

RESOLUTION NO. 12-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED FIRST AMENDMENT TO LEASE AGREEMENT WITH KEY WEST WOMEN'S CLUB, INC. FOR USE OF PROPERTY ADJACENT TO 319 DUVAL STREET; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Key West Women's Club raises funds for charitable purposes through the sale of beverages on and in front of their property, located at 319 Duval Street during Fantasy Fest week; and

WHEREAS, the City Commission finds that amending the lease of public property abutting the Women's Club property, as described in the lease approved in Resolution 06-147, provides a public benefit and is otherwise consistent with City Code of Ordinances section 2-941(c);

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

Section 1: That the attached First Amendment to Lease Agreement is hereby approved.

Section 2: That this resolution shall go into effect immediately upon its passage, 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 5th day of June, 2012.


Authenticated by the presiding officer and Clerk of the Commission on June 5, 2012.

Filed with the Clerk June 6, 2012.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this 6th day of June, 2012, by and between the City of Key West, Florida, a municipal corporation, (hereinafter "LESSOR") and the Key West Women's Club, Inc., a not-for-profit corporation organized under the laws of the State of Florida and a 501 (c)(3) exempt organization, (hereinafter "LESSEE").

WITNESSETH

WHEREAS, LESSOR and LESSEE entered into a Lease Agreement pursuant to City of Key West Resolution No. 06-147, (the "Lease Agreement"), pertaining to a portion of the sidewalk five (5) feet in width immediately adjacent to the Lessee's real property located at 319 Duval Street, Florida; and

WHEREAS, the LESSOR and LESSEE now desire to amend their Lease Agreement.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, LESSOR and LESSEE agree as follows:

Section 1: That **Section 1. Term** of the lease shall be renewed for a period of five (5) years, and shall apply to the Fantasy Fest activities for the years 2012 through 2016.

Section 2: Except as modified herein, the Lease Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this First Amendment to Lease on the date first written above.

ATTEST:

Cheryl Smith
Cheryl Smith, City Clerk

CITY OF KEY WEST

By: Jim Scholl
Jim Scholl, City Manager

ATTEST:

Susan P. Harrison
Witness

KEY WEST WOMEN'S CLUB, INC.

By: Roberta Spencer
Roberta Spencer, President

The foregoing First Amendment to Lease Agreement was acknowledged before me this 8th day of June, 2012, by Roberta Spencer, who is personally known to me, or who produced _____ as identification.



My Commission expires: 4/8/15

Susan P. Harrison
Notary Public
Print Name: SUSAN P. HARRISON