

This instrument prepared by and return to:
Larry R. Erskine, Esq.
City Attorney's Office
P.O. Box 1409
Key West, FL 33041-1409

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 2015, by and between **HARBORSIDE, LLC**, a Florida limited liability company (hereinafter "Grantor"), and the **CITY OF KEY WEST, FLORIDA**, a municipal corporation, (hereinafter "City").

WHEREAS, Grantor and City entered into that certain Easement Agreement dated January 6, 2015 and recorded in Official Record Book 2726, Page 1768 of the Official Records of Monroe County, Florida ("Easement") regarding a sidewalk easement adjacent to William Street on Grantor's property; and

WHEREAS, Grantor and City wish to amend Exhibit "A" and Exhibit "B" of the Easement as set forth in this Amendment.

NOW, THEREFORE, in mutual consideration of the benefits accruing to the parties through performance of the terms of this Amendment, the parties agree as follows:

1. Defined Terms. All initially capitalized terms used in this Amendment and not defined in this Amendment shall have the same meanings set forth in the Easement. Notwithstanding the foregoing, the defined term "Easement" shall include the Easement and this Amendment.

2. Amendments.

(a) Exhibit "A" of the Easement is hereby replaced with Exhibit "A" attached hereto and incorporated herein by this reference.

(b) Exhibit "B" of the Easement is hereby replaced with Exhibit "B" attached hereto and incorporated herein by this reference.

3. Conflict. Except as specifically modified in this Amendment, all of the terms and conditions of the Easement shall remain in full force and effect, and are hereby ratified by Seller and Purchaser. In the event of any conflict between the terms contained in the Easement and this Amendment, the terms of this Amendment shall control.

4. Interpretation. This Amendment shall be interpreted as though each party contributed equally to its contents.

5. Entire Agreement. This Amendment and the Easement, and any exhibits to either, constitute the entire agreement between the parties hereto, and there are no other agreements or understandings relative to the transaction evidenced by such instruments not contained in this Amendment and the Easement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

HARBORSIDE, LLC

By: LaSalle Hotel Operating Partnership, L.P.,
a Delaware limited partnership,
its sole Member

Witness Name: _____

By: _____
Name: _____
Title: _____

Witness Name: _____

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of LaSalle Hotel Operating Partnership, L.P., a Delaware limited partnership, as the sole Member of Harborside, LLC, who is personally known to me, or who [] produced _____ as identification.

My commission expires: _____

Notary Public
Print

name:

[SIGNATURE PAGE CONTINUED ON NEXT PAGE]

CITY OF KEY WEST, FLORIDA

Witness Name: _____

By: _____
Craig Cates, Mayor

Witness Name: _____

Attest: _____
Cheryl Smith
City Clerk

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 2015, by Craig Cates, as Mayor of the City of Key West, who is personally known to me, or who [] produced _____ as identification.

My commission expires: _____

Notary Public
Print

name:

EXHIBIT "A"

Legal Description of Grantor's Real Property

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 200.00 FEET; THENCE AT A RIGHT ANGLE AND IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 100.00 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 176.26 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 58.85 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.

EXHIBIT "B"

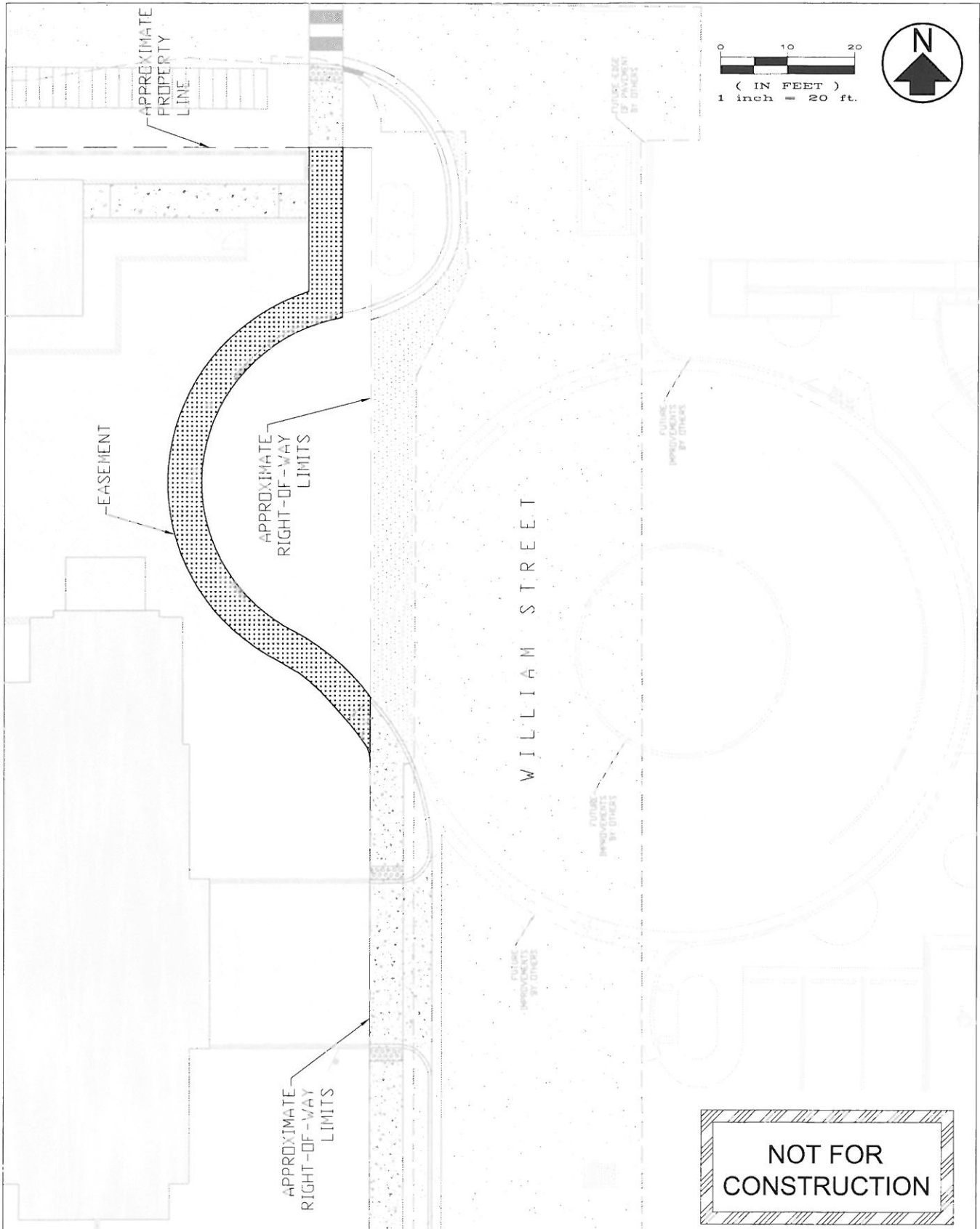
Legal Description and Sketch of Easement Area

A PARCEL OF LAND LYING IN THE CITY OF KEY WEST, MONROE COUNTY, FLORIDA AND ALSO BEING KNOWN AS A PORTION OF SQUARE 11, ACCORDING TO WILLIAM A. WHITEHEAD'S MAP OF THE CITY OF KEY WEST, DELINEATED IN FEBRUARY 1829. AD. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CAROLINE STREET AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAM STREET; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAM STREET FOR A DISTANCE OF 201.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED, SAID POINT ALSO BEING A POINT ON A CURVE; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 25.21 FEET, WITH A RADIUS OF 46.00 FEET, WITH A CHORD BEARING OF N 74°21'40" W, WITH A CHORD LENGTH OF 24.89 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 69.68 FEET, WITH A RADIUS OF 31.50 FEET, WITH A CHORD BEARING OF N 26°41'23" W, WITH A CHORD LENGTH OF 56.32 FEET; THENCE N 34°03'35" W A DISTANCE OF 20.43 FEET; THENCE N 55°56'25" E A DISTANCE OF 8.88 FEET TO THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAM STREET; THENCE S 34°03'35" E ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAM STREET A DISTANCE OF 23.71 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 66.01 FEET, WITH A RADIUS OF 26.50 FEET, WITH A CHORD BEARING OF S 18°41'53" E, WITH A CHORD LENGTH OF 50.22 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 18.77 FEET, WITH A RADIUS OF 51.00 FEET, WITH A CHORD BEARING OF S 79°30'47" E, WITH A CHORD LENGTH OF 18.67 FEET TO THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAM STREET; THENCE S 34°03'35" E ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAM STREET FOR A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 632.39 SQUARE FEET MORE OR LESS.

(Sketch is on the following page.)



**NOT FOR
CONSTRUCTION**

**WILLIAM ST EASEMENT
FOR
KEY WEST SEAPORT HOTEL**



201 W. MARION AVE, SUITE 1306
PUNTA GORDA, FLORIDA 33950
(941) 505-1700

Design	Drawn	Checked
JNB	JNB	JNB
Approved by		MJG
Scale:		1" = 20'
Job No.		12065.006
Date Issued		12/22/2014
Sheet No.		1 of 1

EB # 6656

Exhibit B