

THIRD 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, Greenwheel has requested a deferment of the first payment due to the COVID-19 global pandemic; and

WHEREAS, the City and Greenwheel desire to enter into a Third 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 Third 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, 2021 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 Second Amendment, First Amendment and the Original Agreement, the provisions contained in the Third 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:  KIMBERLY WONG

Title: OWNER

Date: 6/29/2020

EXHIBIT A
(Payment Schedule)

Year	Amount Due	Due Date
Year 1	\$20,000	July 18, 2021
Year 2	\$20,000	July 18, 2022
Year 3	\$20,000	July 18, 2023
Year 4	\$20,000	July 18, 2024
Year 5	\$20,000	July 18, 2025
Year 6	\$20,000	July 18, 2026
Year 7	\$20,000	July 18, 2027
Total Due	\$140,000	