

FIRST AMENDMENT TO USE AGREEMENT

THIS FIRST AMENDMENT TO USE AGREEMENT (the "Amendment") is made and entered into this 12 day of APRIL 2010, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (hereinafter referred to as the "LESSEE"), and the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida (hereinafter referred to as the "LESSOR").

RECITALS

WHEREAS, the LESSOR and LESSEE entered into that certain Use Agreement, dated October 18, 2000 (the "Agreement"), for LESSEE'S use of the parking facilities at North Beach Elementary School ("SCHOOL"), located at 4100 Prairie Avenue; and

WHEREAS, LESSOR and LESSEE hereby consent to a renewal of the Agreement for another five (5) year term, commencing on July 23, 2011, and ending on July 22, 2016, subject to the amendments set forth herein, which amendments shall be effective as of July 23, 2011.

NOW THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article I of the Agreement, entitled "Premises to Be Leased", is hereby amended, as follows:

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described facilities, totaling ~~forty-eight (48)~~ thirty (30) parking spaces, hereinafter collectively called the "DEMISED PREMISES," lying and being in the City of Miami Beach, County of Miami-Dade, State of Florida, and more particularly described in Exhibit "A," attached hereto and made a part hereof, to wit:

- ~~Twenty-four (24)~~ Fifteen (15) dedicated metered parking spaces along 42nd Street (hereinafter called "METERED PARKING"); and
- ~~Twenty-four (24)~~ Fifteen (15) dedicated parking spaces in the last row of the surface lot on 42nd Street, (hereinafter called "SURFACE LOT").

3. Paragraph 1 of Article IV of the Agreement, entitled "Consideration," is hereby amended, as follows:

Other than as stipulated in Article V, LESSEE does hereby covenant and agree to pay LESSOR, and LESSOR does hereby covenant and agree to accept from LESSEE, as full consideration for the use and occupancy of the DEMISED PREMISES, the sum of ~~FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS (\$4,320.00)~~ THREE THOUSAND ONE HUNDRED FIFTY DOLLAR (\$3,150) per year, payable in twelve (12) equal monthly installments of ~~THREE HUNDRED SIXTY DOLLARS (\$360.00)~~ TWO HUNDRED SIXTY TWO DOLLARS AND FIFTY CENTS (\$262.50). The Rental rate has been determined at \$30 per parking space per month (50% of the City adopted monthly parking rate) for the SURFACE LOT parking spaces, for the period of November 1st to April 30th. There shall be no charge to the LESSEE for the ~~METERED PARKING spaces.~~

4. A new Article XXVI is added to read as follows:

LEGAL FEES AND COURT COSTS

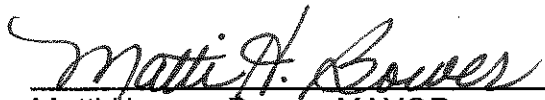
In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement."

5. Exhibit "A" of the Agreement is replaced with a new Exhibit "A" as attached and incorporated to this Amendment.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Amendment to be executed by their respective and duly authorized officers the day and year first hereinabove written.

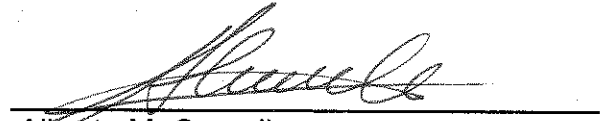
LESSOR:

THE CITY OF MIAMI BEACH, FLORIDA

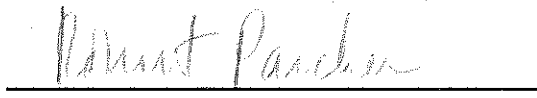

Matti Herrera Bower, MAYOR

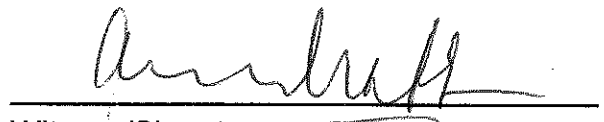
LESSEE:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

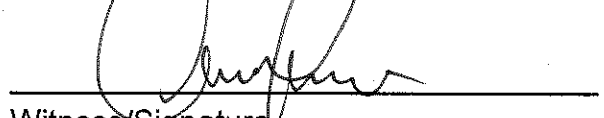

Alberto M. Carvalho
Superintendent of Schools

Attest:


Robert Parcher, CITY CLERK


Witness/Signature

AND R. GRAFT
Print Name


Witness/Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY SCHOOL BOARD ATTORNEY

 4/12/11

MICHAEL A. LEVINE
Print Name

Underscore denotes new language
~~Strike-through~~ denotes deleted language

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

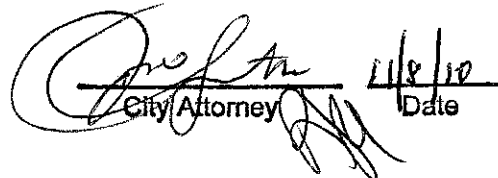
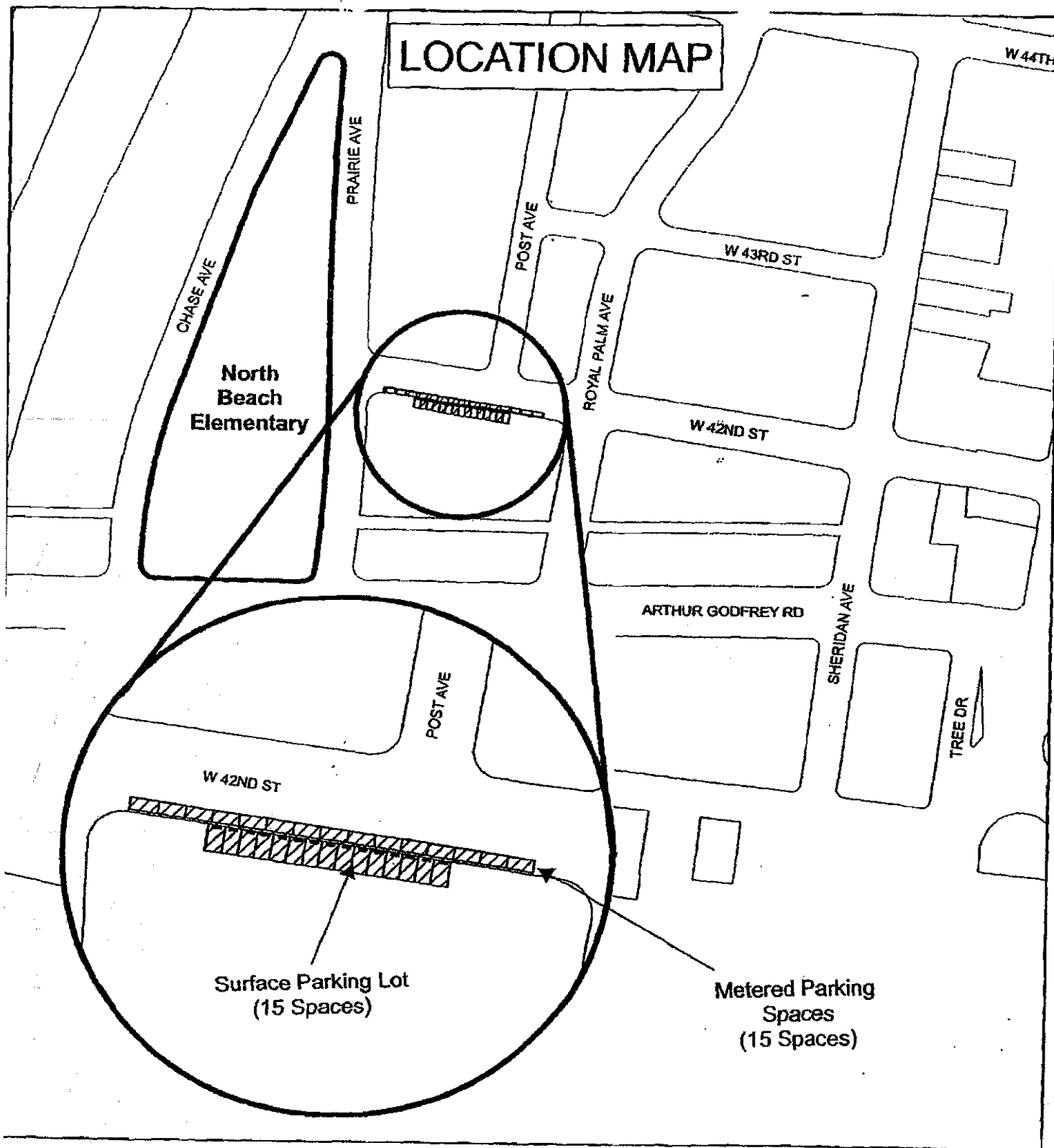

City Attorney Date 4/8/10

EXHIBIT "A"



LEGEND

**Demised Premises
(Total of 30 Parking Spaces)**



Not to scal