

## **FIFTH 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 Payment In-Lieu of Parking Fee agreement (the “Agreement”) dated May 17, 2017; and

**WHEREAS**, the City and Greenwheel entered into a First Amendment to the Payment in Lieu of Parking Fee agreement approved via Resolution 2018-99; and

**WHEREAS**, the City and Greenwheel entered into a Second Amendment to the Payment in Lieu of Parking Fee agreement granting deferment of the first payment to July 18, 2020; and

**WHEREAS**, the City and Greenwheel entered into a Third Amendment to the Payment in Lieu of Parking Fee agreement granting deferment of the first payment to July 18, 2021; and

**WHEREAS**, the City and Greenwheel entered into a Fourth Amendment to the Payment in Lieu of Parking Fee agreement granting deferment of the first payment to July 18, 2022; and

**WHEREAS**, Greenwheel has requested a deferment of the first payment to July 18, 2023 due to the COVID-19 global pandemic; and

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

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

1. The aforementioned Whereas clauses are hereby ratified and confirmed.
2. Greenwheel agrees and acknowledges that it shall pay to the City fee of One Hundred Forty Thousand Dollars (\$140,0000) (“Downtown Mobility Fee”) as consideration of the deficiency of twenty (20) parking spaces.
3. Annual payments of \$20,000 will begin on July 18, 2023 to be paid over the remaining 7 years, attached as Exhibit A, with a total amount due and payable of \$140,000.
4. In the event of any inconsistencies between this Agreement, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and the Original Agreement, the provisions contained in this Fifth 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**

\_\_\_\_\_  
By: David Hebert  
Title: City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
(Payment Schedule)

| Year             | Amount Due       | Due Date      |
|------------------|------------------|---------------|
| Year 1           | \$20,000         | July 18, 2023 |
| Year 2           | \$20,000         | July 18, 2024 |
| Year 3           | \$20,000         | July 18, 2025 |
| Year 4           | \$20,000         | July 18, 2026 |
| Year 5           | \$20,000         | July 18, 2027 |
| Year 6           | \$20,000         | July 18, 2028 |
| Year 7           | \$20,000         | July 18, 2029 |
| <b>Total Due</b> | <b>\$140,000</b> |               |