

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this _____ day of _____, 2015, by and between The City of Key West, Florida (hereinafter "LANDLORD") and Key West Sail & Power Squadron, Inc., formerly known as Key West Power Squadron, Inc. a Florida not for Profit Corporation, (hereinafter "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 15th day of March 1969, (the "Lease Agreement"), pertaining to the premises located at 5205 College Road, Key West, Florida; and

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. The Lease Agreement is hereby amended by the addition of a paragraph styled "TWELFTH" to provide as follows:

The TENANT herein expressly agrees to grant the use of a portion of the Demised Premises, as depicted on Exhibit "B" attached hereto and incorporated by reference (hereinafter "launch area"), to the Key West Botanical Garden Society, Inc., a Florida not for profit Corporation, for the purposes of establishing a canoe/kayak launch/landing area in support of the Florida Communities Trust Grant's Paddling Trail.

2. The Lease Agreement is hereby amended by the addition of a paragraph styled "THIRTEENTH" to provide as follows:

The LANDLORD agrees to make the following improvements at its' sole cost and expense:

- a. Improve the launch area to provide for ADA compliance through the construction of one handicap drop off space with a concrete ramp joining a boardwalk ramp leading up to and joining the existing dock;
- b. Install and compact Schedule 57 rock in the launch ramp area;
- c. Provide 2 front entry gates; one to the launch area and one to the TENANT'S Demised Premises utilizing aluminum swing gates as shown on Exhibit "B".

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.

ATTEST:

Landlord: City of Key West, Florida

Cheryl Smith, City clerk

By: _____
Craig Cates, Mayor

Tenant: Key West Sail & Power Squadron, Inc.

F. Harry Fiala
F. Harry Fiala, Commander

Witness

Witness

The foregoing First Amendment to Lease Agreement was acknowledged before me this 9th day of November, 2015, by F. Harry Fiala, who is personally known to me, or who [] produced _____ as identification.

Marilyn D. Wilbarger
Notary Public

My commission expires: September 18, 2018

Print name: MARILYN D. WILBARGER

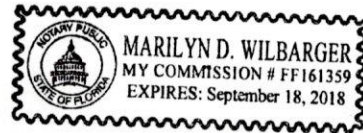
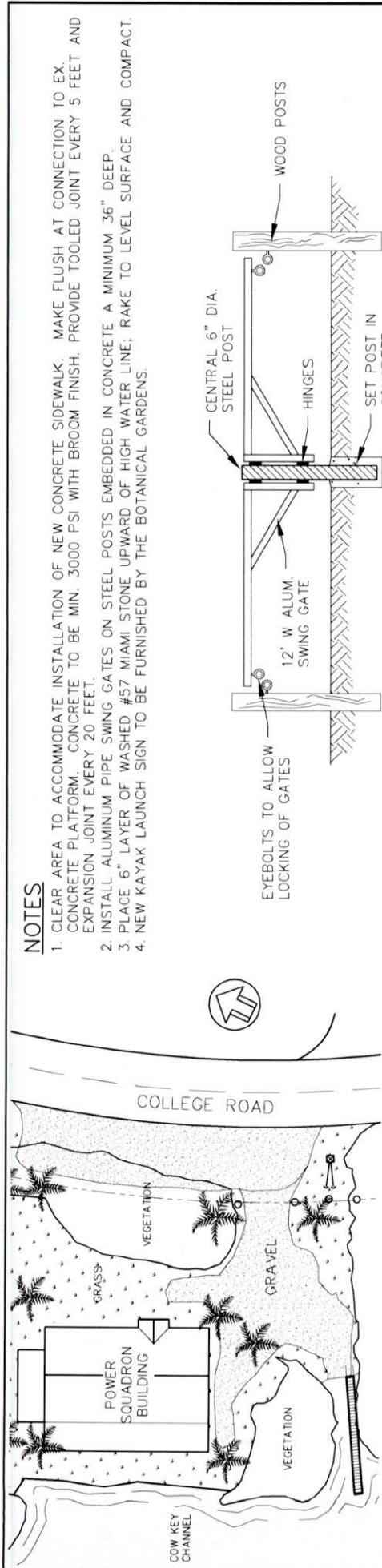


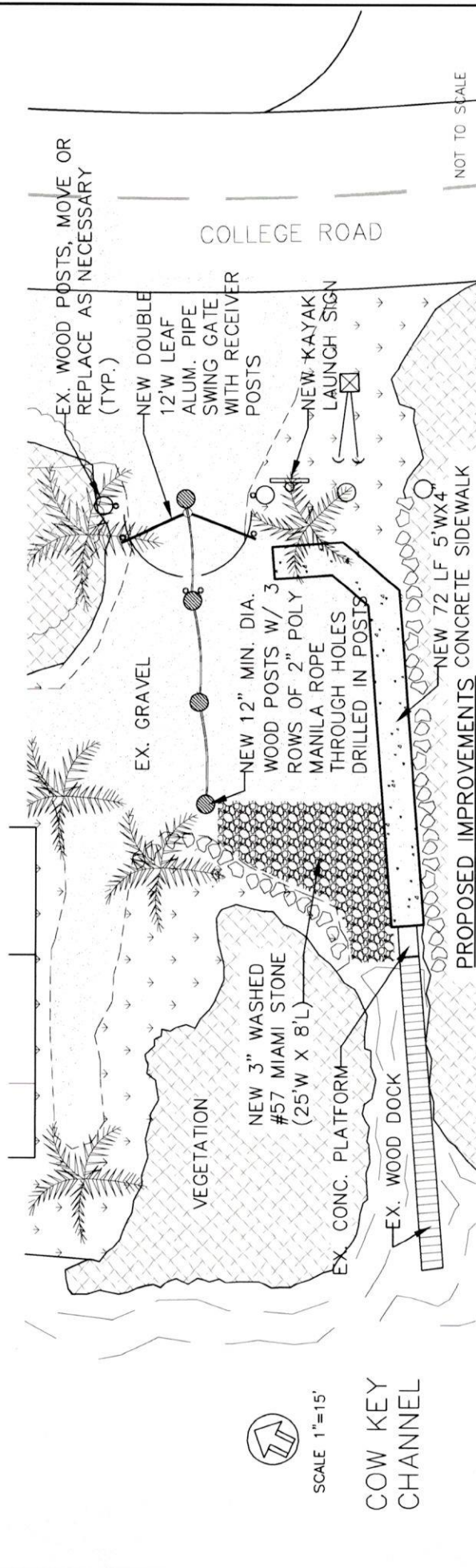
Exhibit "A"
Lease Agreement

Exhibit "B"

Demised Launch Area



EXISTING POWER SQUADRON SITE
NOT TO SCALE

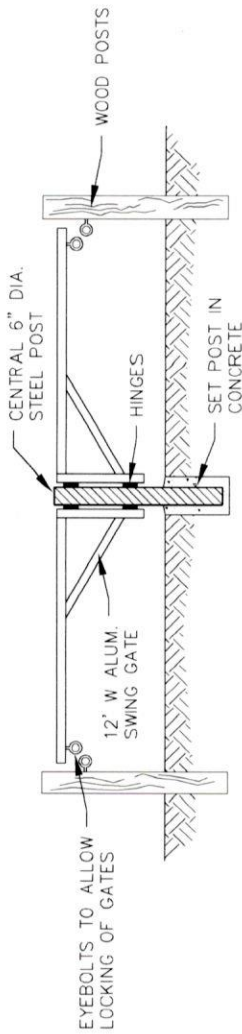


SCALE 1"=15'

COW KEY CHANNEL

NOTES

1. CLEAR AREA TO ACCOMMODATE INSTALLATION OF NEW CONCRETE SIDEWALK. MAKE FLUSH AT CONNECTION TO EX. CONCRETE PLATFORM. CONCRETE TO BE MIN. 3000 PSI WITH BROOM FINISH. PROVIDE TOOLED JOINT EVERY 5 FEET AND EXPANSION JOINT EVERY 20 FEET.
2. INSTALL ALUMINUM PIPE SWING GATES ON STEEL POSTS EMBEDDED IN CONCRETE A MINIMUM 36" DEEP.
3. PLACE 6" LAYER OF WASHED #57 MIAMI STONE UPWARD OF HIGH WATER LINE; RAKE TO LEVEL SURFACE AND COMPACT.
4. NEW KAYAK LAUNCH SIGN TO BE FURNISHED BY THE BOTANICAL GARDENS.



DOUBLE LEAF SWING GATE DETAIL
NOT TO SCALE

	<p>City of Key West Engineering Services 3122 Flagler Avenue, Key West, FL 33040</p>	<p>EXHIBIT B</p>	<p>KAYAK LAUNCH</p>
	<p>City of Key West</p>	<p>COLLEGE ROAD (POWER SQUADRON SITE)</p>	<p>DATE 10/21/15 SHEET 1 of 1</p>