

M E M O R A N D U M

Date: March 24, 2016

TO: Dave Bullock, Town Manager
FROM: Juan J. Florensa, Public Works Director
SUBJECT: Longboat Key Library Second Amendment to Lease

The Longboat Key Library lease expires June 15, 2016. The Town Manager met with Library President Eileen Hassel. The Town Manager is recommending that the Library Lease be extended for an additional five years (expiring June 15, 2021) with the provisions that it may be terminated with one year's notice and that all insurance costs (general liability, fire and flood) be borne by the Library.

Attached please find a copy of the lease prepared by the Town Attorney for your consideration.

The Town Commission considered the Longboat Key Library Second Amendment to Lease at their March 23, 2016 Regular Workshop Meeting and forwarded the document to the April 4, 2016 Regular Meeting Consent Agenda for formal action. Approval of the Consent Agenda will authorize the Manager to execute the Second Amendment to Lease.

Attachments

xc. Mike Hein, Assistant Town Manager

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease 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 (hereinafter, the "Lease"); 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, the TOWN and LIBRARY now mutually desire to extend the term of the Lease for an additional five (5) years.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the TOWN and LIBRARY enter into this Second Amendment to Lease and hereby agree as follows:

1. The term of the Lease is hereby extended until June 15, 2021.
2. The TOWN reserves the right to terminate this Lease for any reason and at any time upon giving the LIBRARY at least one (1) year's written notice of the TOWN's intent to terminate the Lease.
3. Section 10 of the Lease is hereby amended to the following:

At all times subsequent to the effective date of the Second Amendment to Lease and during the full term of the Lease, LIBRARY shall keep the premises covered, at the LIBRARY's sole cost and expense, by the following types of insurance:

(a) Fire and extended coverage multi-peril insurance in an amount equal to one hundred percent (100%) of the full replacement cost of LIBRARY's furniture, fixtures, and equipment located on the premises. Any policy

providing such coverage shall contain the so-called special coverage all risk endorsement and the full replacement cost endorsement.

(b) Claims for personal injury and property damage under a policy of general public liability insurance with a limit of not less than ONE MILLION and No/100ths (\$1,000,000.00) DOLLARS per occurrence, with respect to both bodily injury and property damage.

(c) Flood insurance in the maximum coverage available.

(d) Against such other hazards and in such amounts as the holder of any mortgage to which this Lease is subordinate may from time to time require.

All policies of insurance required to be maintained by LIBRARY shall name LIBRARY and TOWN as the insured and their respective interests may appear. TOWN is to be named as an additional insured on LIBRARY's general liability policy.

4. The effective date of this Second Amendment to Lease shall be June 16, 2016.
5. All other terms and conditions not expressly inconsistent with this Second Amendment to Lease shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness whereof, the TOWN and LIBRARY have executed this Second Amendment to Lease by their undersigned duly authorized representatives this _____ day of _____, 2016.

WITNESS:

LONGBOAT LIBRARY, INC.

Signature

By: _____
Eileen Hassel, President

Date: _____

Date: _____

ATTEST:

TOWN OF LONGBOAT KEY

Trish Granger, Town Clerk

By: _____
David R. Bullock, Town Manager

Date _____

Date _____

Seal

Review of Amendment as to form

By: _____

Maggie-Mooney-Portale, Esq., Town Attorney

LEASE

THIS LEASE, made and entered into this 22 day of MAY, 2001, by and between the TOWN OF LONGBOAT KEY, a municipal corporation organized and existing under the laws of the State of Florida, Lessor, hereinafter called the "TOWN" and LONGBOAT LIBRARY, INC., a Florida corporation not for profit, Lessee, hereinafter called the "LIBRARY".

WITNESSETH:

For and in consideration of ten (\$10) dollars, the receipt and sufficiency of which is hereby acknowledged and the covenants and agreements hereinafter set forth, the TOWN does hereby lease to the LIBRARY, and the LIBRARY does hereby lease as tenant from the TOWN, the property commonly known as the Longboat Key Library as more particularly described in Exhibit "A".

TO HAVE AND TO HOLD the same for a term of five (5) years, beginning on the 15th day of June, 2001 and ending on the 15th day of June, 2006.

The parties hereto do further covenant and agree as follows:

1. In addition to leasing the premises described in Exhibit "A", the TOWN does also hereby grant to the LIBRARY a non-exclusive easement for vehicular ingress and egress over and across a parcel of land twenty (20) feet in width lying southerly of and abutting the south line of the demised premises and extending from Bay Isles Road to the westerly lot line of said premises as extended southerly for twenty (20) feet. The TOWN agrees to pay for the maintenance of the roadway furnishing access to the demised premises.
2. The LIBRARY will pay any and all licenses, taxes and other charges resulting from or arising out of the occupancy of said premises by LIBRARY.
3. The LIBRARY hereby agrees to indemnify and hold the TOWN harmless of and from any and all claims, liability, causes of actions, or damages, of whatever nature resulting from the use by the LIBRARY of the demised premises.



4. No member of the public shall be arbitrarily prohibited from reasonable use and access to the demised premises. The LIBRARY shall use its best efforts to provide library services to the Town and its townspeople. Both the LIBRARY and TOWN agree not to discriminate against any party on any grounds including but not limited to race, color, or national origin.
5. The LIBRARY understands and acknowledges that the demised premises are to be used solely as a public library and that the LIBRARY will offer continuous library services to the Town. In the event the library is not open to the public for more than fourteen (14) consecutive days (except for natural disaster) this lease shall be deemed abandoned and the TOWN shall have the right to terminate the lease and obtain possession of the demised premises.
6. The LIBRARY shall not assign or sublet said premises or any portion thereof without prior written consent of the TOWN.
7. The LIBRARY shall obtain the prior written approval and consent of the TOWN before making any improvements, additions or alterations to the premises. All improvements, structures, additions or alterations attached or affixed to the building which may be made shall become the property of the TOWN and remain upon the premises and be surrendered with the premises at the termination of this Lease. The contents and other personal property shall remain the property of the LIBRARY and shall be removed from the premises at the expiration of this lease unless other arrangements are agreed upon in writing by the TOWN and LIBRARY.
8. The LIBRARY shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, deed restrictions and requirements of the federal, state, county and city governments where applicable, and of any and all departments and bureaus with regard to the said use of the premises, and the LIBRARY shall further take such action as is necessary to prevent and correct any nuisance or other grievances in, upon or connected with the use of the premises during the term of this Lease.

9. The TOWN or any of its agents or employees shall have the right to enter into the said premises during the term of this Lease for purposes of inspection.
10. At all times subsequent to the commencement date of the term of this Lease and during the full term, LIBRARY shall keep the premises covered, at LIBRARY's sole cost and expense by the following types of insurance:
 - (a) Fire and extended coverage multi-peril insurance in an amount equal to 100% of the full replacement cost of LIBRARY's furniture, fixtures and equipment located on the Premises. Any policy providing such coverage shall contain the so-called special coverage all risk endorsement and the full replacement cost endorsement.
 - (b) Claims for personal injury or property damage under a policy of general public liability insurance with limits of at least ONE MILLION and NO/100^{ths} (\$1,000,000.00) DOLLARS in respect to bodily injury and FIVE HUNDRED THOUSAND and NO/100^{ths} (\$500,000.00) DOLLARS for property damage.
 - (c) Flood insurance in the maximum coverage available.
 - (d) Against such other hazards and in such amounts as the holder of any mortgage to which this Lease is subordinate may from time to time require.All policies of insurance required to be maintained by LIBRARY shall name LIBRARY and TOWN as the insured as their respective interests may appear.
11. In the event the LIBRARY should violate any of the covenants, conditions, terms or warranties contained herein; the TOWN shall have the right to give the LIBRARY written notice of such violation. The LIBRARY shall have thirty (30) days to cure or correct such default or violation after notice. In the event LIBRARY should fail to cure or correct such default or

violation after notice, then this Lease shall become null and void upon thirty (30) days written notice thereof.

12. In the event legal proceedings become necessary as a result of the violation or alleged violation of any of the terms or provisions of this Lease by either the TOWN or the LIBRARY, the Court shall have the right to assess the costs of such legal proceedings, including reasonable attorneys fees and court costs, against the losing party.
13. The rights of the TOWN under this Lease shall be cumulative, and the failure of the TOWN to exercise promptly any right hereunder shall not operate to forfeit or waive any of the TOWN's rights.
14. This Lease contains the entire agreement between the parties.
15. This Lease shall be construed under the laws of the State of Florida, with venue in Sarasota County.
16. Notice to the TOWN shall be delivered by hand or sent United States Mail, return receipt requested, to:
Town Manager
501 Bay Isles Road
Longboat Key, Florida 34228.
17. Notice to the LIBRARY shall be hand delivered or sent United States Mail, return receipt requested, to:
President, Longboat Library, Inc.
555 Bay Isles Road
Longboat Key, FL 34228

18. Disclosure. Radon, a radioactive gas that occurs in nature, may present health risks to persons exposed to sufficient quantities over time. Quantities that exceed guidelines have been found in buildings in Florida. Risk and testing information may be obtained from the county public health unit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their undersigned duly authorized officers as of the day and year first above written.

TOWN OF LONGBOAT KEY

By: *[Signature]*

Kennedy Legler, Jr., Mayor

ATTEST:

[Signature]

Donna H. Spencer, Town Clerk

Approved as to form:

By: *[Signature]*

David P. Persson, Town Attorney

LONGBOAT LIBRARY, INC.

By: *[Signature]*

President

ATTEST:

[Signature]
State of Florida, County of Sarasota
Acknowledge before me this 3rd day of
May, 2001 personally appeared Ruth Strauss
who presented FL DL# S36277625952.

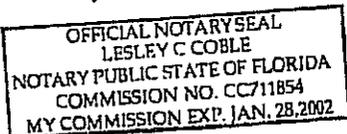


Exhibit "A"

Commence at the NW corner of the SW 1/4 of the NW 1/4 of Section 8, Township 36 S, Range 17 E, Town of Longboat Key, Sarasota County, Florida, being also a point on the southerly line of Longboat Shores Rev., as per plat thereof recorded in Plat Book 3, Page 49, Public Records of Sarasota County, Florida, and the northeasterly corner of Coquina Beach as per plat thereof recorded in Plat Book 1, Page 203, Public Records of Sarasota County, Florida; run thence S 2°51'47" E along the easterly line of said Coquina Beach Subdivision 1444.22' to the northeasterly right of way line of Gulf of Mexico Drive (100'); thence N 87°08'13" E, 285'; thence N 2°51'47" W, 407' for a Point of Beginning; thence S 87°08'13" W, 172'; thence N 2°51'47" W, 103'; thence N 87°08'13" E, 172'; thence S 2°51'47" E, 130' to the Point of Beginning, containing 0.51 acres more or less.

Amendment to Lease

The Lease, made and entered into on May 22, 2001, between the Town of Longboat Key, a municipal corporation under the laws of the State of Florida ("Town") and Longboat Library Inc., a Florida not for profit corporation ("Library"), attached hereto as Exhibit "A", is hereby amended by extending the term of the lease until June 15, 2016.

All other terms and conditions not expressly inconsistent with this Amendment to Lease shall remain in full force and effect.

The parties enter into this Amendment to Lease for ten dollars (\$10) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged.

In witness whereof, the parties hereto have executed this Amendment to Lease by

their undersigned duly authorized officers this 20 day of ~~November, 2006~~ ^{April 2007}.

TOWN OF LONGBOAT KEY

By: Jeremy Whatmough
Joan M. Webster, Mayor
Jeremy Whatmough

ATTEST:

Jane O'Connor
Jane O'Connor, Town Clerk

Approved as to form:

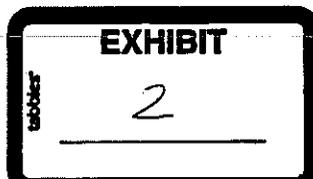
By: David P. Persson
David P. Persson, Town Attorney

LONGBOAT LIBRARY, INC.

By: Carole McMahon
Carole McMahon, President

WITNESS
ATTEST:

Deputy Town Clerk
Deputy Town Clerk.



CON 534



End of Agenda Item