

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease ("Fourth Amendment") is hereby made and entered into between the Town of Longboat Key, a municipal corporation under the laws of the State of Florida (hereinafter, the "TOWN" and Longboat Library, Inc., a Florida not-for-profit corporation (hereinafter, the "LIBRARY").

WHEREAS, on May 22, 2001, the TOWN and LIBRARY entered into a Lease, a copy of which is attached hereto as Exhibit "1," for the LIBRARY, as tenant, to lease from the TOWN, the property commonly known as the Longboat Key Library; and

WHEREAS, on April 20, 2007, the TOWN and LIBRARY entered into an Amendment to Lease, a copy of which is attached hereto as Exhibit "2," which extended the term of the Lease until June 15, 2016; and

WHEREAS, on June 15, 2016, the TOWN and LIBRARY entered into a Second Amendment to Lease, a copy of which is attached hereto as Exhibit "3," which extended the term of the Lease until June 15, 2021; and

WHEREAS, on November 6, 2017, the TOWN and the LIBRARY entered into a Third Amendment to Lease, a copy of which is attached hereto as Exhibit "4," which requires the LIBRARY to retain certain types of insurance coverage and reimbursing the Library for coverage related to the building; and

WHEREAS, the original lease agreement relating to the Longboat Key Library referenced as Exhibit 1 and all subsequent amendments to such document as referenced in Exhibits 2, 3 and 4, shall collectively be referred to as the "Lease"; and

WHEREAS, Sarasota County has indicated an interest in exploring the potential future operation of a free public library within the building that is currently used by the Longboat Library; and

WHEREAS, the LIBRARY has participated in the discussions with the Town and Sarasota County relating to Sarasota County's operation of a free library from the building site occupied by the LIBRARY; and

WHEREAS, during the discussions with the Town and Sarasota County, the parties discussed the possibility that the LIBRARY entity would transition to a "Friends" group providing volunteer services and fundraising to support the Sarasota County operated Longboat Key library branch; and

WHEREAS, the TOWN and Sarasota County need additional time to strategically plan for the development of a free public library at the building site.

NOW, THEREFORE, be it resolved by the Town Commission of the Town of Longboat Key, Florida, that:

SECTION 1. The above Whereas clauses are true and correct and are hereby ratified, confirmed and fully incorporated by reference.

SECTION 2. Subject to the termination provision contained herein, the term for the Lease is hereby extended to June 15, 2024 to provide the TOWN and Sarasota County's

with additional time to coordinate and collaborate on the development of a free public library on Longboat Key at the existing library building.

SECTION 3. THE TOWN may terminate the Lease at any time during the Lease term (a) for any reason by giving the LIBRARY at least one (1) year's prior written notice, or (b) in order to facilitate the implementation of public library services with Sarasota County by giving the LIBRARY at least ninety (90) days' prior written notice.

SECTION 4. This Fourth Amendment shall be effective immediately upon the execution by the parties.

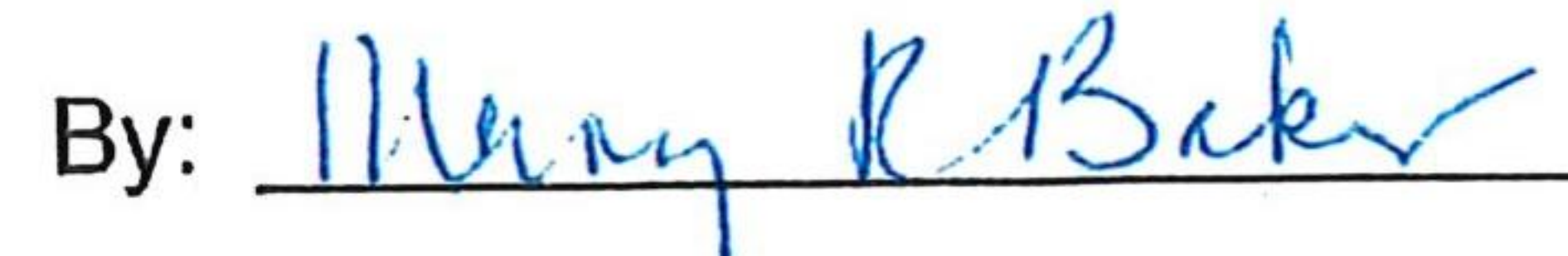
SECTION 5. All other terms and conditions of the Lease not expressly inconsistent with the Fourth Amendment shall remain in full force and effect.

Adopted at a meeting of the Town Commission of Longboat Key, Florida the 4th day of May, 2020.

WITNESS:


B. A. BAKER

LONGBOAT LIBRARY, INC.

By: 
Mary Baker, President

WITNESS:


Brenda Raine

TOWN OF LONGBOAT KEY


Tom Harmer, Town Manager

Date: May 15, 2020

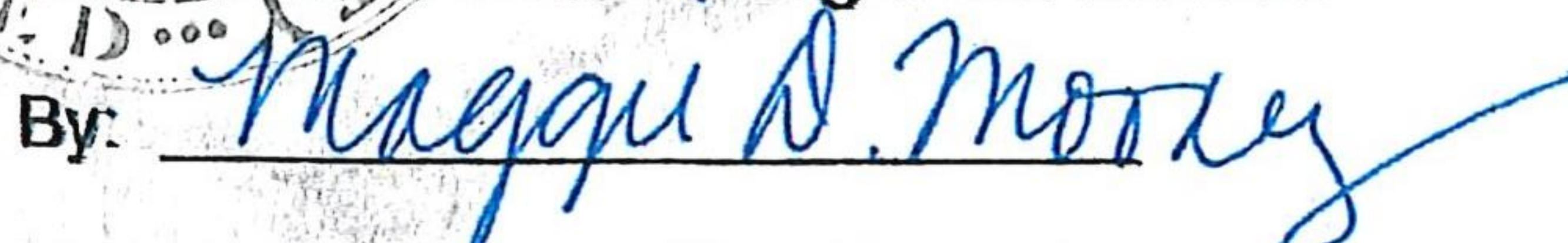
ATTEST:



Trish Shinkle, Town Clerk

Date: 5/15/2020

Review as to form and legal correctness:

By: 
Maggie D. Mooney, Esq. Town Attorney

