

RESOLUTION NO. 23-352

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING THE ATTACHED FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN YANKEE FREEDOM III, LLC AND THE CRA FOR USE OF ONE PARKING SPACE AT THE KEY WEST BIGHT FERRY TERMINAL; 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 between the CRA and Yankee Freedom III, LLC is hereby approved.

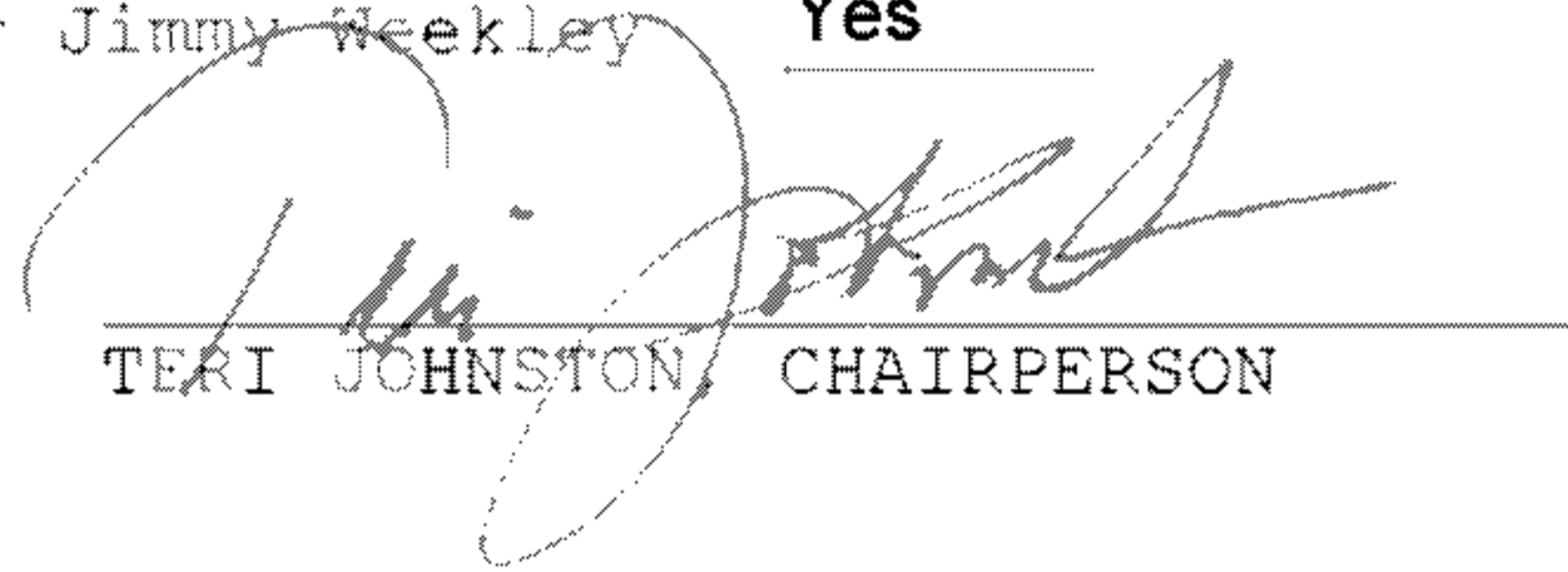
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the CRA.

Passed and adopted by Caroline Street and Bahama Village
Redevelopment Agency at a meeting held this 14th day of December
2023.

Authenticated by the Presiding Officer and Clerk of the CRA
on this 15th day of December, 2023.

Filed with the Clerk on December 15, 2023

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lisette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Absent</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



TERI JOHNSTON, CHAIRPERSON

ATTEST:



KERI O'BRIEN, CITY CLERK

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this 21st day of December, 2023, by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency hereinafter ("LANDLORD") and Yankee Freedom III, LLC, (hereinafter "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 22nd day of December, 2022 pertaining to the premises located at the Key West Bight Ferry Terminal,

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement which is attached hereto as Exhibit "A",

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

1. Section 1.4 and 2 Demised Premises, and Exhibit "A" that is attached to the lease shall be amended to add one (1) parking stall consisting of approximately 250 square feet shown on Exhibit "A1" attached and to be used exclusively for parking of an enclosed trailer used to store kayaks and camping gear.
2. Section 1.6 and 4 Rent, and the document referred to as "Exhibit B" in paragraph 1.6, paragraph 4.4(a), and paragraph 4.4(c), of the Lease", which is attached here to and incorporated by reference.
3. 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 Agreement on the date first written above.

Caroline Street Corridor and Bahama Village Community Redevelopment Agency

By: [Signature]
Teri Johnston, Chair

Yankee Freedom III, LLC

By: [Signature]
Edwin O. Swift III

RR

ATTEST:
[Signature]
Ken O'Brien, City Clerk

[Signature]
Witness

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this _____ day of _____, 20____, by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency hereinafter (“LANDLORD”) and Yankee Freedom III, LLC, (hereinafter “TENANT”).

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 22nd day of December, 2022 pertaining to the premises located at the Key West Bight Ferry Terminal,

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement which is attached hereto as Exhibit “A”,

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

1. Section 1.4 and 2 Demised Premises, and Exhibit “A” that is attached to the lease shall be amended to add one (1) parking stall consisting of approximately 250 square feet shown on Exhibit “A1” attached and to be used exclusively for parking of an enclosed trailer used to store kayaks and camping gear.
2. Section 1.6 and 4 Rent, and the document referred to as “Exhibit B” in paragraph 1.6, paragraph 4.4(a), and paragraph 4.4(c), of the Lease”, which is attached here to and incorporated by reference.
3. 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 Agreement on the date first written above.



Caroline Street Corridor and Bahama Village Community Redevelopment Agency

By: 
Teri Johnston, Chair

Yankee Freedom III, LLC

By: _____
Edwin O. Swift III

RR

 ATTEST

Ken O'Brien, City Clerk


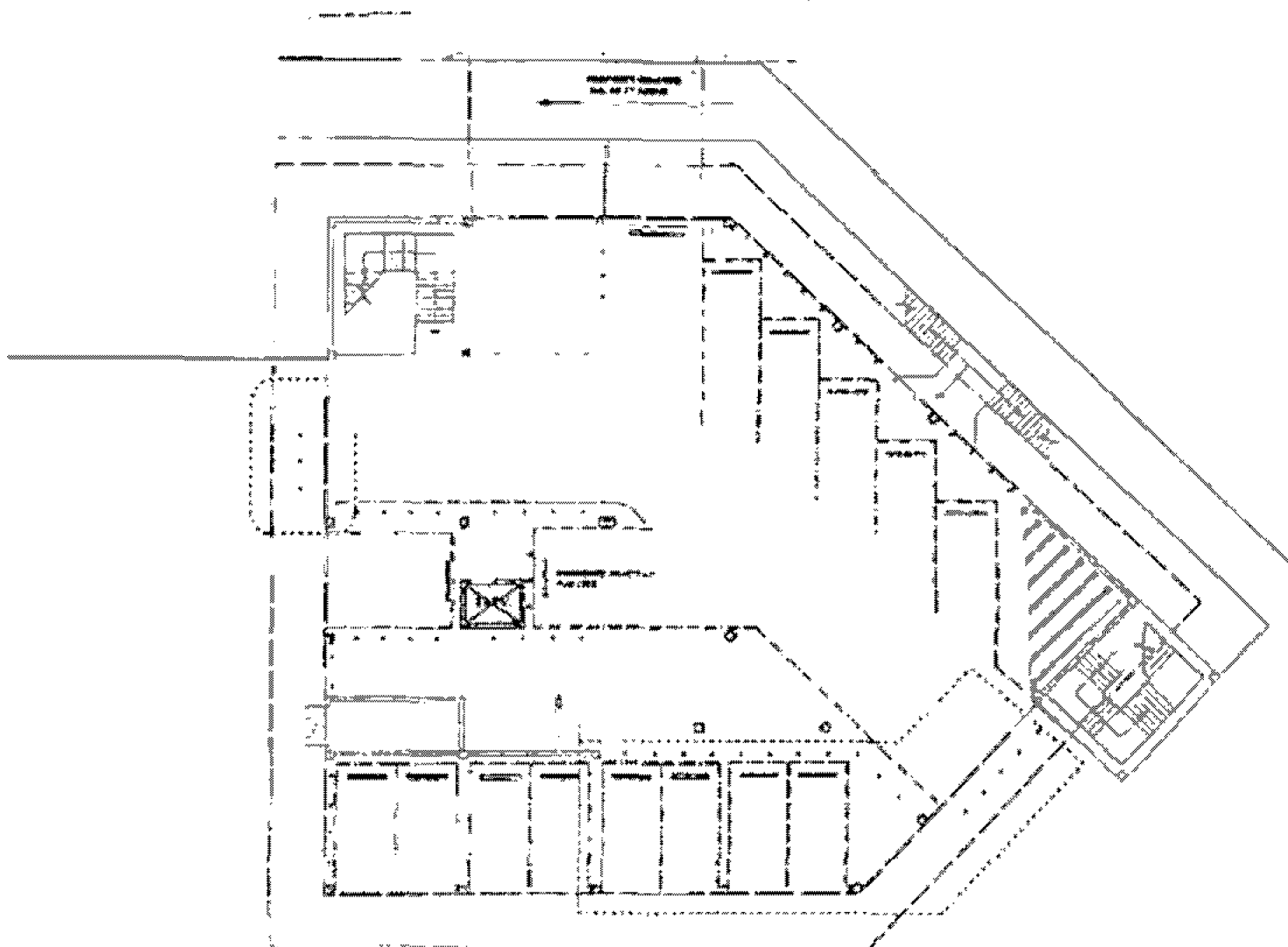

Witness

EXHIBIT "A1"

Exhibit A 1



**EXHIBIT A-1
YANKEE FREEDOM STORAGE FIRST FLOOR
KEY WEST BIGHT FERRY TERMINAL**

Exhibit "B" Rent Schedule

KEY WEST BIGHT
Account C0009110

EXHIBIT "B"

Tenant: Yankee Freedom III LLC
Location: 100 Grinnell /Trailer
Contact: Edwin Swift, III

Square Feet _____ Cam
Square Feet _____ Base
Term 5 years effective Dec 1, 2023

YEAR #	Period Beginning	CPI	Base Rent	Base Rent	Tax, Ins., CAM	Tax, Ins., CAM	Total Rent	Sales Tax	Total Rent	TOTAL	Percentage Rent
			Annual	Monthly	Annual	Monthly	Monthly	Monthly	Monthly	ANNUAL	Base Amount
1	December 1, 2023		\$7,502.00	\$625.00	\$1,704.00	\$142.00	\$767.00	\$46.02	\$813.02	\$9,756.24	
2	December 1, 2024										
3	December 1, 2025										
4	December 1, 2026										
5	December 1, 2027										

Tax, Insurance and CAM are estimated based upon most recent actual costs and adjusted annually

Exhibit A 1

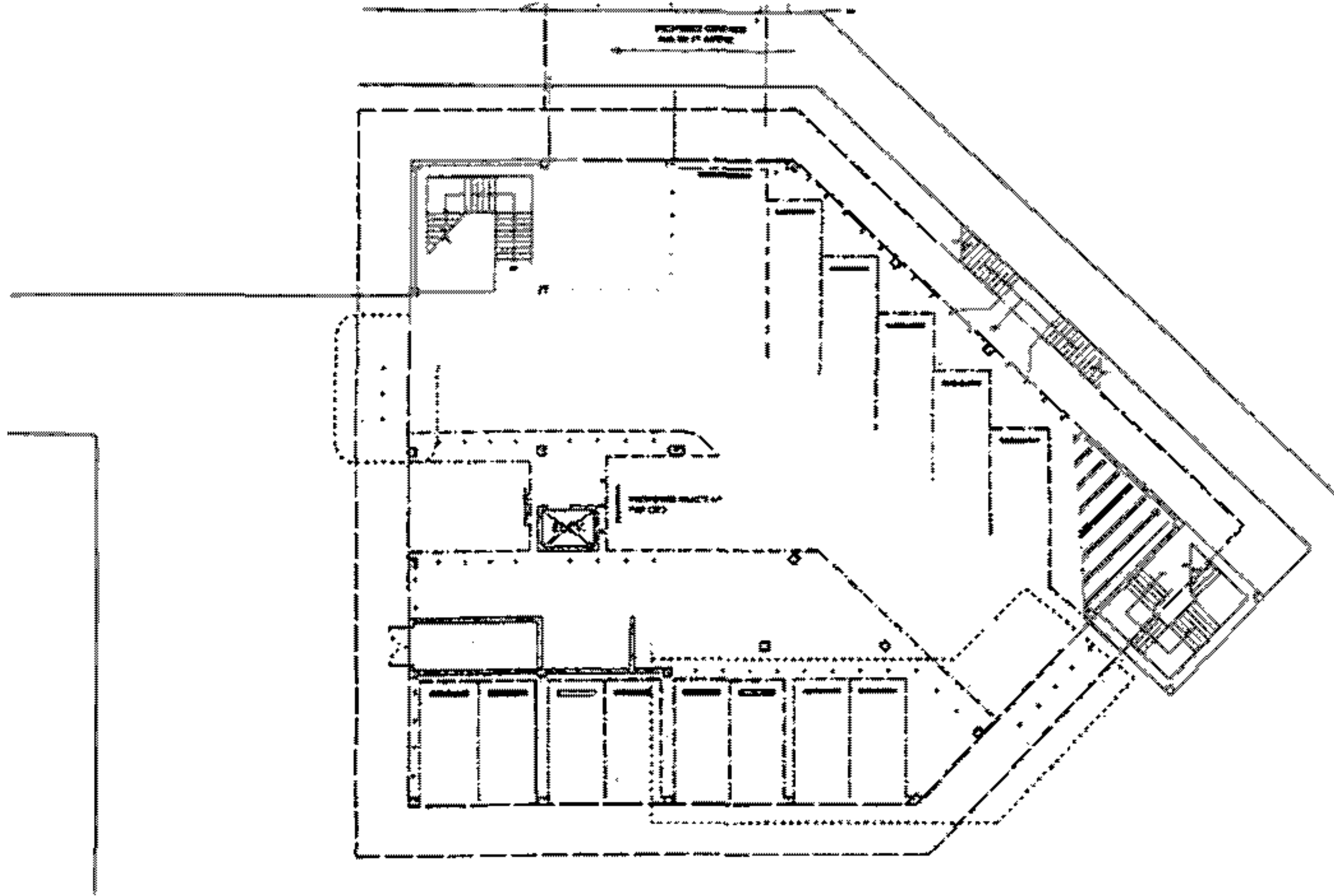


EXHIBIT A-1
YANKEE FREEDOM STORAGE FIRST FLOOR
KEY WEST BIGHT FERRY TERMINAL

KEY WEST BIGHT
Account C0009110

EXHIBIT "B"

Tenant: Yankee Freedom III LLC
 Location: 100 Grinnell /Trailer
 Contact: Edwin Swift, III

Square Feet _____ Cam
 Square Feet _____ Base
 Term 5 years effective Dec 1, 2023

YEAR #	Period Beginning	CPI	Base Rent	Base Rent	Tax, Ins., CAM	Tax, Ins., CAM	Total Rent Before Sales Tax	Sales Tax	Total Rent With Tax	TOTAL RENT	Percentage Rent Base Amount
			Annual	Monthly	Annual	Monthly	Monthly	Monthly	Monthly	ANNUAL	
1	December 1, 2023		\$7,500.00	\$625.00	\$1,704.00	\$142.00	\$767.00	\$46.02	\$813.02	\$9,756.24	
2	December 1, 2024										
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Tax, Insurance and CAM are **estimated** based upon most recent actual costs and adjusted annually