

RESOLUTION NO. 07-013

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING THE ATTACHED AMENDMENT TO LEASE BETWEEN THE CRA AND TIM WEGMAN AND DONFORD WARRICK D/B/A THE PIANO SHOP FOR THE PROPERTY LOCATED AT 907 CAROLINE STREET; 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 lease 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 3 day of January, 2007.

Authenticated by the presiding officer and Clerk of the Agency on January 4, 2007.

Filed with the Clerk January 4, 2007.

  
MORGAN McPHERSON, CHAIRMAN

ATTEST:

  
CHERYL SMITH, CITY CLERK

KEY WEST  
PORT OPERATIONS DEPARTMENT  
MEMORANDUM



**TO:** Key West Bight Board  
Raymond Archer

**FR:** Marilyn Wilbarger, RPA, CCIM

**DT:** December 20, 2006

**RE:** Executive Summary - Piano Store Lease <sup>Amendment</sup> Renewal

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**ACTION STATEMENT**

To approve a lease amendment changing the commencement date of the lease.

**HISTORY**

In 2005, a lease had been approved for Dough-Re-Me to take all of the space at 907 Caroline. This lease was never fully executed and the partnership dissolved. Subsequently Tim Wegman requested a lease renewal for the Piano Shop, which was approved, but a lease document was not signed.

Next, Mr. Wegman requested that his partner Donford Warrick be added to the lease. This was done and a lease was approved and resolved by the City commission in June of 2006. Additionally, the improvements to the space, namely completing a demised wall and separately metering or billing the water were just recently completed. Therefore we are requesting that the commencement date agree with the timing of the resolution of the City Commission and that the retroactive rent increase be paid over the next twelve months. The approved lease terms are as follows:

**Demised Premises:** 975 square feet

**Term:** Five Years, Effective July 1, 2006

**Rate:** \$19.00 per square foot in year one of the renewal

**Increases:** 5% fixed annual increase

**Additional Rent:** Tenant shall pay its pro-rate share of CAM, taxes, and insurance

**Percentage Rent:** 6% in excess of the breaking point

**Utilities:** Tenant shall pay for all utility usage

**ATTACHMENTS:**  
Lease Amendment

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is entered into this 18 day of January 2006, between the Caroline Street Corridor and Bahama Village Redevelopment Agency (hereinafter "CRA") and Tim Wegman and Donford Warricks (hereinafter "TENANT").

WITNESSETH

WHEREAS, the CRA and Tim Wegman and Donford Warrick entered into a lease for space at 907 Caroline as resolved by the City Commission on June 7, 2006; and

WHEREAS, the parties desire to amend the lease to reflect a change of commencement date and retroactive rent:

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

Section 1: The above recitals are true and correct and are incorporated into and made a part hereof.

Section 2: That Section 3 and paragraph 1.5.1 and Exhibit B of the Lease are in part hereby amended to read as follows:

The term of this Lease shall be for five (5) years which shall commence on July 1, 2006 and shall end at midnight on June 30, 2011 unless sooner terminated as provided for herein.

Section 3: That Section 4, and paragraph 1.6 of the Lease are in part hereby amended to add the following:

4.4 (b) TENANT shall pay additional base rent the amount of One Hundred Dollars (\$100.00) per month for a total of twelve (12) months, beginning January 1, 2007 and ending December 1, 2007 as the total retroactive rent owed for the period July, August and September 2006.

Section 4: Except as modified herein, the Lease 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  
Date: 1-18-07

CAROLINE STREET CORRIDOR  
AND BAHAMA VILLAGE  
COMMUNITY REDEVELOPMENT AGENCY

By: [Signature]  
Mayor Morgan McPherson, Chairman  
Date: 1/18/07

ATTEST:

Lucinda Laekosky  
Witness

Tim Wegman and Donford Warricks

By: [Signature]  
Print Name: Donford WARRICK

By: [Signature]  
Print Name: Timothy Wegman

Date: 11-28-06

Date: 11-28-06

KEY WEST BIGHT

EXHIBIT "B" Amended Commencement Date

Tenant: Piano Shop Square Feet 975 CAM  
 Location: 907 Caroline Square Feet 975 BASE RENT  
 Contact: Tim Wegman Term 5 years effective 7/1/06

**\$4.57 PER SQ. FT.**

Year #	Period Beginning	Base Rent per sq. ft.		Base Rent		Tax, Ins., CAM 5% Increase	Tax, Ins., CAM Monthly	Total Rent Before Sales Tax		Sales Tax Monthly	Total Rent With Tax		TOTAL RENT ANNUAL	Percentage Rent Base Amount
		6% Increase	Annual	Annual	Monthly			Monthly	Monthly		Monthly			
1	July 1, 2006	\$19.00	\$18,525.00	\$1,543.75	\$18,525.00	\$4,455.75	\$371.31	\$1,915.06	\$143.63	\$2,058.69	\$24,704.31	\$308,750.00		
2	July 1, 2007	\$19.95	\$19,451.25	\$1,620.94	\$19,451.25	\$4,678.54	\$389.88	\$2,010.82	\$150.81	\$2,161.63	\$25,939.52	\$324,187.50		
3	July 1, 2008	\$20.95	\$20,423.81	\$1,701.98	\$20,423.81	\$4,912.46	\$409.37	\$2,111.35	\$158.35	\$2,269.71	\$27,236.50	\$340,396.88		
4	July 1, 2009	\$21.99	\$21,445.00	\$1,787.08	\$21,445.00	\$5,158.09	\$429.84	\$2,216.92	\$166.27	\$2,383.19	\$28,599.32	\$357,416.72		
5	July 1, 2010	\$23.09	\$22,517.25	\$1,876.44	\$22,517.25	\$5,415.99	\$451.33	\$2,327.77	\$174.58	\$2,502.35	\$30,028.24	\$375,287.55		

Insurance and CAM are estimated based upon most recent actual costs and adjusted 5% annually