

To:	Howard
From:	Kari
Date:	4/22/2024
Subject:	Signature approval

Tip-

Attached for your signature is an amendment for the library.

Thanks-

Kari

Fifth Amendment To Lease

This Fifth Amendment to Lease ("Fifth 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, on May 4, 2020 the TOWN and the LIBRARY entered into a Fourth Amendment to Lease, a copy of which is attached hereto as Exhibit "5," which extended the term of the Lease until June 15, 2024 and provided the TOWN with a one-year written notice termination clause and a ninety-day written notice clause to transition to Sarasota County public library services; 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, 4, and 5, shall collectively be referred to as the "Lease"; and

WHEREAS, Sarasota County has an interest in exploring the potential future construction and operation of a free public library at an alternate site on Longboat Key; and

WHEREAS, the LIBRARY has participated in the discussions with the Town and Sarasota County relating to Sarasota County's construction and operation of a free library at a new location; 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 a new Longboat Key library branch constructed and operated by Sarasota County; and

WHEREAS, discussions between the TOWN and Sarasota County are ongoing, and additional time is needed to strategically plan for the development and construction of a new, free public library on Longboat Key; and

WHEREAS, the TOWN and the LIBRARY seek to provide for an additional extension of the Lease associated with the existing Longboat Key Library site, to allow the

Town and Sarasota County additional time finalize discussions about the new, free library on Longboat Key.

NOW, THEREFORE, the TOWN and the LIBRARY hereby agree to amend the Lease as follows:

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 for up to three (3) years until June 15, 2027 to provide the TOWN and Sarasota County with additional time to coordinate, collaborate, and construct a free public library on Longboat Key.

SECTION 3. THE TOWN may terminate the Lease at any time during the Lease term for (a) any reason by giving the LIBRARY at least one (1) year's prior written notice, or (b) to facilitate the implementation of free public library services in conjunction with Sarasota County by giving the LIBRARY at least nine (9) months' prior written notice of the expiration of the Lease.

SECTION 4. This Fifth 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 Fifth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN and the LIBRARY have made and executed this Fifth Amendment as of the day and year indicated below.

WITNESS:

DocuSigned by:

Caryn Brown

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WITNESS:

DocuSigned by:

Kari Kennedy

37C5C7C8201E49E...

ATTEST:

DocuSigned by:

Trish Shinkle

Trish Shinkle, Town Clerk

Date: 4/26/2024

LONGBOAT LIBRARY, INC.

DocuSigned by:

By: *Mary Baker*

Mary Baker, President

Date: 4/23/2024

TOWN OF LONGBOAT KEY

DocuSigned by:

Howard Tipton

Howard N. Tipton, Town Manager

Date: 4/26/2024

Review as to form and legal correctness:

DocuSigned by:

By: *R. David Jackson for*

Town Attorney