

RESOLUTION NO. 15-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED EASEMENT AGREEMENT BETWEEN THE CITY OF KEY WEST AND HARBORSIDE, LLC, GRANTING THE CITY OF KEY WEST THE RIGHT TO USE PORTIONS OF PROPERTY LOCATED AT 200 WILLIAM STREET AS PUBLIC SIDEWALK ALONG WILLIAM STREET AND LAZY WAY LANE; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached Easement Agreement between the City of Key West and Harborside, LLC, is hereby approved.

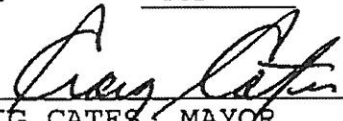
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of January, 2015.

Authenticated by the presiding officer and Clerk of the  
Commission on January 7, 2015.

Filed with the Clerk January 7, 2015.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</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

## EXECUTIVE SUMMARY



**To:** Jim Scholl, City Manager

**From:** Kevin Bond, Acting Planning Director / Senior Planner  
Larry Erskine, Assistant City Attorney

**Meeting Date:** January 6, 2015

**RE:** Acceptance of an easement from Harborside, LLC for public use of a sidewalk located on property at 200 William Street (RE # 00000840-000000, AK # 1000850)

### ACTION STATEMENT:

Request: To enter into an easement agreement with Harborside, LLC allowing public use of a sidewalk on property located at 200 William Street providing a connecting between public sidewalks along William Street and Lazy Way Lane.



### BACKGROUND:

Previously, the City Commission approved a settlement agreement through Resolution No. 11-188 and a development agreement through Resolution No. 12-227 for the redevelopment of a former trailer park on property located at 200 William Street (also known as 223 Elizabeth Street). These agreements indicated that Harborside, LLC was responsible for including certain improvements constructed at their expense. One of these improvements is a pedestrian sidewalk on William Street adjacent to the property.

During redevelopment of the property, it became necessary to route a portion of the public sidewalk along William Street onto Harborside's property. The City requested that Harborside

allow the City to locate this portion of the sidewalk on Harborside's property. The attached easement agreement represents the mutual agreement between Harborside and the City for public access across the portion of sidewalk located on private property between William Street and Lazy Way Lane. Per the agreement, Harborside is responsible for constructing an ADA-compliant sidewalk within the easement area and maintain the sidewalk permanently. The easement ensures public access along the sidewalk. The proposed easement area is further described in Exhibit "B" of the easement agreement.

**Options / Advantages / Disadvantages:**

**Option 1.** Approve the resolution entering into the easement agreement.

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

**Financial Impact:** There would be no cost to the City for entering into the easement agreement. The portion of the sidewalk on private property was constructed at Harborside's expense and Harborside (and its successors) is responsible for its permanent maintenance.

**Option 2.** Do not pass the resolution.

**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 not entering into the easement agreement. However, public access to the sidewalk would not be ensured, resulting in pedestrians having to walk within the street or entering private property.

**RECOMMENDATION: Option 1.**

Staff recommends to the City Commission **APPROVAL** of the proposed Resolution entering into the attached easement agreement.



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

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into this 6<sup>th</sup> day of JANUARY, 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 is the owner in fee simple of real property located at 223 Elizabeth Street, Key West, Florida, and more particularly described on Exhibit "A", which is attached hereto and incorporated by reference; and

**WHEREAS**, Grantor's property is adjacent to the City's right-of-way known as William Street; and

**WHEREAS**, Grantor is currently redeveloping the property located at 223 Elizabeth Street pursuant to the terms and conditions contained in the Major Development Plan applicable to the property and approved by the City Commission of the City of Key West, Florida, pursuant to Resolution 12-237; and

**WHEREAS**, Grantor's redevelopment of the property located at 223 Elizabeth has necessitated the rerouting of a portion of City's sidewalk adjacent to William Street onto a portion of Grantor's property; and

**WHEREAS**, CITY has requested that Grantor permit CITY to locate a portion of its sidewalk adjacent to William Street on Grantor's property; and

**WHEREAS**, the Grantor, as owner of the real property, in consideration of the mutual promises contained herein, desires to grant and convey unto CITY an easement subject to certain terms and conditions.

**NOW, THEREFORE**, in mutual consideration of the benefits accruing to the parties through performance of the terms of this Agreement

1. Grantor hereby grants a non-exclusive easement to the CITY over that portion of Grantor's property more particularly described on Exhibit "B", which is attached hereto and incorporated by reference (the "Easement Area") solely for the purposes described in paragraph 3 below. This Agreement and the rights granted herein shall commence on the day and date first above written and shall remain in perpetuity unless terminated as provided for herein.

2. Grantor shall construct an ADA-compliant sidewalk on the Easement Area according to standards and specifications approved by CITY. Further, Grantor shall maintain the said sidewalk in perpetuity.

3. The CITY, its successors, assigns, and members of the public shall have the right to enter and depart over, across and upon the Grantor's property as set forth on Exhibit "B" as necessary to the proper use of the Easement Area as a public sidewalk, upon the condition that the CITY shall not unreasonably interfere with the Grantor's use of its property.

4. Grantor shall furnish and maintain the Easement Area free of and clear from any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would materially interfere with the CITY'S safe and proper operation of the public sidewalk located in the Easement Area or which would interfere with any other right granted to the CITY herein.

5. To the extent provided by section 768.28, Florida Statutes, the CITY shall be responsible for any claim, loss, damage, cost, charge, or expense arising out of any error, omission, or negligent act by the CITY or its employees in the performance of this Agreement. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity, nor shall any provision of this Agreement increase the liability of the CITY, or the sums for which the CITY may be liable, beyond the limits provided in 768.28, Florida Statutes.

6. All covenants, stipulations, terms, conditions, and provisions of this Agreement shall extend to, benefit and be made binding upon respective successors and assigns of the CITY and Grantor. It is intended that this Agreement shall be recorded and be binding upon future owners of the above described property.

7. The Grantor does hereby warrant good and marketable title for the Easement Area and that it has full power to grant this easement.

8. This Agreement sets forth all the covenants, promises, agreements, and understandings between CITY and Grantor concerning the easement granted herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon CITY or Grantor unless reduced to writing and duly executed by both parties.

9. This Agreement shall be governed by Florida law.

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

Signed, sealed and delivered in the presence of:

**HARBORSIDE, LLC**

By: NW Harborside LLC, Managing Member

By: Northwood Real Estate Partners, LP, Managing Member

By: Northwood GP LLC, General Partner

By: [Signature]  
Michael Sullivan, Chief Financial Officer

[Signature]  
Witness Name: Jordan Korning

[Signature]  
Witness Name: Joshua Silverman

The foregoing Easement Agreement was acknowledged before me this 1<sup>st</sup> day of December, 2014, by Michael Sullivan, as Chief Financial Officer of Northwood GP LLC, the General Partner of Northwood Real Estate Partners, LP, the Managing Member of NW Harborside LLC, the Managing Member of Harborside, LLC, who is personally known to me, or who [ ] produced N/A as identification.

My commission expires: July 3, 2018

[Signature]  
Notary Public  
Print name: Melissa Lopez

[SIGNATURE PAGE CONTINUED ON NEXT PAGE]

MELISSA LOPEZ  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LO6044421  
Qualified in Nassau County  
My Commission Expires July 03, 2018

CITY OF KEY WEST, FLORIDA

[Signature]  
Witness Name: Lissette Cuervo-Carey

By: [Signature]  
Craig Cates, Mayor

Angela Budde  
Witness Name: Angela Budde

Attest: [Signature]  
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.

[Signature]  
Notary Public

Print name: SUSAN P. HARRISON

My commission expires:



## 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 A 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 GREEN 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 '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 A. 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.

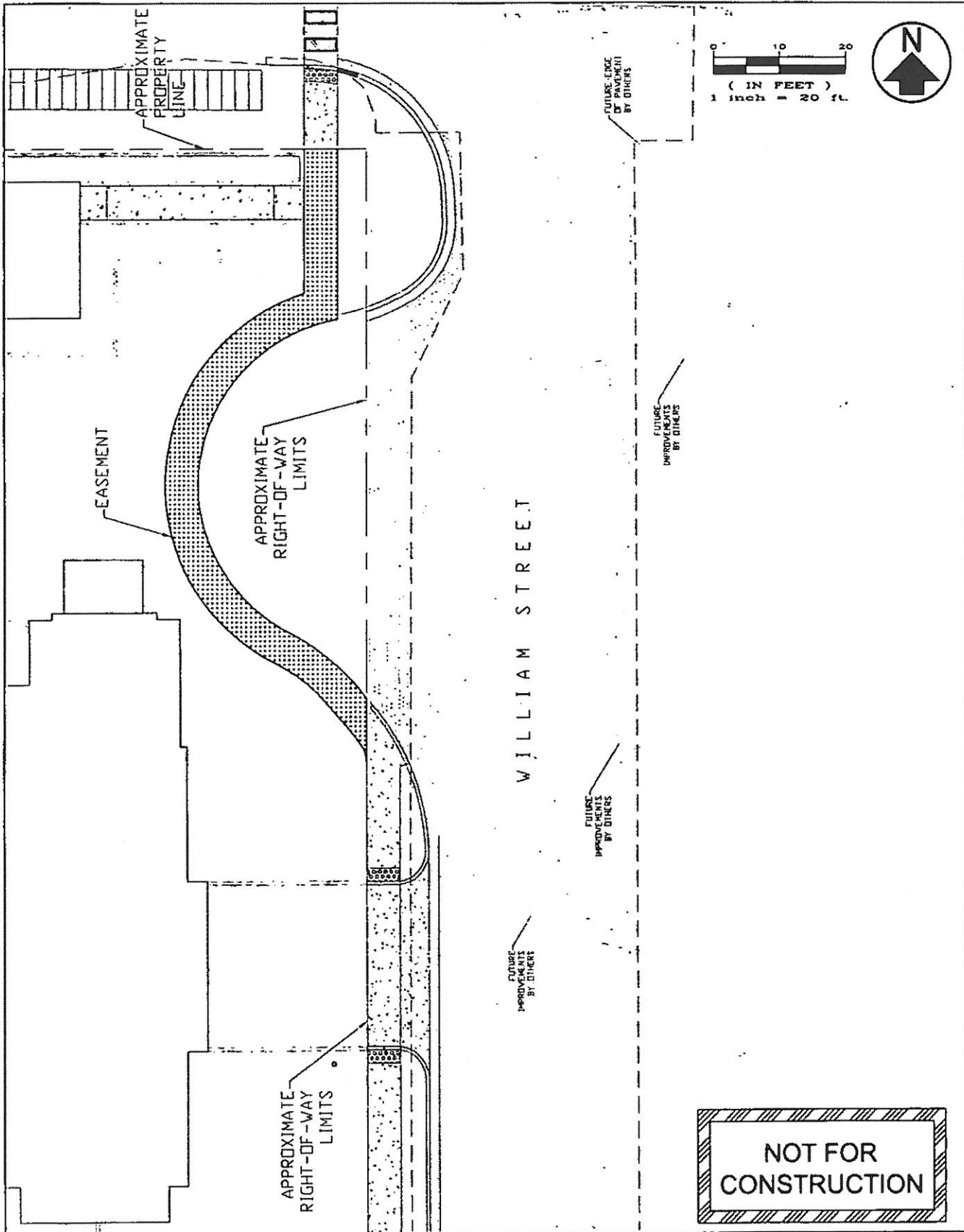
THE ABOVE DESCRIBED LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.



A.P.N. 1000779  
A.P.N. 1000761  
A.P.N. 1000744  
A.P.N. 1000736  
A.P.N. 8819188  
A.P.N. 8819196  
A.P.N. 1000752  
A.P.N. 1000825  
A.P.N. 1000850



**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		MJC
Scale:		1" = 20'
Job No.	12066.006	
Date Issued 12/22/2014		
Sheet No.	1 of 1	

EB # 6658

**Exhibit B**

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

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into this 6<sup>th</sup> day of JANUARY, 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 is the owner in fee simple of real property located at 223 Elizabeth Street, Key West, Florida, and more particularly described on Exhibit "A", which is attached hereto and incorporated by reference; and

**WHEREAS**, Grantor's property is adjacent to the City's right-of-way known as William Street; and

**WHEREAS**, Grantor is currently redeveloping the property located at 223 Elizabeth Street pursuant to the terms and conditions contained in the Major Development Plan applicable to the property and approved by the City Commission of the City of Key West, Florida, pursuant to Resolution 12-237; and

**WHEREAS**, Grantor's redevelopment of the property located at 223 Elizabeth has necessitated the rerouting of a portion of City's sidewalk adjacent to William Street onto a portion of Grantor's property; and

**WHEREAS**, CITY has requested that Grantor permit CITY to locate a portion of its sidewalk adjacent to William Street on Grantor's property; and

**WHEREAS**, the Grantor, as owner of the real property, in consideration of the mutual promises contained herein, desires to grant and convey unto CITY an easement subject to certain terms and conditions.

**NOW, THEREFORE**, in mutual consideration of the benefits accruing to the parties through performance of the terms of this Agreement

1. Grantor hereby grants a non-exclusive easement to the CITY over that portion of Grantor's property more particularly described on Exhibit "B", which is attached hereto and incorporated by reference (the "Easement Area") solely for the purposes described in paragraph 3 below. This Agreement and the rights granted herein shall commence on the day and date first above written and shall remain in perpetuity unless terminated as provided for herein.

2. Grantor shall construct an ADA-compliant sidewalk on the Easement Area according to standards and specifications approved by CITY. Further, Grantor shall maintain the said sidewalk in perpetuity.

3. The CITY, its successors, assigns, and members of the public shall have the right to enter and depart over, across and upon the Grantor's property as set forth on Exhibit "B" as necessary to the proper use of the Easement Area as a public sidewalk, upon the condition that the CITY shall not unreasonably interfere with the Grantor's use of its property.

4. Grantor shall furnish and maintain the Easement Area free of and clear from any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would materially interfere with the CITY'S safe and proper operation of the public sidewalk located in the Easement Area or which would interfere with any other right granted to the CITY herein.

5. To the extent provided by section 768.28, Florida Statutes, the CITY shall be responsible for any claim, loss, damage, cost, charge, or expense arising out of any error, omission, or negligent act by the CITY or its employees in the performance of this Agreement. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity, nor shall any provision of this Agreement increase the liability of the CITY, or the sums for which the CITY may be liable, beyond the limits provided in 768.28, Florida Statutes.

6. All covenants, stipulations, terms, conditions, and provisions of this Agreement shall extend to, benefit and be made binding upon respective successors and assigns of the CITY and Grantor. It is intended that this Agreement shall be recorded and be binding upon future owners of the above described property.

7. The Grantor does hereby warrant good and marketable title for the Easement Area and that it has full power to grant this easement.

8. This Agreement sets forth all the covenants, promises, agreements, and understandings between CITY and Grantor concerning the easement granted herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon CITY or Grantor unless reduced to writing and duly executed by both parties.

9. This Agreement shall be governed by Florida law.

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

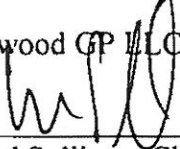
Signed, sealed and delivered in the presence of:

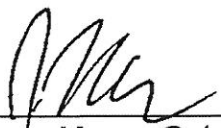
**HARBORSIDE, LLC**

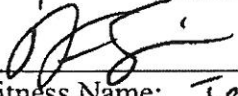
By: NW Harborside LLC, Managing Member

By: Northwood Real Estate Partners, LP, Managing Member

By: Northwood GP LLC, General Partner

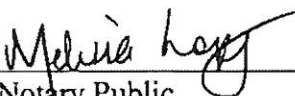
By:   
Michael Sullivan, Chief Financial Officer

  
Witness Name: Jordan Kornberg

  
Witness Name: Joshua Silverman

The foregoing Easement Agreement was acknowledged before me this 1<sup>st</sup> day of December, 2014, by Michael Sullivan, as Chief Financial Officer of Northwood GP LLC, the General Partner of Northwood Real Estate Partners, LP, the Managing Member of NW Harborside LLC, the Managing Member of Harborside, LLC, who is personally known to me, or who [ ] produced n/a as identification.

My commission expires: July 3, 2018

  
Notary Public  
Print name: Melissa Lopez

[SIGNATURE PAGE CONTINUED ON NEXT PAGE]

MELISSA LOPEZ  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01106044421  
Qualified in Nassau County  
My Commission Expires July 03, 2018

CITY OF KEY WEST, FLORIDA

[Signature]  
Witness Name: Lisette Cuervo Carey

By: [Signature]  
Craig Cates, Mayor

Angela Buode  
Witness Name: Angela Buode

Attest: [Signature]  
Cheryl Smith  
City Clerk

The foregoing Easement Agreement was acknowledged before me this 7<sup>th</sup> day of January, 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:



[Signature]  
Notary Public  
Print name: SUSAN P. HARRISON

## 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 A 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 GREEN 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 '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 A. WHITEHEAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

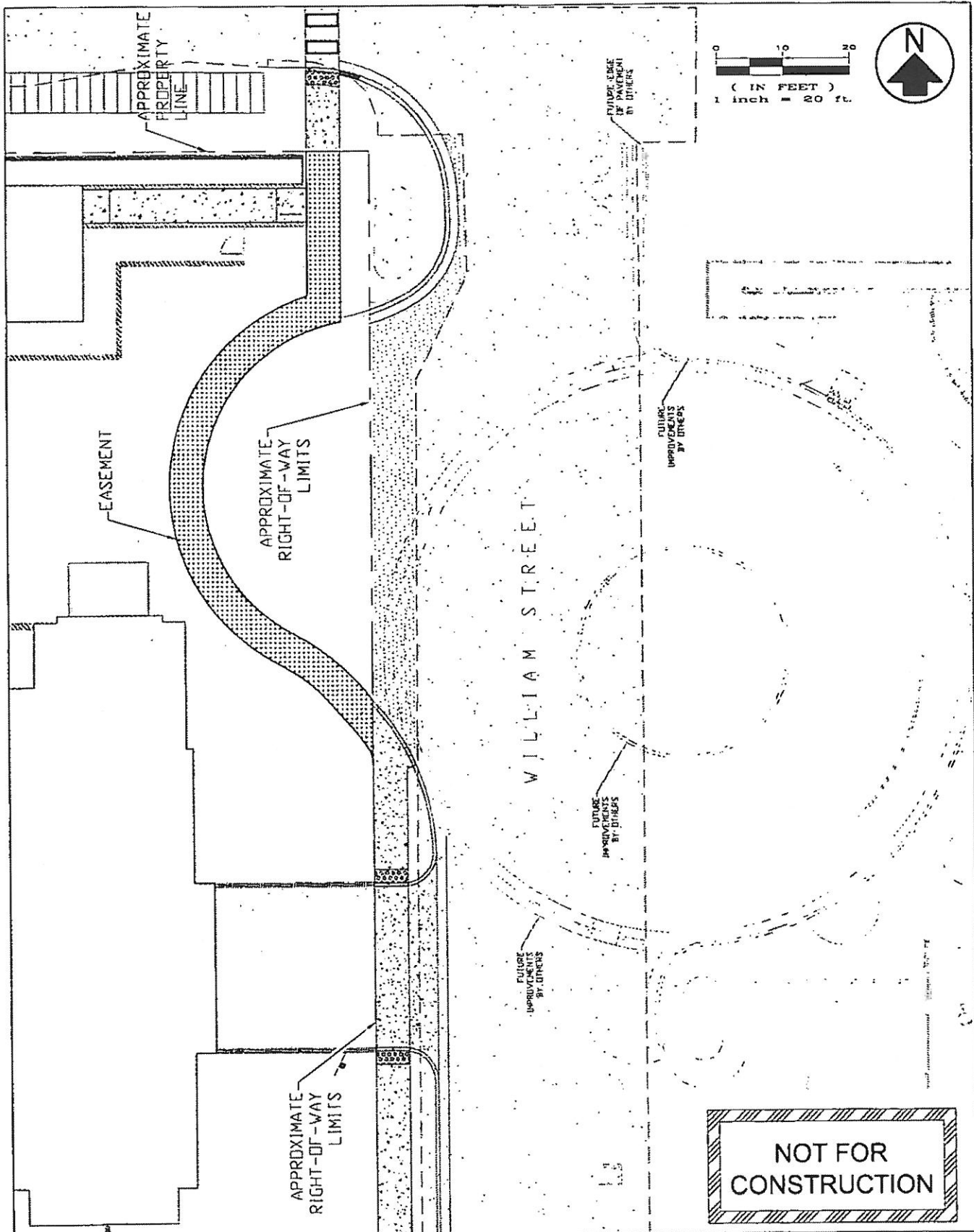
BEGINNING AT THIS POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY BOUNDARY LINE OF CAROLINE STREET WITH THE EASTERLY RIGHT-OF-WAY BOUNDARY LINE OF ELIZABETH STREET AND THENCE NORTHEASTERLY ALONG CAROLINE STREET 120 FEET TO A POINT; THENCE NORTHWESTERLY AT RIGHT ANGLES 120 FEET TO A POINT; THENCE 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.

A.P.N. 1000779  
A.P.N. 1000761  
A.P.N. 1000744  
A.P.N. 1000736  
A.P.N. 8819188  
A.P.N. 8819196  
A.P.N. 1000752  
A.P.N. 1000825  
A.P.N. 1000850



**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.		12066.006
Date Issued		12/22/2014
Sheet No.		1 of 1

EB # 6656

**Exhibit B**