

**FIRST AMENDMENT TO IN-LIEU OF PARKING FEE PAYMENT
AGREEMENT**

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City") and Greenwheel LLC, a Florida limited liability company (the "Greenwheel") entered into an In-Lieu of Parking Fee Payment Agreement (the "Agreement") dated 5/28/19; and

WHEREAS, the agreement called for a payment of \$200,000, payable over 7 years, with the first payment to begin one year from the date that a Certificate of Occupancy was issued; and

WHEREAS, on March 21, 2018, the City of Oakland park adopted Ordinance 2018-04 and Resolution 2018-035 adopting new Downtown Mixed-Use District parking standards and an incentive program; and

WHEREAS, the new regulations would require Greenwheel to provide a total of twenty-five parking spaces with the ability of five (5) on-site parking spaces for the Property resulting in a deficiency of twenty (20) on-site parking spaces; and

WHEREAS, the new parking space requirement and Downtown Mobility Fee regulations total \$140,000 for the deficient parking spaces, payable over 9 years, with the first payment deferred for 2 years from the date of the first Certificate of Occupancy which is July 18, 2017; and

WHEREAS, the City and Greenwheel desire to enter into a First Amendment to the In-Lieu of Parking Fee Payment Agreement.

NOW THEREFORE, in consideration of the mutual covenants, the City and Greenwheel do agree to enter into this First Amendment to provide that:

1. The aforementioned Whereas clauses are hereby ratified and confirmed.
2. Any language in the In-Lieu of Parking Fee Payment Agreement, its exhibit(s) thereto limiting the use to a fitness center and restaurant be hereby amended to allow for the property to be operated as a "Fitness Center".
3. Greenwheel agrees and acknowledges that it shall pay to the a City fee of One Hundred Forty Thousand Dollars (\$140,000) ("Downtown Mobility Fee") as consideration of the deficiency of twenty (20) parking spaces. Pursuant to the Downtown Mobility Incentive Program the total amount due may be amortized over nine (9) years from July 18, 2017. The first two years of payment are deferred and will be due and payable on July 18, 2019 (two years from the date of the first Certificate of Occupancy).
4. Annual payments of \$20,000 will begin on July 18, 2019 to be paid over the remaining 7 years of the 9-amortization schedule, attached as Exhibit A, with a total amount due and payable of \$140,000.
5. In the event of any inconsistencies between this Agreement and the First Agreement, the provisions contained in the First Amendment shall prevail. In all other respects, the terms and provisions of the Agreement are ratified and confirmed.

CITY:

CITY OF OAKLAND PARK, FLORIDA

Property Owner:

GREENWHEEL, LLC

[Signature]
Owner

By: David Hebert

Title: [Signature] City Manager

Date: 5/15/19

Brian McMackin

By:

Title:

Date: 5/15/19

EXHIBIT A
(Payment Schedule)

Year	Amount Due	Due Date
Year 1	Deferred	July 18, 2017
Year 2	Deferred	July 18, 2018
Year 3	\$20,000	July 18, 2019
Year 4	\$20,000	July 18, 2020
Year 5	\$20,000	July 18, 2021
Year 6	\$20,000	July 18, 2022
Year 7	\$20,000	July 18, 2023
Year 8	\$20,000	July 18, 2024
Year 9	\$20,000	July 18, 2025
Total Due	\$140,000	<u> </u>

Payment year calculated one year from the issuance of the Certificate of Occupancy of the first building. The Certificate of Occupancy was issued on July 18, 2017.