

**FIRST AMENDMENT TO GROUND LEASE AGREEMENT
FOR TEMPORARY PUBLIC LIBRARY AT CONE PARK**

This First Amendment to the Ground Lease Agreement (“**Lease**”) made effective on August 22, 2011, (the “**Commencement Date**”) by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation (“**Lessor**”), and **ALACHUA COUNTY LIBRARY DISTRICT, an Independent Special District** (“**Lessee**”).

WHEREAS, the parties previously entered into a Lease on August 22, 2011, whereby Lessor granted to Lessee use certain property owned by the Lessor for the purpose of locating and operating a modular building to be use as a temporary library; and

WHEREAS, per Paragraph 2 of the Lease Agreement, the term of the Lease is for two years, which may be extended by mutual agreement of the Lessor and Lessee.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby renew the Lease Agreement to expire 90 days after issuance of a certificate of occupancy for the permanent library at Cone Park, or on December 31, 2014, whichever first occurs.

Except as specifically set forth herein, all other terms and conditions of the Lease Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms of the Lease Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by persons duly authorized thereunto as of the day and year first above written.

WITNESSES:

**LESSOR:
CITY OF GAINESVILLE, FLORIDA**

Russ Blackburn, City Manager

WITNESSES:

**LESSEE:
ALACHUA COUNTY
LIBRARY DISTRICT**

Lee Pinkoson
Chair, Governing Board