

Application

Application for Exception for Outdoor Merchandise Display
City of Key West Planning Department
3140 Flagler Avenue, Key West, FL 33040
(305) 809-3720



Please completely fill out this application and attach all necessary documents. This will help our staff to process your request quickly and obtain necessary information without delay. If you have any questions please call 305-809-3720 to schedule an appointment with a Planner. This application is pursuant to Section 106-51 & 52 City of Key West Land Development Regulations.

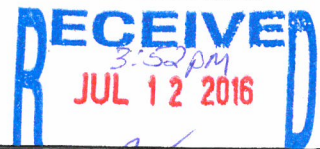
Applicant's Name Cruach LLC dba Bamboo Cay of Key West
Address of Proposed Display 407-A Front St., Key West FL 33040
RE# of Property AK 1000175
Business Name Bamboo Cay of Key West
Business Address 407-A Front St.
Applicant's Mailing Address Same
Telephone 305-216-5915 Email iduvateco@aol.com
Name of Property Owner Love in Key West LLC - 25-yr. lease to
Mailing Address 423 Front St. Floor 2, Key West FL 33040
Telephone 305-294-7905 Email iduvateco@aol.com

Located in or on:

- a porch, patio, or other attached portion of an adjacent permanent structure. leave
- an arcade, gazebo, or other temporary structure.
- a cart or movable booth. (Must have received or obtained HARC approval)
- a portable table, rack, or other non-permanent equipment.

Describe the specific merchandise to be displayed and business conducted.

retail clothing on racks and mannequin



BY: [Signature]

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Describe the structure and equipment used in the display in detail, including any seating.

2-way racks and mannequin / no seating.

How far is the display from the street? 12 1/2 feet
How far is the display from the sidewalk? 1 1/2 feet
Length of time exception will be needed (no more than 60 months) 60 months

PLEASE PROVIDE THE FOLLOWING TO COMPLETE YOUR APPLICATION:

1. Provide fee of \$100.00. There are additional fees of \$50.00 for fire department review and \$100.00 for advertising and noticing. **For a total of \$250.00.** Please, make check payable to the City of Key West.
2. **Photographs** of the existing area and proposed display
3. A **site sketch** showing general lay out and location of the display relative to visibility from the public right-of-way
4. Copy of the **Warranty Deed**
5. Completed **Authorization** and **Verification** forms as necessary.
6. Recent Property Boundary Survey
7. **Property Appraisers** information (www.mcpafl.org)

The information furnished above is true and accurate to the best of my knowledge.

Signature [Signature] Date 7/11/16

407 FRONT STREET INVESTMENTS, LLC

Telephone 305-294-7905
Fax 305-294-7856

423 FRONT STREET, SECOND FLOOR
KEY WEST, FLORIDA 33040

July 7, 2016

City of Key West
PO Box 1409
Key West, FL 33040

Att'n: Joelle Volenec

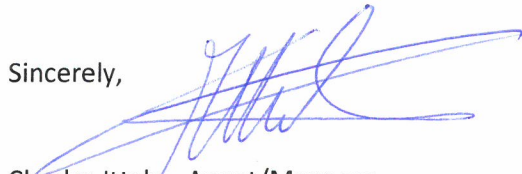
Re: Application for Outdoor Display

Dear Ms. Volenec:

In reference to an outdoor display, please be advised that I am the sub-landlord for Cruch LLC dba Bamboo Cay of Key West, 407-A-B Front St. I have no objection to an outdoor display in compliance with City of Key West guidelines.

Bamboo Cay of Key West has my permission in regard to this application.

Sincerely,



Charles Ittah – Agent/Manager
407 Front Street Investments, LLC, Sub-Landlord



Warranty Deed

TRIPLE NET GROUNDMASTER LEASE

between

LOVE IN KEY WEST, LLC
A Florida Limited Liability Company

"Lessor"

and

407 FRONT STREET INVESTMENTS, LLC

"Master Lessee"

TRIPLE NET MASTER LEASE

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TRIPLE NET MASTERLEASE

Introduction: This is a triple net lease and defined to mean:

Master Lessee shall undertake and be responsible for all costs and expenses of operation attributed to the Demised Premises as identified in Exhibit "A", and in addition: all liabilities for the Demised Premises, all repairs, replacements required now or in the future, all laws and regulations now in effect or later enacted, all structural defects now or in the future known or unknown. All costs associated, connected with the operation and control of the Demised Premises normally associated with a triple net lease.

The only costs of Lessor during the terms set forth herein are any fee mortgage charges of interest and principal or any federal income tax levies.

This Net Lease ("Lease") is entered into by and between the Lessor and Master Lessee specified in the Basic Lease Information (hereinafter "Lessor" and "Master Lessee" respectively).

BASIC LEASE INFORMATION

Date: April 24, 2013
Lessor: LOVE IN KEY WEST, LLC
Master Lessee: 407 FRONT STREET INVESTMENTS, LLC
Building: 407 Front Street, Key West, Florida
Land: KW PT LOTS 3&4 SQR 3OR58-117/18 OR410-783 OR682-684 OR2178-2108
Property: The Building as described together with the Land and all personal property of any kind and nature in or attached to the Premises (ie - restaurant and retail stores).
Premises: All of the building and that portion of the Land used in conjunction with the operation of the businesses in the Premises, as shown in EXHIBIT "A". No other space is demised by intention or omission.

Scheduled Term: Twenty Five (25) Years

Commencement Date: May 1, 2013

Term Expiration Date: March 31, 2038

Rent Calculation: The Master Lessee understands and agrees that the rents and additional rents stated in this Lease are not based on a cost per square foot or any other pro-rata formula but were arrived at as a result of negotiations between Lessee and Lessor

Table with 3 columns: Rent, MINIMUM MONTHLY BASE RENT, MINIMUM ANNUAL BASE RENT. Rows include periods from 5/1/13-3/31/16 to 4/1/23-3/31/38 with corresponding rent amounts and an 'Adjusted by an Annual CPI Calculation' note.

The Annual Base Rent and Monthly Base Rent shall be subject to adjustment as hereinafter provided. In addition, as part of the Annual Base Rent and Monthly Base Rent, Master Lessee shall pay to Lessor all Additional rentals including but not limited to applicable taxes imposed on such Rent (including, but not limited to, any applicable Florida sales tax or fees). Notwithstanding the foregoing, the first (1st) full monthly installment of Monthly Base Rent shall be paid by Master Lessee to Lessor upon the signature and delivery of this Lease by Master Lessee.

Master Lessee's Share: 100% (one hundred percent), of all costs of operation, maintenance and repair of the

Permitted Use: First Class Retail and/or Restaurant/Bar Businesses

Master Lessee's Address: 407 Front Street Investments, LLC c/o Soly D'Jamal
for Notices 423 Front Street, 2nd Floor
Key West, Florida 33040

Master Lessee's Address: 407 Front Street Investments, LLC
Prior to Occupancy 423 Front Street, 2nd FL Key West, Florida 33040
Attn: Soly D'Jamal
Telephone: 954-931-3560

Lessor's Address: Love In Key West, LLC
for Notices PO Box 28, Gedney Station
Whhite Plains, NY 10605

Lessor's Broker: None

Master Lessee's Broker: None

The foregoing Basic Lease Information is hereby incorporated into and made a part of the Lease. The definitions set forth above shall apply throughout the Lease, and each reference to a term defined in the Basic Lease Information shall incorporate the applicable definition set forth therefor in the Basic Lease Information. In the event of any conflict between any Basic Lease Information and the Lease, the latter shall control.

- the remainder of this page intentionally left blank -

ARTICLE 20 MISCELLANEOUS

20.1 Interpretation.

The captions and headings of the Articles and Sections in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof. The words "Lessor" and "Master Lessee," as used herein, shall include the plural as well as the singular. Words used in the masculine gender include the feminine and neuter. Wherever in this Lease the words Landlord, owner or Lessor may occur they shall be construed to be synonymous and therefore interchangeable.

20.2 Time of Essence.

Time is of the essence of this Lease and of all provisions hereof, except with respect to the delivery of possession of the Premises at the commencement of the term hereof.

20.3 Successors; Joint and Several Liability.

All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, provided that nothing in this Section 20.3 shall be deemed to permit any assignment, subletting, occupancy or use by Master Lessee contrary to the provision of ARTICLE 10. If there is more than one Lessor or Master Lessee, the obligations hereunder imposed upon Lessor and Master Lessee shall be joint and several.

20.4 Governing Law.

This Lease shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws principles thereof.

20.5 Entire Agreement.

The terms of this Lease are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Lease constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings, if any, involving this Lease. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law. It is further understood that all prior agreements, Leases, or understandings whether written or oral shall cease and come to an end upon the execution of this Lease by all parties.

20.6 Authority.

If Master Lessee signs as a corporation or a partnership, each of the persons executing this Lease on behalf of Master Lessee does hereby covenant and warrant that Master Lessee is a duly authorized and existing entity, that Master Lessee has full right and authority to enter into this Lease, and that each and both of the persons signing on behalf of Master Lessee are authorized to do so. Upon Lessor's request, from time to time, Master Lessee shall provide Lessor with evidence reasonably satisfactory to Lessor confirming the foregoing covenants and warranties, and setting forth Master Lessee's financial condition. Master Lessee shall take whatever actions are necessary to qualify itself and keep itself qualified to do business in the State of Florida. Master Lessee shall file such applications and take such other actions as shall be required to become qualified to do business the State of Florida promptly upon the signature and delivery of this Lease (and in all events not later than thirty (30) days thereafter), and Master Lessee shall become qualified to do business in the State of Florida within forty-five (45) days from the date hereof (or any earlier date on which Master Lessee is required to open for business hereunder). Master Lessee's failure to comply with this Section 20.6 shall, at Lessor's option, constitute an Event of Default hereunder. If Lessor signs as a corporation or a partnership, each of the persons executing this Lease on behalf of Lessor does hereby covenant and warrant that Lessor is a duly authorized and existing entity, that Lessor has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of Lessor are authorized to do so.

20.7 No Offer.

No contractual or other rights shall exist between Lessor and Master Lessee with respect to the Premises until both have executed and delivered this Lease, notwithstanding that rental deposits have been received by Lessor and notwithstanding that Lessor has delivered to Master Lessee an unexecuted copy of this Lease. The submission of this Lease to Master Lessee shall be for examination purposes only, and does not and shall not constitute a reservation of or an option for the Master Lessee to lease, or otherwise create any interest by Master Lessee in the Property. Execution of this Lease by Master Lessee and return to Lessor shall not be binding upon Lessor, notwithstanding any time interval, until Lessor has in fact executed and delivered this Lease to Master Lessee.

20.8 No Representations or Warranties.

Neither Lessor nor Lessor's agents or attorneys have made any representations or warranties with respect to the Premises, the Property or this Lease, except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Master Lessee by implication or otherwise.

-Remainder of this page intentionally left blank-

20.11 No Merger.

The voluntary or other surrender of this Lease by Master Lessee, or a mutual cancellation thereof; shall not work a merger, and shall at the option of Lessor terminate any or all existing subleases or subtenancies, or operate as an assignment to Lessor of any or all of such subleases or subtenancies.

20.12 Addendum and Exhibits.

All of the Addendum and Exhibits attached hereto, if any, are incorporated herein by this reference.

IN WITNESS WHEREOF, Lessor and Master Lessee have executed this Lease in duplicate on the dates set forth below and this Lease shall be effective as of the latter of such dates.

WITNESS:

LESSOR:

LOVE IN KEY WEST, LLC

By: 

Name: 

Its: Member

Dated: 4-24-13, 2013

WITNESS:

MASTER LESSEE:

407 FRONT STREET INVESTMENTS, LLC

By: 

Name: CHARLES ITTAY

Its: MANAGING member

Dated: April 24th, 2013

TRIPLE NET COMMERCIAL SUBLEASE

THIS TRIPLE NET COMMERCIAL SUBLEASE (hereinafter the "Sublease") is made on this 1st day of July, 2015, by and between **407 FRONT STREET INVESTMENTS, LLC**, a Florida Limited Liability Company (hereinafter referred to as "**SUB-LANDLORD**") and **CRUCH, LLC, d/b/a Bamboo Cay of Key West**, (hereinafter referred to as "**SUB-TENANT**").

In consideration of the rents, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE 1 INFORMATION PROVISIONS

The following terms shall have meanings assigned hereby:

- 1.1 **SUB-LANDLORD.** 407 Front Street Investments, LLC.
- 1.2 **Address and Telephone Number of SUB-LANDLORD.** 423 Front Street, Key West, FL 33040.
- 1.3 **SUB-TENANT.** Cruch, LLC, d/b/a Bamboo Cay of Key West
- 1.4 **Premises.** Unit "1A" of 407 Front Street, Key West, Florida, less and except the corner booth area, as shown on the accompanying diagram ("Exhibit A").
- 1.5 **Address and Telephone Number of SUB-TENANT.** The **SUB-TENANT's** address for purposes of this Sub-Lease is: 407 Front Street, Unit 1A, Key West, Florida 33040. The **SUB-TENANT's** telephone number is _____.
- 1.6 **Commencement Date.** The Commencement date shall be July 1, 2015.
- 1.7 **Sub-Lease Term.** From the commencement Date until June 30, 2018, unless sooner terminated as herein provided. This Sub-Lease shall be effective after both **SUB-LANDLORD** and **SUB-TENANT** execute it. The terms "Sub-Lease Term" and "Lease Term" shall both be construed to refer to the Sub-Lease Term defined in this Sub-Paragraph 1.7.
- 1.8 **Option Term.** There is no option to renew.
- 1.9 **Permitted Use of the Premises.** The premises shall be used for general retail sales, and for no other use whatsoever without the express written consent of **SUB-LANDLORD**, which consent may be unreasonably withheld in **SUB-LANDLORD's** sole and absolute discretion.
- 1.11 **Base Rent for Initial Term.** See paragraph 3.2, below, payable in equal monthly installments per paragraph 3.1, below.
- 1.12 **Operating Costs.** Operating costs (triple net expenses) including, without limitation, ad valorem taxes and Insurance, shall be payable as additional rent during the Third Lease Year. Operating Costs for the First Lease Year and the Second Lease Year shall be paid by **SUB-LANDLORD**. Operating Costs for the Third Lease Year shall be paid by **SUB-TENANT**. The amount of the Operating Costs for the Third Lease Year shall be determined based on the actual Operating Costs for the Second Lease Year.
- 1.13 **Guarantor.** N/A.
- 1.14 **Address of Guarantor(s).** N/A.
- 1.15 **Security Deposit.** There is no security deposit.

**ARTICLE 2
PREMISES AND TERM**

2.1 Premises. In consideration of the rents, covenants and agreements to be performed by **SUB-TENANT**, **SUB-LANDLORD** hereby leases to **SUB-TENANT** and **SUB-TENANT** hereby rents from **SUB-SUB-LANDLORD** the Premises, subject to easements, restrictions and other matters of record. No parking is included. **SUB-LANDLORD** reserves the right to place in the Premises utility lines, pipes, HVAC systems, electrical wiring, facilities, additions and improvements **SUB-LANDLORD** deems necessary to provide services to the Premises, and to replace, maintain and repair those items in, over, under and upon the Premises as may have been installed in the building.

2.2 "AS IS" PREMISES. **SUB-TENANT COVENANTS AND AGREES TO ACCEPT THE PREMISES IN "AS IS" AND "WHERE IS" CONDITION, WITHOUT ANY AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS OR OBLIGATIONS ON THE PART OF SUB-LANDLORD WHATSOEVER TO PERFORM ANY ALTERATIONS, REPAIRS OR IMPROVEMENTS.**

2.3 Lease Year. The term "Lease Year" as used herein shall mean consecutive twelve (12) month periods commencing on the possession date, and the same day of each successive Lease year during the Sub-Lease Term.

2.4 SUB-TENANT's Duty to Open for Business. **SUB-TENANT** shall take possession and open the Premises for business fully fixtured and staffed by the Commencement Date, or as soon thereafter as the Premises are fully fixtured by **SUB-TENANT**.

2.5 Surrender of Premises. At the expiration of the Sub-Lease Term, **SUB-TENANT** shall (i) surrender the Premises in the same condition as existed upon the Commencement Date, ordinary wear and tear excepted, and (ii) deliver all keys for and all combinations on locks, safes and vaults in the Premises to **SUB-LANDLORD**.

2.6 Holding Over. If **SUB-TENANT** holds over or occupies the Premises after expiration of the Sub-Lease Term, or the earlier termination of this Sub-Lease, without **SUB-LANDLORD**'s prior written consent, **SUB-TENANT** shall pay **SUB-LANDLORD**, as liquidated damages, for each day of such holding over a sum equal to the greater of (a) twice the monthly Rent prorated for the number of days of such holding over, or (b) a pro rata portion of all Additional Rent which **SUB-TENANT** would have been required to pay hereunder had this Sub-Lease been in effect. In the event of any unauthorized holding over, **SUB-TENANT** shall also indemnify **SUB-LANDLORD** against all claims for damages by any other **SUB-TENANT** to whom **SUB-LANDLORD** may have leased all or any part of the Premises effective after the termination of this Sub-Lease. No payments of money by **SUB-TENANT** after expiration of the Lease Term or the earlier termination of this Sub-Lease will reinstate, continue or extend the Lease Term; reduce the liability of **SUB-TENANT** to **SUB-LANDLORD** for damages; or affect any termination notice given by **SUB-LANDLORD** to **SUB-SUB-TENANT**. No extension of the Lease Term will be valid unless and until the same will be reduced to writing and signed by both **SUB-LANDLORD** and **SUB-SUB-TENANT**.



Sub-Lease; and, with this full understanding, voluntarily enters into this Sub-Lease as evidenced by the corporate officer's signature below.

IN WITNESS WHEREOF, **SUB-LANDLORD** and **SUB-TENANT** have signed this Sub-Lease as of the date set forth above.

WITNESSES:
(As to SUB-LANDLORD)

Shlomo Djamal
Print Name Shlomo Djamal

WBI Sample
Print Name WBI Sample

SUB-LANDLORD
407 Front Street Investments, LLC

By: [Signature]
Shlomo Djamal, Manager

WITNESSES:
(As to SUB-TENANT)

Shlomo Djamal
Print Name Shlomo Djamal

WBI Sample
Print Name WBI Sample

SUB-TENANT
Cruch, LLC, d/b/a Bamboo Cay of Key West

By: [Signature]
Charles Ittah, Manager

Authorization Form

Site Plans

WILLIAM P. HORN
ARCHITECT, P.A.

115 EATON ST
KEY WEST,
FLORIDA
33040

T.L. 0953 284-1302
L.A.S. 0954 246-1253

L.I.C. 932 NO.
AA 09030-09

RETAIL RENOVATIONS
407 FRONT STREET
KEY WEST, FL.

SEAL _____

THESE DRAWINGS MAY
NOT BE REPRODUCED
WITHOUT WRITTEN
AUTHORIZATION BY
WILLIAM P. HORN

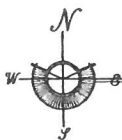
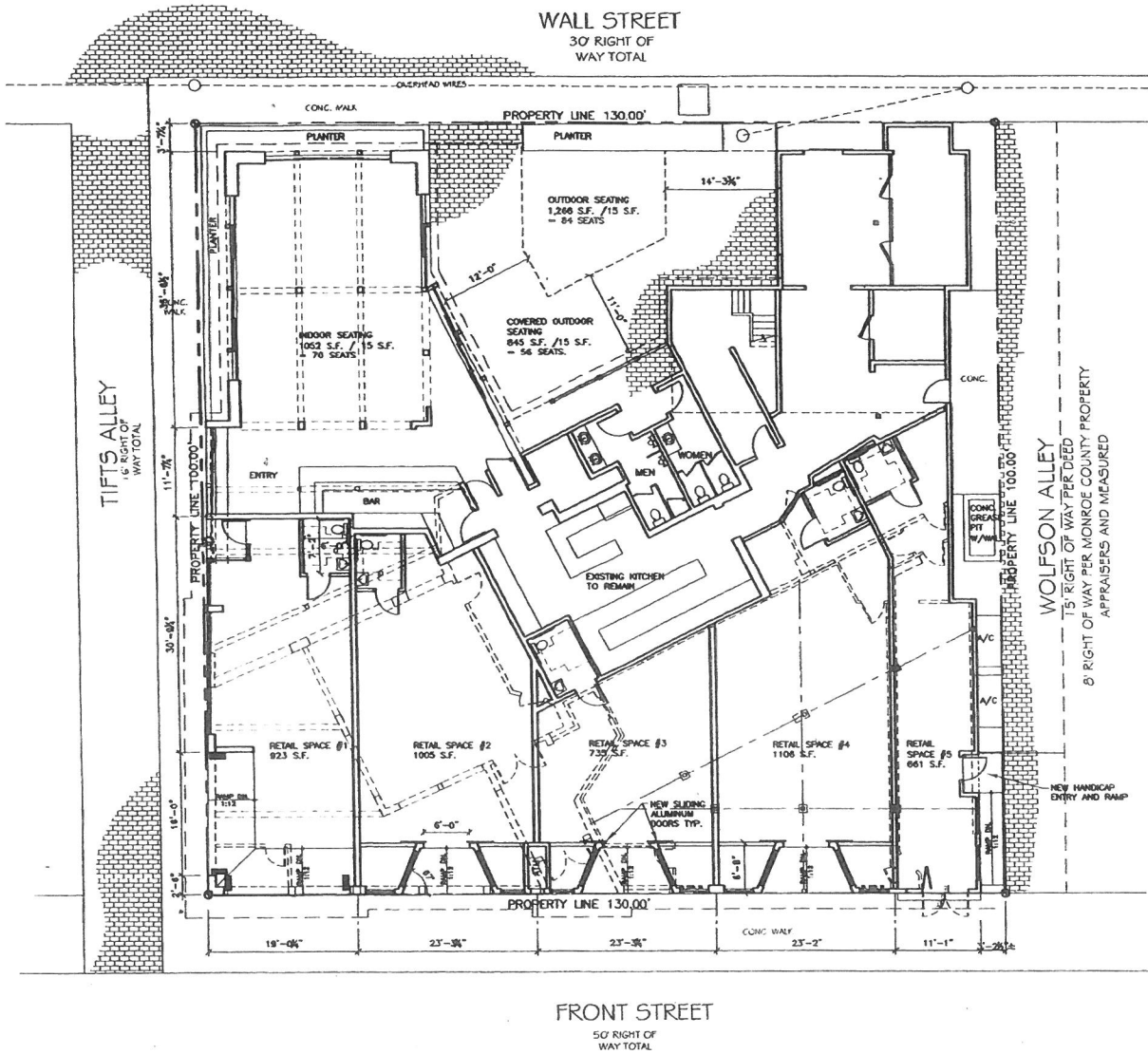
DATE:
08-02-13
09-20-13 HARC

REVISIONS _____

DRAWN BY
EMA

PROJECT
NUMBER
1312

EXHIBIT "A"



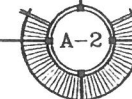
PROPOSED FLOOR PLAN

ALL SITE INFORMATION OBTAINED FROM
SURVEY BY R.E. REECE P.A. DATED 01-03-06

SCALE: 1/8"=1'-0"

RETAIL RENOVATIONS

407 FRONT STREET
KEY WEST, FLORIDA



Additional Information



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8,
IE9, & Firefox.
Requires Adobe Flash
10.3 or higher

Alternate Key: 1000175 Parcel ID: 00000180-000000

Ownership Details

Mailing Address:

LOVE IN KEY WEST LLC
PO BOX 28
WHITE PLAINS, NY 10605-0028

Property Details

PC Code: 21 - RESTAURANTS & CAFETERIAS

Millage Group: 10KW

Affordable Housing: No

Section-Township-Range: 06-68-25

Property Location: 407 FRONT ST KEY WEST

Legal Description: KW PT LOTS 3&4 SQR 3 OR58-117/18 OR410-783 OR682-684 OR2178-2108

[Click Map Image to open interactive viewer](#)



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	103	100	10,300.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 1