

RESOLUTION NO. 08-331

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING THE ATTACHED FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CRA AND BARBARA L. LOMBA FOR THE PROPERTY LOCATED AT LAZY WAY LANE, UNIT E, IN THE KEY WEST BIGHT; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, 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 and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency.


Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 2nd day of December, 2008.

Authenticated by the presiding officer and Clerk of the Agency on December 3, 2008.

Filed with the Clerk December 3, 2008.


MORGAN MCPHERSON, CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK

Executive Summary



TO: Jim Scholl
City Commission

CC: Mark Finigan
FR: Marilyn Wilbarger, RPA, CCIM

DT: November 19, 2008

RE: Lazy Way Lane Unit F-1 (booth) – re-location to Unit E

ACTION STATEMENT

This is a request to consider a re-location for Barbara I. Lomba from Unit F-1 on Lazy Way Lane to Unit E on Lazy Way Lane. This re-location has been approved by the Key West Bight Board.

HISTORY

The tenant entered into a lease for the booth space that sits in front of the shops on Lazy Way in March of this year. Since occupying the booth she has discovered that it is in dis-repair. There is no power to the booth, the wood top is warped and the interior storage leaks. It has made it very difficult for her to utilize the booth therefore she has requested that we re-locate her to the 64 square foot space that is currently vacant. The rate and terms of the current agreement would remain the same, as follows:

- Demised Premises:** Move from Unit F-1 to Unit E
- Use:** Jewelry, hand-painted wooden pieces, island themed gifts, bookmarks, sand cast candles
- Term:** Three Years
- Base Rent:** \$400 per month in year one
- Increases:** 5% annual fixed increases in base rent
- Additional Rent:** Tenant shall pay its pro-rate share of CAM, Taxes, and insurance that is currently \$4.87 per square foot annually
- Percentage Rent:** 6% of gross sales in excess of the percentage rent base amount which is calculated by dividing the annual base rent by six percent

Utilities: Tenant shall pay for all utility usage as surveyed and pro-rated by Landlord

Security Deposit: Equal to two months rent

Advantages: Barbara is a local owner that understands Key West art and will present unique jewelry and painted artwork.

Disadvantages: This is a new location for this business and the risks associated with the profitability of any start up apply.

FINANCIAL STATEMENT:

The market rent for these two units is the same therefore we will not experience a revenue reduction with this re-location.

RECOMMENDATION:

Staff recommends approval of the re-location.

ATTACHMENTS:

Lease amendment

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease Agreement is entered into this 2nd day of December, 2008, by and between the Caroline Street Corridor and Bahama Village Community Redevelopment Agency (hereinafter "LANDLORD") and Barbara Lomba d/b/a Bellissima Glass (hereinafter "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 11th day of March 2008, (the "Lease Agreement"), pertaining to the premises located at Unit F-1 Lazy Way Lane, Key West, Florida; and

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement, effective December 1, 2008 for the remainder of the Lease Agreement term.

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

Section 1.4 Demised Premises: is hereby amended to read located at **Unit E Lazy Way Lane in the KEY WEST BIGHT**

64 NET USABLE SQUARE FEET

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 Sub-Lease Agreement on the date first written above.

LANDLORD

Cheryl Smith
Cheryl Smith, City Clerk

Morgan McPherson

Morgan McPherson, Chairman
Caroline Street Corridor and Bahama
Village Community Redevelopment Agency

Date: 12-5-08

Date: 12-2-08

Mark Kelly
WITNESS

TENANT
Barbara L. Lomba
Barbara L. Lomba

Date: 11-7-08

Date: 11-7-08