

FIFTH AMENDMENT TO AGREEMENT

Anderson Outdoor Advertising, Inc.

This is the Fifth Amendment to Agreement with ANDERSON OUTDOOR ADVERTISING, INC., a Florida corporation, (hereinafter "ANDERSON"), and the City of Key West, Florida, a municipal corporation, (hereinafter "CITY"), dated this _____ day of _____, 2014.

WITNESSETH

WHEREAS, CITY and ANDERSON entered into an Agreement on the 27th day of December, 1995, (the "Agreement"), pertaining to bus shelter advertising; and

WHEREAS, the CITY and ANDERSON entered into the First Amendment to the Agreement on April 12, 1999; and

WHEREAS, the CITY and ANDERSON entered into the Second Amendment to the Agreement on October 1, 2003; and

WHEREAS, the CITY and ANDERSON entered into the Third Amendment to the Agreement on August 16, 2006; and

WHEREAS, the CITY and ANDERSON entered into the Fourth Amendment to the Agreement on June 23, 2011; and

WHEREAS, paragraph 1 of the Agreement, as amended, provides for a total of 24 bus shelters, all of which are coupled with benches, trash receptacles and recycling receptacles, to be located in the City's bus service area of Key West and Stock Island, and which also provides for a total of 33 bus shelters, all of which are coupled with benches, trash receptacles and recycling receptacles, to be located in the area of the City's Lower Keys shuttle service area, and which also provides for a total of 20 advertising benches which are not coupled with shelters; and

WHEREAS, the CITY and ANDERSON desire a Fifth Amendment to the existing Agreement; for purposes of modifying certain terms and conditions of said Agreement and providing replacement shelters for those shelters removed from North Roosevelt Boulevard during the highway reconstruction project;

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

Section 1: That paragraph 1 of the Agreement, as amended, is hereby deleted and replaced with the following:

ANDERSON shall own and erect bus shelters, substantially as described and depicted on attached Exhibits "B" and "C", on sites located on the public right-of-way within the City of Key West and on sites located on private property. All sites shall be at locations mutually agreed upon by the parties and shall be located only at official bus stops. At all times during the term of this Agreement, as amended, the bus shelters shall remain the property of Anderson. The right-of-way upon which any shelter may be placed shall remain public right-of-way. Nothing herein shall be construed to impose any obligation on Anderson to

maintain right-of-way other than as necessary to erect and maintain the bus shelters. Anderson shall be responsible for all costs associated with permitting and constructing the bus shelters, which shall be compliant with all state, local, and federal regulations, including those pertaining to the ADA.

Anderson shall be permitted to erect 24 bus shelters, all of which are to be coupled with benches, trash receptacles and recycling receptacles, to be located in the City's bus service area of Key West and Stock Island, along with 33 bus shelters, all of which are coupled with benches, trash receptacles and recycling receptacles, to be located in the area of the City's Lower Keys shuttle service area. In addition, Anderson shall be permitted to erect up to a total of 12 new shelters, all of which shall be coupled with benches, trash receptacles and recycling receptacles. The shelters shall be erected at locations mutually agreed upon by the parties within the area encompassed by the City's bus service area of Key West and Stock Island, and the area of the City's Lower Keys shuttle service area. Specifically, the total number of additional bus shelters shall not exceed 12, wherever located. The bench associated with each shelter shall include either a two or three seat bench with a metal divider arm rest which shall prevent persons from lying down or sleeping.

Anderson shall be permitted to erect a total of 20 advertising benches which are not coupled with shelters, to be located in the City's bus service area of Key West and Stock Island and the area of the City's Lower Keys shuttle service area. The advertising benches shall be erected at locations mutually agreed upon by the parties. Specifically, the total number of advertising benches shall not exceed 20, wherever located.

Section 2: That paragraph 3 of the Agreement is hereby amended by the addition of the following language:

In addition, Anderson shall empty and dispose of the contents of the trash and recycling receptacles at Anderson's sole cost and expense.

Section 3: That paragraph 7 of the Agreement is hereby deleted and replaced with the following:

Upon the execution of this Fifth Amendment, ANDERSON shall pay the CITY 30% of gross advertising revenues, quarterly, for all shelters and advertising benches, as each unit is added to the passenger system amenities inventory list with the CITY. This will include a reconciliation to be performed between CITY and ANDERSON on a quarterly basis, to reflect location, identify by shelter or bench, and status of same.

Additionally, the CITY and ANDERSON have developed bi-annual field and inspection procedures which are mutually agreed upon, and shall continue to be a recognized as a part of this Amendment to said Agreement.

Section 4: That paragraph 9 is amended to provide as follows:

The term of this Agreement is extended for an additional three (3) year period beyond the current expiration term of September 30, 2021, and shall be valid through September 30, 2024.

ANDERSON shall have an option for renewal of the Agreement for an additional five (5) year period at the end of the Agreement term upon mutual agreement of ANDERSON and CITY.

Section 5: Except as modified herein, the Agreement as amended shall remain in full force and effect.

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

CITY OF KEY WEST, FLORIDA

By: _____
Jim Scholl, City Manager

CHERYL SMITH, CITY CLERK

ANDERSON OUTDOOR ADVERTISING,
INC., a Florida corporation

By: _____
John H. Anderson, President

ATTEST:

Secretary