

AMENDMENT TO LICENSE AGREEMENT

This Amendment to the License Agreement is made and entered into by the City of Gainesville, Florida ("CITY"), a municipal corporation, and Gainesville Commerce Center Limited Partnership ("Licensee").

WHEREAS, the CITY and AMJ Inc. of Gainesville (predecessor to Licensee) entered into a License Agreement ("the AGREEMENT") on April 7, 1999 concerning vehicular parking for the Commerce Building Project described in the AGREEMENT; and

WHEREAS, the City and the Licensee have entered into an agreement pursuant to which the Licensee will be constructing streetscape improvements on a total of four blocks of NE 3rd Street and NE 1st Avenue in lieu of the CITY and

WHEREAS, it is the intent of the parties that the CITY make its parking areas available under the agreement at the same time the Licensee completes the on-street parking spaces as part of the streetscape improvements.

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

Paragraph #1 of the AGREEMENT is amended as follows:

1. The City hereby grants to the Licensee and the Licensee hereby accepts from the City a license to use the 56 parking spaces located at the northeast corner of City Hall property (and more fully described in Exhibit "A" and thereafter referred to as the Property) for the purpose of vehicular parking from 7 A.M. to 6 P.M. Monday through Friday of each week, except National holidays, for a period beginning upon the later of 1) the issuance of the first Certificate of Occupancy for the Commerce Building, or 2) the completion by Licensee and acceptance by the City of the streetscape pursuant to the Agreement dated March 2001, and ending on the same day of the same month twenty five (25) years thereafter. At all other times the spaces will become open to the public, including but not limited to residents and tenants of the Project and the Commerce Building. In the event a Certificate of Occupancy is not issued on or before September 30, 2002, this Agreement shall terminate and the City and Licensee shall be relieved of all obligations under this Agreement.

Except as expressly modified by this AMENDMENT, the terms and conditions of the AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement this ____ day of _____, 2001

CITY OF GAINESVILLE

ATTEST:

Wayne Bowers
City Manager

Approved as to form and legality

Marion J. Radson, City Attorney

LICENSEE

ATTEST:

