1	100	100
32	Planta	PLA	198"	1	100	100
33	Planta	PLA	204"	1	100	100
34	Planta	PLA	210"	1	100	100
35	Planta	PLA	216"	1	100	100
36	Planta	PLA	222"	1	100	100
37	Planta	PLA	228"	1	100	100
38	Planta	PLA	234"	1	100	100
39	Planta	PLA	240"	1	100	100
40	Planta	PLA	246"	1	100	100
41	Planta	PLA	252"	1	100	100
42	Planta	PLA	258"	1	100	100
43	Planta	PLA	264"	1	100	100
44	Planta	PLA	270"	1	100	100
45	Planta	PLA	276"	1	100	100
46	Planta	PLA	282"	1	100	100
47	Planta	PLA	288"	1	100	100
48	Planta	PLA	294"	1	100	100
49	Planta	PLA	300"	1	100	100
50	Planta	PLA	306"	1	100	100
51	Planta	PLA	312"	1	100	100
52	Planta	PLA	318"	1	100	100
53	Planta	PLA	324"	1	100	100
54	Planta	PLA	330"	1	100	100
55	Planta	PLA	336"	1	100	100
56	Planta	PLA	342"	1	100	100
57	Planta	PLA	348"	1	100	100
58	Planta	PLA	354"	1	100	100
59	Planta	PLA	360"	1	100	100
60	Planta	PLA	366"	1	100	100
61	Planta	PLA	372"	1	100	100
62	Planta	PLA	378"	1	100	100
63	Planta	PLA	384"	1	100	100
64	Planta	PLA	390"	1	100	100
65	Planta	PLA	396"	1	100	100
66	Planta	PLA	402"	1	100	100
67	Planta	PLA	408"	1	100	100
68	Planta	PLA	414"	1	100	100
69	Planta	PLA	420"	1	100	100
70	Planta	PLA	426"	1	100	100
71	Planta	PLA	432"	1	100	100
72	Planta	PLA	438"	1	100	100
73	Planta	PLA	444"	1	100	100
74	Planta	PLA	450"	1	100	100
75	Planta	PLA	456"	1	100	100
76	Planta	PLA	462"	1	100	100
77	Planta	PLA	468"	1	100	100
78	Planta	PLA	474"	1	100	100
79	Planta	PLA	480"	1	100	100
80	Planta	PLA	486"	1	100	100
81	Planta	PLA	492"	1	100	100
82	Planta	PLA	498"	1	100	100
83	Planta	PLA	504"	1	100	100
84	Planta	PLA	510"	1	100	100
85	Planta	PLA	516"	1	100	100
86	Planta	PLA	522"	1	100	100
87	Planta	PLA	528"	1	100	100
88	Planta	PLA	534"	1	100	100
89	Planta	PLA	540"	1	100	100
90	Planta	PLA	546"	1	100	100
91	Planta	PLA	552"	1	100	100
92	Planta	PLA	558"	1	100	100
93	Planta	PLA	564"	1	100	100
94	Planta	PLA	570"	1	100	100
95	Planta	PLA	576"	1	100	100
96	Planta	PLA	582"	1	100	100
97	Planta	PLA	588"	1	100	100
98	Planta	PLA	594"	1	100	100
99	Planta	PLA	600"	1	100	100
100	Planta	PLA	606"	1	100	100

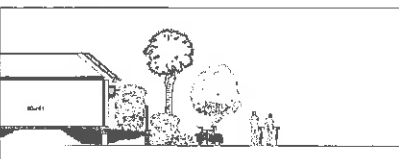
1 PLANT LISTS
SCALE: N/A



2 LANDSCAPE PLAN
SCALE: 1" = 20'-0"



3 SECTION A
SCALE: 1/4" = 1'-0"



4 SECTION B
SCALE: 1/4" = 1'-0"

ELIZABETH NEWLAND
LANDSCAPE ARCHITECTURE LLC
2075 Third Ave. Suite 204
Key West, FL 33440
305.241.1211
elizabeth@newland.com

LAZY WAY
KEY WEST, FLORIDA

Drawing Date: Project P
Drawing No: 10000-01
Date: 10/1/2011
Project Number: **L-1.0**
Date: 10/1/2011

THESE LANDSCAPE PLANS ARE FOR INFORMATION ONLY AND HAVE BEEN PREPARED FOR AND PROVIDED TO HARBORSIDE LLC. THE CITY OF KEY WEST IS RESPONSIBLE FOR PROVIDING FUNDING FOR PLANS FOR PARKING, GRADING, DRAINAGE AND THE ELECTRICAL FOR ALL CITY OWNED PROPERTY.