

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, guardrails, 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.

Section 2: 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 Commission at a meeting held  
this 21st day of October, 2014.

Authenticated by the presiding officer and Clerk of the  
Commission on October 22, 2014.

Filed with the Clerk October 22, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Absent</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

## REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this 24<sup>TH</sup> day of OCTOBER, 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:

*Cheryl Smith*

Cheryl Smith, City Clerk

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

By: *Jim Scholl*

Jim Scholl, City Manager

**WITNESSES:**

*Joshua Silverman*

*[Signature]*

**LICENSEE:  
HARBORSIDE, LLC**

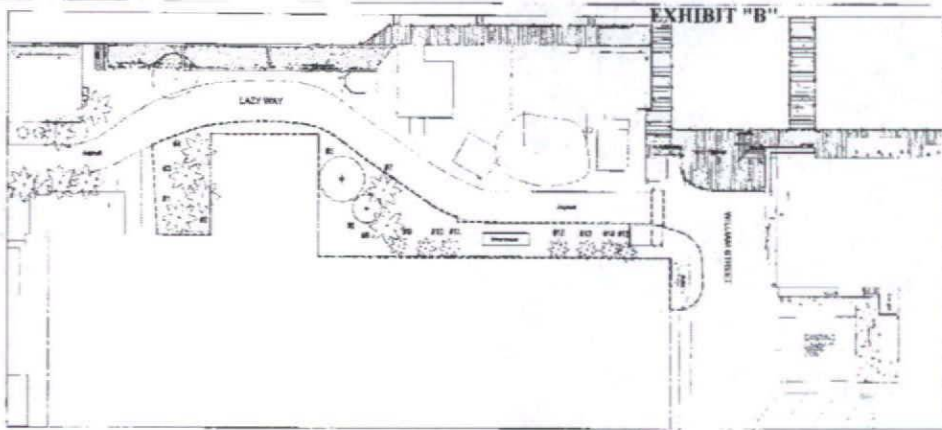
*[Signature]*

*Jonathan Wry*  
MD





**EXHIBIT "B"**



1 TREE DISPOSITION PLAN

**EXISTING TREES & DISPOSITION SUMMARY**

NO.	DATE	SP. NO.	COMMON NAME	HEIGHT	DBH	HEALTH	REMARKS
1	10/15/10	101	FLORIDA PALM	12	4.5	100%	GOOD
2	10/15/10	102	FLORIDA PALM	10	3.5	100%	GOOD
3	10/15/10	103	FLORIDA PALM	8	2.5	100%	GOOD
4	10/15/10	104	FLORIDA PALM	6	2.0	100%	GOOD
5	10/15/10	105	FLORIDA PALM	4	1.5	100%	GOOD
6	10/15/10	106	FLORIDA PALM	3	1.0	100%	GOOD
7	10/15/10	107	FLORIDA PALM	2	0.8	100%	GOOD
8	10/15/10	108	FLORIDA PALM	1	0.6	100%	GOOD
9	10/15/10	109	FLORIDA PALM	1	0.5	100%	GOOD
10	10/15/10	110	FLORIDA PALM	1	0.4	100%	GOOD
11	10/15/10	111	FLORIDA PALM	1	0.3	100%	GOOD
12	10/15/10	112	FLORIDA PALM	1	0.2	100%	GOOD
13	10/15/10	113	FLORIDA PALM	1	0.1	100%	GOOD
14	10/15/10	114	FLORIDA PALM	1	0.1	100%	GOOD
15	10/15/10	115	FLORIDA PALM	1	0.1	100%	GOOD

2 TREE DISPOSITION LIST

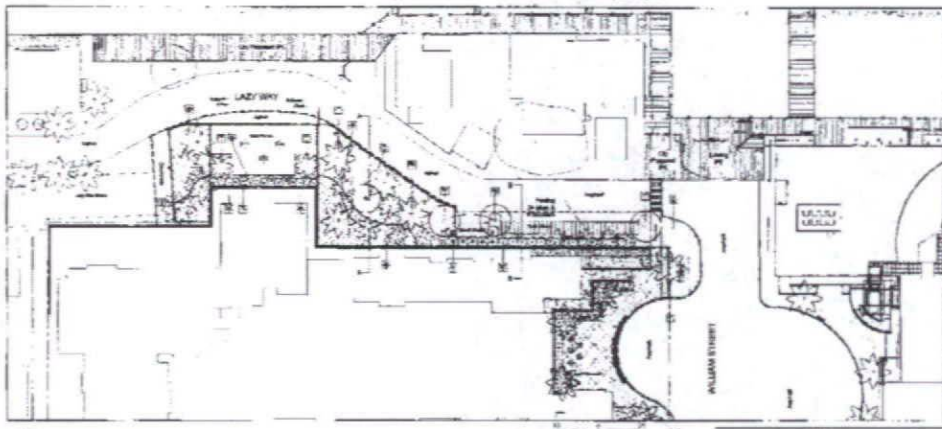
**CITY OF KEY WEST PROPERTY PLANT LIST**

NO.	DATE	SP. NO.	COMMON NAME	HEIGHT	DBH	HEALTH	REMARKS
1	10/15/10	201	FLORIDA PALM	12	4.5	100%	GOOD
2	10/15/10	202	FLORIDA PALM	10	3.5	100%	GOOD
3	10/15/10	203	FLORIDA PALM	8	2.5	100%	GOOD
4	10/15/10	204	FLORIDA PALM	6	2.0	100%	GOOD
5	10/15/10	205	FLORIDA PALM	4	1.5	100%	GOOD
6	10/15/10	206	FLORIDA PALM	3	1.0	100%	GOOD
7	10/15/10	207	FLORIDA PALM	2	0.8	100%	GOOD
8	10/15/10	208	FLORIDA PALM	1	0.6	100%	GOOD
9	10/15/10	209	FLORIDA PALM	1	0.5	100%	GOOD
10	10/15/10	210	FLORIDA PALM	1	0.4	100%	GOOD
11	10/15/10	211	FLORIDA PALM	1	0.3	100%	GOOD
12	10/15/10	212	FLORIDA PALM	1	0.2	100%	GOOD
13	10/15/10	213	FLORIDA PALM	1	0.1	100%	GOOD
14	10/15/10	214	FLORIDA PALM	1	0.1	100%	GOOD
15	10/15/10	215	FLORIDA PALM	1	0.1	100%	GOOD

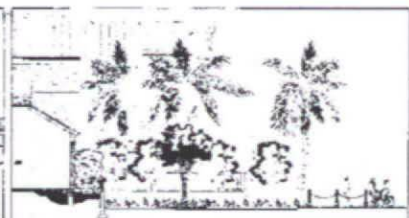
**HARBORSIDE LLC PROPERTY PLANT LIST**

NO.	DATE	SP. NO.	COMMON NAME	HEIGHT	DBH	HEALTH	REMARKS
1	10/15/10	301	FLORIDA PALM	12	4.5	100%	GOOD
2	10/15/10	302	FLORIDA PALM	10	3.5	100%	GOOD
3	10/15/10	303	FLORIDA PALM	8	2.5	100%	GOOD
4	10/15/10	304	FLORIDA PALM	6	2.0	100%	GOOD
5	10/15/10	305	FLORIDA PALM	4	1.5	100%	GOOD
6	10/15/10	306	FLORIDA PALM	3	1.0	100%	GOOD
7	10/15/10	307	FLORIDA PALM	2	0.8	100%	GOOD
8	10/15/10	308	FLORIDA PALM	1	0.6	100%	GOOD
9	10/15/10	309	FLORIDA PALM	1	0.5	100%	GOOD
10	10/15/10	310	FLORIDA PALM	1	0.4	100%	GOOD
11	10/15/10	311	FLORIDA PALM	1	0.3	100%	GOOD
12	10/15/10	312	FLORIDA PALM	1	0.2	100%	GOOD
13	10/15/10	313	FLORIDA PALM	1	0.1	100%	GOOD
14	10/15/10	314	FLORIDA PALM	1	0.1	100%	GOOD
15	10/15/10	315	FLORIDA PALM	1	0.1	100%	GOOD

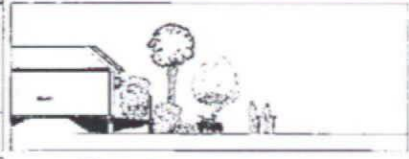
3 PLANT LIST



2 LANDSCAPE PLAN



SECTION A



SECTION B

**ELIZABETH NEWLAND**  
 LANDSCAPE ARCHITECTURE, LLC  
 2000 N. MIAMI AVENUE  
 SUITE 200  
 MIAMI, FL 33136  
 TEL: 305.371.1111  
 FAX: 305.371.1112  
 WWW: ELIZABETHNEWLAND.COM

**LAZY WAY**  
 KEY WEST, FLORIDA

DATE: 10/15/10  
 SCALE: AS SHOWN  
 SHEET NO. L-1.0

## 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:	June 10, 2014 (approved)
HARC:	July 15, 2014 (approved)
Development Review Committee:	August 28, 2014 (reviewed)
City Commission:	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:

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 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.
6. 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.

RECEIVED

AUG 07 2014



# Application For Revocable License

CITY OF KEY WEST  
PLANNING DEPT.  
City of Key West, Florida • Planning Department  
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, KEY WEST, FLORIDA 33040

Zoning District: ARCC-1 Real Estate (RE) #: 00000840-000000

Property located within the Historic District?  Yes  No

**APPLICANT:**  Owner  Authorized Representative

Name: ELIZABETH NEWLAND

Mailing Address: PO. Box 2039

City: Key West State: FL Zip: 33045

Home/Mobile Phone: 305-481-6301 Office: 354-816-301 Fax: NA

Email: liznewland@bellsouth.net

**PROPERTY OWNER: (if different than above)**

Name: HARBORSIDE LLC

Mailing Address: 575 FIFTH AVE, 23 FLOOR

City: New York State: NY Zip: 10017

Home/Mobile Phone: 212-573-0841 Office: 212-573-0841 Fax: NA

Email: jkerhberg@northwoodinvestors.com

**Description of requested revocable license and use:**

INSTALLATION OF LANDSCAPING AND  
MAINTENANCE ON LAZY WAY

Are there any easements, deed restrictions or other encumbrances attached to the property?  Yes  No

If yes, please describe and attach relevant documents: \_\_\_\_\_

# Verification

**City of Key West  
Planning Department**



**Verification Form**

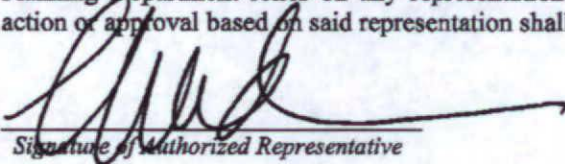
*(Where Authorized Representative is an individual)*

I, ELIZABETH NEWLAND being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

200 WILLIAM STREET, KEY WEST, FL 33040

*Street address of subject property*

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

  
\_\_\_\_\_  
*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this 8/6/14 by \_\_\_\_\_

*date*

Elizabeth Newland

*Name of Authorized Representative*

He/She is personally known to me or has presented \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
*Notary's Signature and Seal*

\_\_\_\_\_  
*Name of Acknowledger typed, printed or stamped*



\_\_\_\_\_  
*Commission Number, if any*

# **Authorization**



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.

I, Michael P. Sullivan as  
*Please Print Name of person with authority to execute documents on behalf of entity*

CFO of HARBORSIDE, LLC  
*Name of office (President, Managing Member)* *Name of owner from deed*

authorize ELIZABETH NEULAND  
*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]  
*Signature of person with authority to execute documents on behalf on entity owner*

Subscribed and sworn to (or affirmed) before me on this 7<sup>th</sup> day of August 2014  
*Date*

by Michael P. Sullivan  
*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's Signature and Seal*

Melissa Lopez  
*Name of Acknowledger typed, printed or stamped*

MELISSA LOPEZ  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LO604421  
Qualified in Nassau County  
My Commission Expires July 03, 2018

01LO604421  
*Commission Number, if any*

**Deed**

This instrument prepared by:  
Marvin C. Bynum II  
Godfrey & Kahn, S.C.  
780 North Water Street  
Milwaukee, WI 53202

Doc# 1913530 12/27/2012 10:50AM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

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

Doc# 1913530  
Bk# 2605 Pg# 1866

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

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(SPACE ABOVE THIS LINE FOR RECORDING DATA)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made and entered into as of the 21<sup>st</sup> 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

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

[SIGNATURE NEXT PAGE FOLLOWING]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

WITNESSES:

M&I REGIONAL PROPERTIES, LLC

*John Sedler*  
(signature)  
Name: John Sedler  
(print)

By: *Steven Hedor*  
Name/Title: STEVEN J. HEDOR, V.P.

*Jane Endries*  
(signature)  
Name: Jane Endries  
(print)

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me the 18<sup>th</sup> day of December, 2012, by Steven J. Hedor, 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.

*Jane L. Benesh*  
Notary Public, State of Wisconsin  
My Commission: 9-14-14



**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 corner 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 Southwesterly 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 9 feet to a point; thence at right angles in a Northeasterly 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 Southwesterly a distance of 6.00 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 Southeasterly and at right angles for a distance of 57.20 feet; thence Southwesterly and at right angles for a distance of 6.50 feet to the POINT OF BEGINNING.

**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 'T', 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



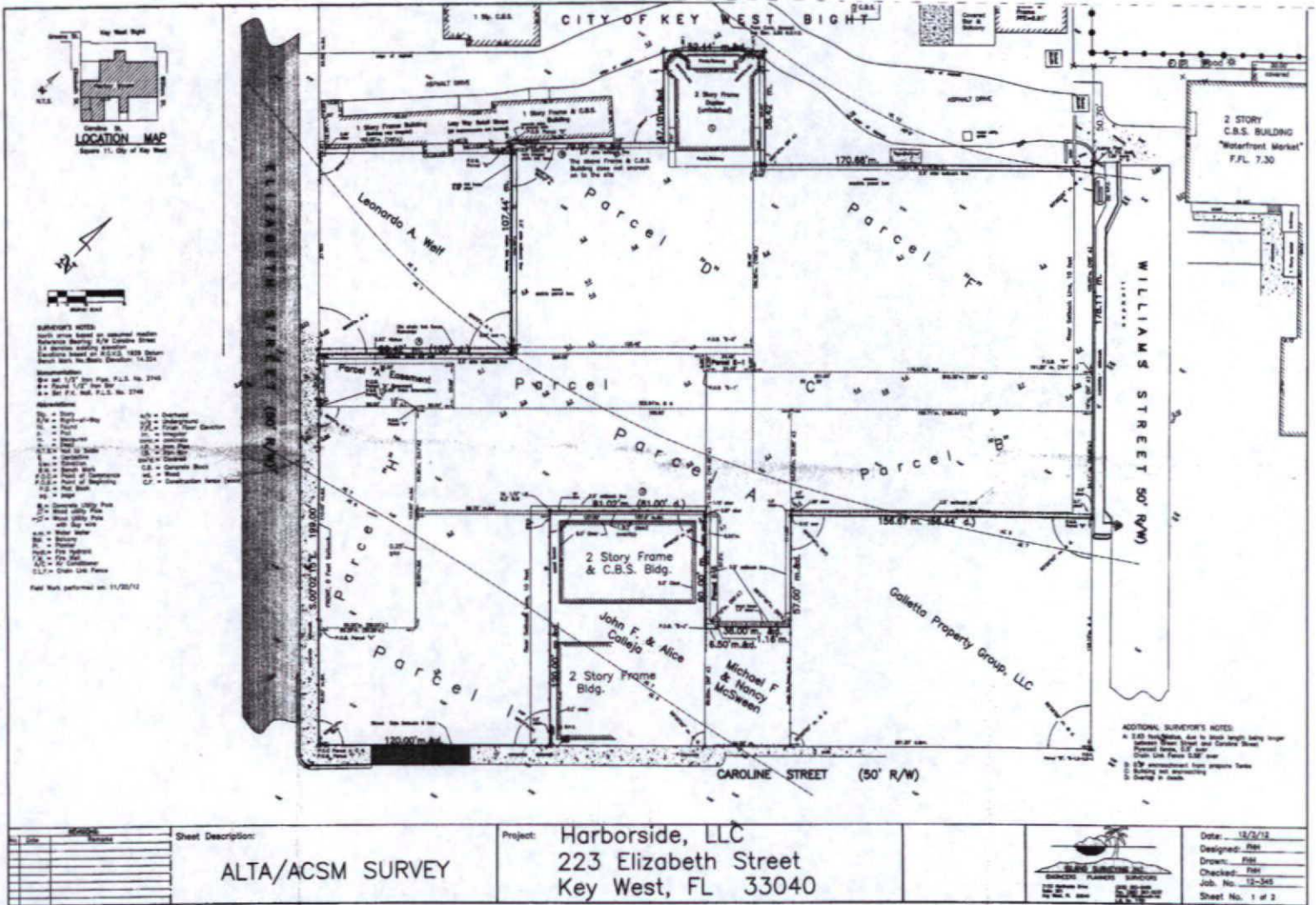
Northeasterly Right-of-Way line of Elizabeth Street for a distance of 199.00 feet; thence at a right angle and in a Northeasterly direction for a distance of 99.42 feet; thence at a right angle and in a Northwesterly direction for a distance of 107.44 feet; thence at an angle of  $90^{\circ}07'19''$  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  $90^{\circ}02'15''$  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  $89^{\circ}57'45''$  to the right and in a Southeasterly direction for a distance of 57.00 feet; thence at an angle of  $89^{\circ}57'45''$  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  $90^{\circ}02'15''$  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.

**EXHIBIT B**

1. 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.
2. 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.
3. Restrictions imposed on property lying within the Historical Preservation Area of the City of Key West, Florida.
4. Subject to terms and provisions contained in Resolution No. 2012-227 recorded September 19, 2012 in Official Records Book 2589, Page 1883.

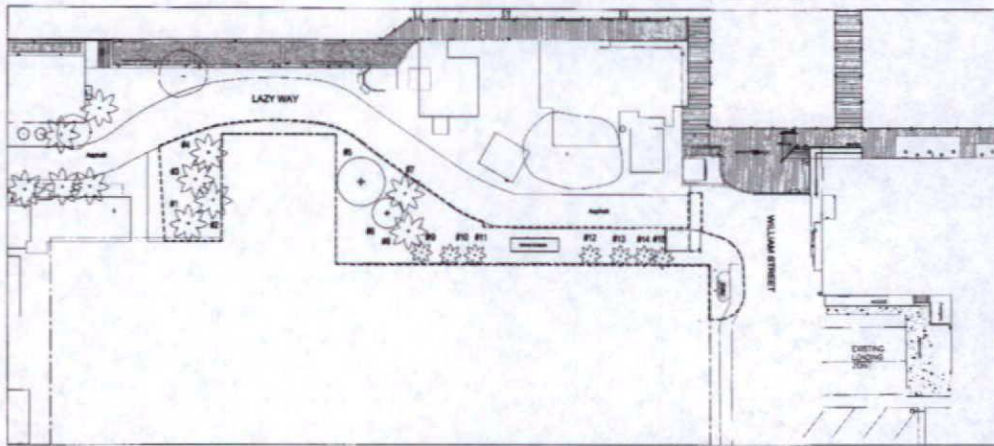
8794486\_2

# Survey





## **Site Plans**



1 TREE DISPOSITION PLAN  
SCALE: 1/8" = 1'-0"

**EXISTING TREE & PALM DISPOSITION SCHEDULE**

NUMBER	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CALIPER	CONDITION	STATUS
1	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...

2 TREE DISPOSITION LIST  
SCALE: N/A

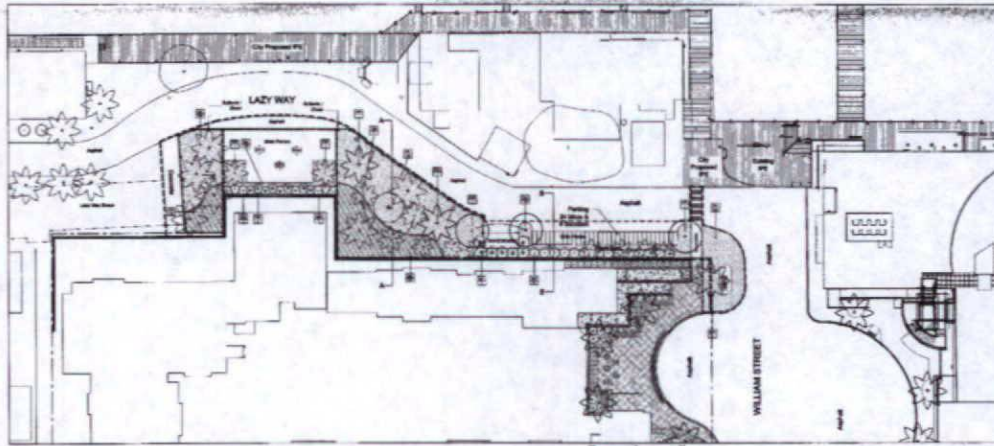
**CITY OF KEY WEST PROPERTY PLANT LIST**

NO.	PLANT NAME	QUANTITY	SIZE	DATE	PLANTER	PLANTER	PLANTER	PLANTER	PLANTER
1	...	...	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...	...	...

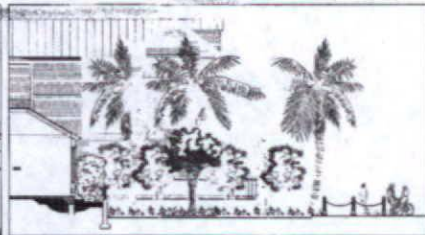
**HANDSIDE LLC PROPERTY PLANT LIST**

NO.	PLANT NAME	QUANTITY	SIZE	DATE	PLANTER	PLANTER	PLANTER	PLANTER	PLANTER
1	...	...	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...	...	...
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11	...	...	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...	...	...
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19	...	...	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...	...	...

3 PLANT LISTS  
SCALE: N/A



4 LANDSCAPE PLAN  
SCALE: 1/8" = 1'-0"



5 SECTION A  
SCALE: 1/8" = 1'-0"



6 SECTION B  
SCALE: 1/8" = 1'-0"

**ELIZABETH NEWLAND**  
LANDSCAPE ARCHITECT, L.L.C.  
3001 Pine Street, Suite 200  
Key West, Florida 33440  
305.491.2222  
enl@elizabethnewland.com

DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
SHEET NO.: \_\_\_\_\_  
SHEET TOTAL: \_\_\_\_\_

**LAZY WAY**  
KEY WEST, FLORIDA

Project No. \_\_\_\_\_  
Sheet No. \_\_\_\_\_  
Date: \_\_\_\_\_  
Scale: \_\_\_\_\_  
**LANDSCAPE PLAN**  
L-1.0

## **Additional Information**



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**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.**

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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:

<u>Officer</u>	<u>Title</u>
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 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**

<a href="#">04/24/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2013 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2011 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

[Florida - #qq#Subdfj#ErgIny](#)  
[Vidwh#SECorugd/AGhedup hqer#Widwh](#)

# **Property Appraiser Information**



**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

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

**Property Record Card -**  
**Maps are now launching the new map application version.**

Website tested on IE8, IE9, & Firefox.  
Requires Adobe Flash 10.3 or higher

**Alternate Key: 1000850 Parcel ID: 00000840-000000**

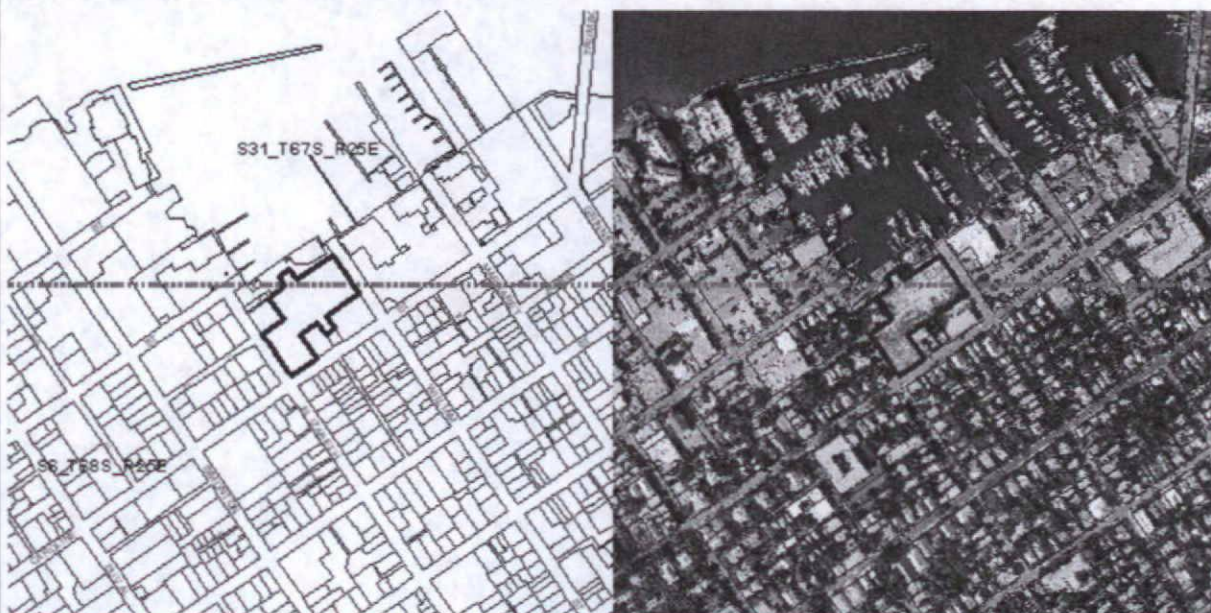
**Ownership Details**

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

**Property Details**

PC Code: 10 - VACANT COMMERCIAL  
Millage Group: 12KW  
Affordable Housing: No  
Section-Township-Range: 06-68-25  
Property Location: 701 CAROLINE ST KEY WEST  
709 CAROLINE ST KEY WEST  
200 WILLIAM ST KEY WEST  
Legal Description: 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 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 OR1286-1646/48R/S OR1286-1649/51R/S OR1286-1652/53R/S OR1291-1412/14 OR1291-1415/17 OR1309-1856/57R/S OR1309-1858/59R/S OR1662 -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 SF

**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	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	10,368	Commercial	PLUMBING FOR FITNESS BUILDING.	
	13-1927	09/24/2013	13,824	Commercial	ELECTRIC FOR FITNESS CENTER BUILDING	
	13-1925	09/24/2013	4,493	Commercial	HVAC FOR FITNESS CENTER.	
	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	9903636	10/27/1999	12/15/1999	4,800	ROOF
1	0003952	12/08/2000	12/19/2000	1,500	PAINT BUILDING
1	03-0616	05/12/2003	07/21/2003	85,000	REMODELED INTERIOR
1	04-2702	08/18/2004	12/13/2004	14,385	GRAVEL ROOF
1	05-0771	03/10/2005	10/13/2005	10,000	replace two 2-ton a/c on 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	<u>WD</u>	<u>12</u>
9/20/2012	2591 / 168	100	<u>QC</u>	<u>11</u>
2/1/2011	2503 / 13	0	<u>CT</u>	<u>11</u>
12/9/2010	2495 / 1752	100	<u>CT</u>	<u>12</u>
5/5/2006	2265 / 1845	3,800,000	<u>WD</u>	<u>Q</u>
12/13/2002	1847 / 1948	1,500,000	<u>WD</u>	<u>Q</u>
9/1/1991	1185 / 426	550,000	<u>WD</u>	<u>Q</u>

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