

**SECOND AMENDMENT TO THE LICENSE AGREEMENT
FOR USE OF PARKING GARAGE**

This SECOND AMENDMENT is entered into effective this ____ day of _____, 2010 by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter “City”), and SOUTHWEST SECOND AVENUE, LLC, a Florida limited liability corporation, (hereinafter “Developer”).

WHEREAS, the parties previously entered into a License Agreement for Use of Parking Garage (hereinafter “Agreement”) on July 12, 2007, as subsequently amended by First Amendment dated December 3, 2007 (the “First Amendment”), whereby the City granted to Developer certain rights in the City’s Southwest Downtown Parking Garage, located at 105 S.W. 3rd Street, Gainesville, Florida (hereinafter “Garage”), for parking for the residential condominium development known as “The Palms”; and

WHEREAS, since the execution of the Agreement and First Amendment, the City has allowed the Developer the use of one extra space for pedestrian bridge purposes and has allowed the Developer to pay quarterly, rather than annually;

WHEREAS, the City and Developer desire to reflect these changes by further amendment of the Agreement as stated herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Amend Section 3 in its entirety, to read as follows:

USE AND LOCATION. The license granted hereby shall be for the use of 96 parking spaces in the Garage (“Developer Parking Spaces”), plus one space created to accommodate pedestrian area for the bridge walkover, located on the 3rd floor of the five-story Southwest Downtown Parking Garage (the “Pedestrian Space”). The Developer Parking Spaces and the Pedestrian Space are collectively referred to herein as the “Spaces”. The Spaces shall be for use by the owners and residents of the Project and for no other purpose. The Developer Parking Spaces shall not be designated or marked within the Garage and shall be “floating” spaces within the Garage.

2. Amend Section 7 a. in its entirety, to read as follows:

- a. Developer shall pay the City, quarterly in advance, on or before the first (1st) day of January, April, July and October of every year during the Term of the Agreement, a fee equal to eighty percent (80%) of the long term public rental rate in effect at time of payment, in addition to taxes and fees as described in the Agreement (the “Quarterly Fees”). The Developer shall pay the Quarterly Fees for the Spaces, regardless of whether they are used or not. The Quarterly Fees, including taxes and other fees, due within each calendar year shall be referred to collectively as the “Annual Fee”.

All fees shall be mailed or hand delivered to the City of Gainesville, SW Downtown Parking Garage, 105 SW 3rd Street, Gainesville, Florida 32601 and must be received by the City no later than the 10th day of the month the Quarterly Fees are due. Notwithstanding the foregoing, the Quarterly Fees shall not be increased by more than ten percent (10%) during each calendar year.

- 3. This amendment, when executed together with the Agreement and First Amendment constitutes the entire agreement between the parties.
- 4. Except as modified by this Second Amendment, the language of which shall govern in the event of conflict with any prior document, all terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

Signed, sealed and delivered
in our presence:

CITY:
CITY OF GAINESVILLE

By: _____ (SEAL)
Russ Blackburn, Manager

Print Name: _____

Date: _____

Print Name: _____

LICENSEE:
SOUTHWEST SECOND AVENUE, LLC
a Florida limited liability company

By: _____ (SEAL)
Greg Trunnell, Managing Member

Print Name: _____

Date: _____

Print Name: _____

Approved as to form and legality:

City Attorney's Office