

THIRD AMENDMENT TO LEASE AGREEMENT

This Third 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 Botanical Garden Society, Inc., a Florida not for profit corporation, organized under the laws of the State of Florida (hereinafter "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement pursuant to City of Key West Resolution No. 06-180 (the "Lease Agreement"), the First Amendment thereto per Resolution 07-159, and Second Amendment thereto per Resolution 13-283, pertaining to the premises located at 5210 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 No. 26 to provide as follows:

The TENANT herein shall be granted the use of the demised launch area, as depicted on Exhibit "B" attached hereto and incorporated by reference (hereinafter "launch area"), for the sole purpose of establishing a public 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 No. 27 to provide as follows:

The Key West Botanical Garden Society, Inc. agrees to make the following improvements at its' sole cost and expense:

- a. Provide a piling and multi-strand rope style fence with specifications to be approved by the LANDLORD AND TENANT, beginning at the edge of the mangrove and ending the front gate post as shown on Exhibit "B";
- b. Provide and install landscaping in the launch area and provide one 4 foot native palm replacement tree on the property as required by the removal of one coconut palm which shall be approved by the LANDLORD and the Key West Power & Sail Squadron, Inc.;
- c. Provide and install signage at the front of the launch area with hours of operation and rules, which shall be approved by the LANDLORD the Key West Power & Sail Squadron, Inc.;

3. The Lease Agreement is hereby amended by the addition of a paragraph styled No. 28 to provide as follows:

The Key West Botanical Garden Society, Inc. agrees to provide the following, at their sole cost and expense on an on-going basis:

- a. Open and close the launch area on a daily basis in conformance with the hours of operation;
- b. Provide and empty trash and recycling containers daily;
- c. Maintain the walkway, boardwalk, landscaping and dock in the launch area however maintenance does not include any structural repairs or replacements to the dock;
- d. Keep and maintain a commercial liability policy in a minimum amount of \$2,000,000 aggregate and \$1,000,000 per occurrence naming the LANDLORD and the Key West Power & Sail Squadron, Inc. as additional insureds with respect to the use of the launch area.

4. The Lease Agreement is hereby amended by the addition of a paragraph styled No. 29 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 Sail and Power Squadron Demised Premises utilizing aluminum swing gates as shown on Exhibit "B".

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

IN WITNESS WHEREOF, the parties have made this Third 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 Botanical Garden Society, Inc.

Witness

By:

Witness

The foregoing Third Amendment to Lease Agreement was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me, or who [] produced _____ as identification.

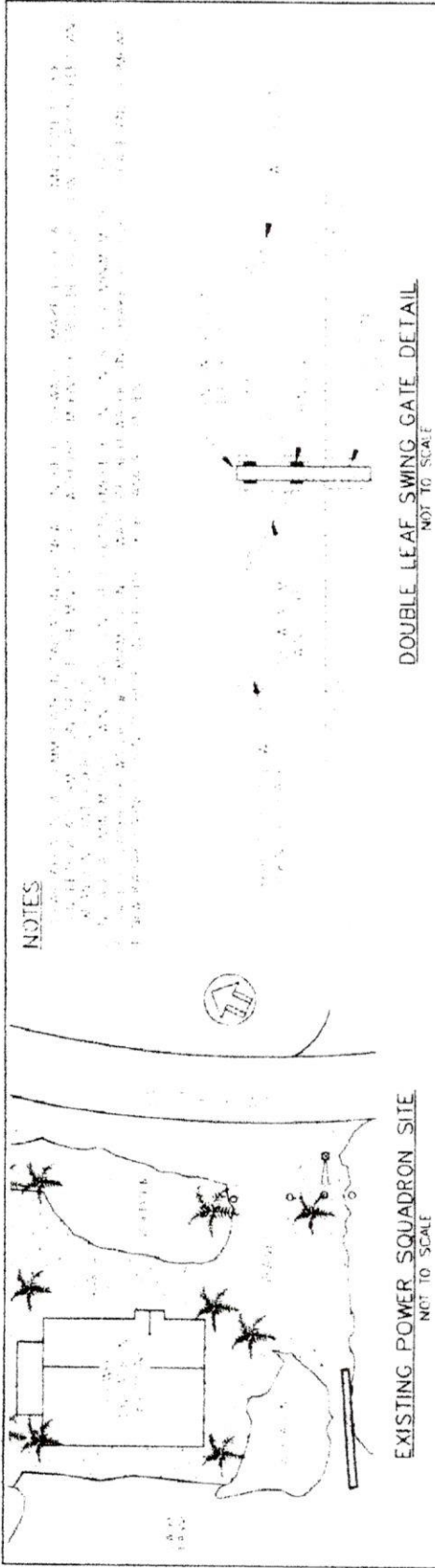
My commission expires:

Notary Public
Print name: _____

Exhibit "A"
Lease Agreement

Exhibit "B"

Demised Launch Area



NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

2. ALL CONCRETE SHALL BE 3000 PSI STRENGTH.

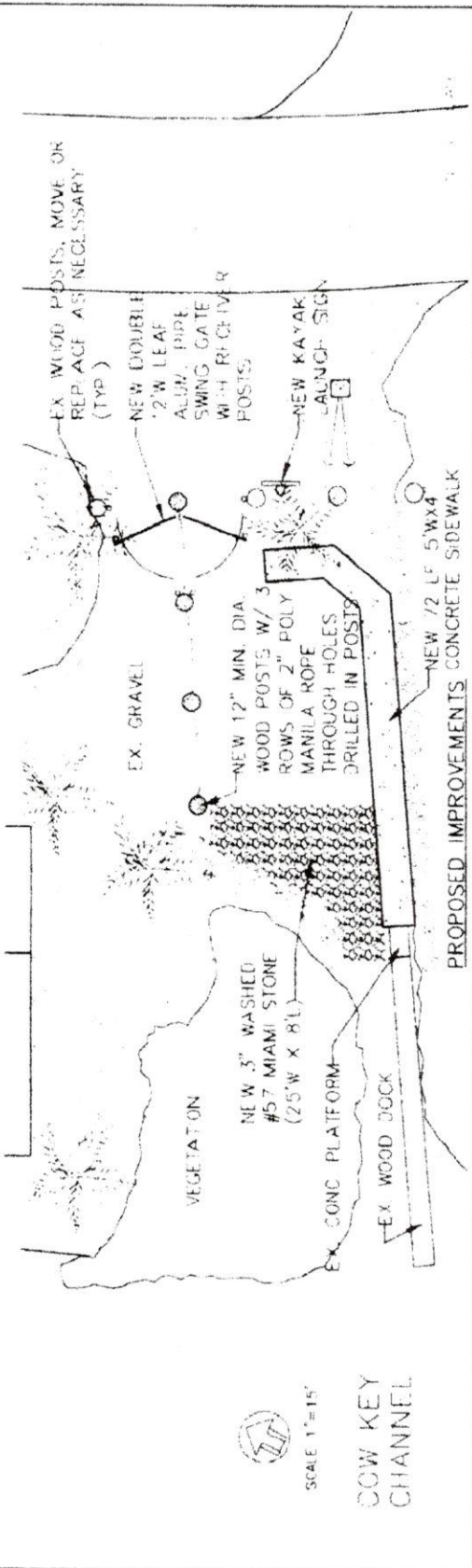
3. ALL IRONWORK SHALL BE GALVANNEAL STEEL.

4. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED.

5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED.

6. ALL MATERIALS SHALL BE APPROVED BY THE ENGINEER.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF KEY WEST SPECIFICATIONS.



 <p>City of Key West 118 N. Duval Street Key West, FL 34290</p>	<p>EXHIBIT B</p>	<p>KAYAK LAUNCH</p>	<p>DATE: 11/17/10 DRAWN BY: J. J. [unreadable] CHECKED BY: C. J. [unreadable] SCALE: AS SHOWN</p>
		<p>COLLEGE ROAD (POWER SQUADRON SITE)</p>	