

FIRST AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this _____ day of _____, 2013, by and between the Board of Public Instruction of Monroe County, Florida, n/k/a The School Board of Monroe County, Florida (hereinafter "School Board), and the City of Key West, Florida, a municipal corporation (hereinafter the "City").

WITNESSETH

WHEREAS, School Board and City entered into an Agreement on the 24th day of April, 2012, (the "Agreement"), pertaining to the conveyance of real property commonly referred to as the Glynn R. Archer School, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "A"; and

WHEREAS, the Agreement provides for the conveyance of the subject property to take place no later than June 28, 2013; and

WHEREAS, the Agreement provides for the parties to enter into a long-term lease for real property adjacent to the Gerald Adams School; and

WHEREAS, circumstances have changed such to affect the timing of the provisions referred to in the preceding paragraphs, and;

WHEREAS, School Board and City desire to amend the Agreement to extend the time period to convey the subject property and enter into the said long-term lease.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, School Board and City agree to modify the Agreement as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

Section 1: The last sentence of paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

However, in no event shall the conveyance take place later than August 1, 2013.

Section 2: Paragraph 19 of the Agreement is hereby deleted in its entirety and replaced with the following:

No later than 24 months after the School Board's conveyance of the Property to the City, the City shall at no cost to School Board permit the School Board to utilize property adjacent to the Gerald Adams School and the City's proposed transit facility on Stock Island for the purpose of parking approximately 14 to 20 of School Board's buses. The said area to be provided to School board shall be a minimum of 6,720 square feet. Such area shall be within the one acre immediately adjacent to the Gerald Adams site depicted in Exhibit "2" attached hereto. Such use shall be pursuant to a long-term lease agreement in substantial conformity with that attached hereto as Exhibit "3".

Section 3: Except as modified herein, the Agreement shall remain in full force and effect.

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

CITY OF KEY WEST, FLORIDA

By: _____
Craig Cates, Mayor

ATTEST:

Cheryl Smith, City Clerk

BOARD OF PUBLIC INSTRUCTION OF
MONROE COUNTY, FLORIDA, n/k/a
The School Board of Monroe County,
Florida

By: _____
_____, Chairman

ATTEST:

Dr. Mark Porter, Superintendent