

**AMENDMENT**  
**TO**  
**PARKING MANAGEMENT AGREEMENT**

This Amendment (“Amendment”) to the Parking Management Agreement entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF CORAL GABLES, a Florida municipal corporation (“City”) and DUNVEGAN2, LLC, Florida Corporation (“Owner”) whose address for purposes hereof is 1260 Mendavia Ave, Coral Gables, FL 33146.

**WITNESSETH:**

WHEREAS, the City and Owner entered into a Parking Management Agreement executed as of September 25, 2012 (the “Agreement”), whereby the Owner appointed the City as the exclusive manager of the parking lot located at 153 Aragon Ave, Coral Gables, FL 33134 (the “Lot”); and

WHEREAS, the initial term allowed for a renewal of five years effective September 16, 2017 unless either party gave notice of the other party’s intent to terminate the Agreement not less than three months prior to the end of the Term; and

WHEREAS, either party has the right to terminate the Agreement at any time upon at least a ninety (90) days’ written notice; and

WHEREAS, the City retained 35% of Parking Revenue as the Management Fee and disbursed 65% to the Owner and the Owner remained responsible for all taxes and assessments related to the Lot; and

WHEREAS, the Owner would like to increase the Owner’s share of Parking Revenue and the City would like to retain the exclusive management of the Lot; and

WHEREAS, the parties hereto wish to amend the Agreement hereinafter provided.

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct, and are hereby incorporated by reference.
2. Any capitalized term not otherwise defined herein, shall have the meaning ascribed thereto in the Lease.
3. The Owner has request and the City hereby agrees to increase the Owner’s share of Parking Revenues from 65% to 75%.

4. The Parties agree that execution of this amendment triggers the renewal option anticipated in the original Agreement . The term of the Agreement now ends on September 16, 2022 unless otherwise terminated by either party pursuant to the original Agreement.

5. The Parties further agree that the term shall extend for an additional period of five (5) years through September 16, 2027 unless either party shall give notice to the other party of its intention to terminate the Agreement not less than three months prior to the end of the Term.

6. The terms of this agreement shall take effect when the Parking Charges increase to \$3.00 per hour but not less than sixty (60) days after execution.

7. All other terms, covenants, and conditions of the Agreement not otherwise amended by these presents are hereby confirmed and ratified.

8. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

***[SIGNATURE PAGES TO FOLLOW]***

IN WITNESS WHEREOF, the Tenant has executed this Amendment as of the date and year first above written.

**ATTEST:**

**CITY:**

**CITY OF CORAL GABLES, a  
Florida municipal corporation**

**By:** \_\_\_\_\_  
**Name: Walter J. Foeman**  
**Title: City Clerk**

**By:** \_\_\_\_\_  
**Name: Cathy Swanson-Rivenbank**  
**Title: City Manager**

**APPROVED AS TO FORM AND  
LEGAL  
SUFFICIENCY:**

**By:** \_\_\_\_\_  
**Name: Craig E. Leen**  
**Title: City Attorney**

**DEPARTMENT DIRECTOR  
APPROVAL**

\_\_\_\_\_  
**Kevin J. Kinney**  
**Parking Director**

**WITNESS:**

**OWNER:**

DUNVEGAN2, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name: Louis Sabia**  
**Title: Manager**

\_\_\_\_\_  
Name: \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name: Nancy Sabia**  
**Title: Manager**