

This instrument was prepared by and return to:

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Stones & Cardenas, Attorneys at Law
221 Simonton Street
Key West, Florida 33040

(Space above for recording)

AMENDMENT TO REVOCABLE LICENSE AGREEMENT

THIS AMENDMENT TO REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY dated March 24, 2014, by and between THE CITY OF KEY WEST, FLORIDA, a municipal corporation (the "City") and CHRISTOPHER A.R. DARBY and KIMBERLEY R. DARBY, ("Darbys" and/or "Licensees").

RECITALS

A. Darbys are Licensees under a Revocable License Agreement for Use of City Property (the "License Agreement") dated March 24, 2014 between the City and the Licensees, which License Agreement permits the Licensees to park vehicles on the City's property; and also to maintain the existing landscaping and pavers on the City's property within the Pinder Lane right-of-way adjacent to Licensees' property (the "License Area").

B. The parties desire to amend the License Agreement to restrict parking to a specified area and clarify that, with the exception of the parking area, Licensees' right to use the License Area is non-exclusive.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the undersigned Darby and the City agree as follows:

1. Recitals. The statements contained in the Recitals herein are true and correct, and incorporated herein by reference.
2. Parking Area. Licensees' right to park vehicles in the License Area shall be restricted to an 8.0' x 15.0' area located on the north side of Pinder Lane as shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Parking Space."). Licensees shall have the exclusive right to access and use the Parking Space.
3. Access to 5 and 6 Pinder Lane. With the exception of the Parking Space, the License Area may be accessed and used by the owners of 5 and 6 Pinder Lane, including their agents, invitees, guests, successors and/or assigns in the same manner as the Pinder Lane right of way.
4. Amendment Provisions Control / License Agreement Ratified. To the extent that there is any inconsistency or conflict with the License Agreement and any of the provisions contained in this Amendment, the provisions set forth in this Amendment shall govern the understanding between the parties hereto. All terms and conditions in the License Agreement not specifically referenced in or amended by this Amendment, shall and do remain in full force and effect and are hereby ratified and confirmed by the City and the Licensees in all other respects.

Signed, sealed, and delivered in the presence of:

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2015.

LICENSOR:
CITY OF KEY WEST, FLORIDA

ATTEST:

Cheryl Smith, City Clerk

By: _____
Craig Cates, Mayor

STATE OF FLORIDA:
COUNTY OF MONROE:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, THE CITY OF KEY WEST, FLORIDA, by and through CRAIG CATES, its Mayor, who is personally known to me to be the person described in and who executed the foregoing instrument or has produced _____ as identification, and he/she/it/they has/have acknowledged before me that he/she/it/they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe, State of Florida, this _____ day of _____, 2015.

Printed Name of Notary NOTARY PUBLIC

My Commission Expires:

LICENSEES:

Signature of Witness

CHRISTOPHER A.R. DARBY

Printed Name of Witness

Signature of Witness

Printed Name of Witness

Signature of Witness

KIMBERLEY R. DARBY

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF _____ :
COUNTY OF _____ :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHRISTOPHER A.R. DARBY and KIMBERLEY R. DARBY, who is/are personally known to me to be the person(s) described in and who executed the foregoing instrument or has/have produced _____ as identification, and he/she/it/they has/have acknowledged before me that he/she/it/they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at _____, County of _____, State of _____, this _____ day of _____, 2015.

Printed Name of Notary NOTARY PUBLIC

My Commission Expires:

