

**THIS DOCUMENT PREPARED BY
AND RETURN TO:**

Roy K. Payne
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32802
(407) 246-3483
Roy.Payne@CityofOrlando.Net

**FIRST AMENDMENT TO BIKESHARE STATIONS
ENCROACHMENT AND REMOVAL AGREEMENT**

THIS FIRST AMENDMENT to Bikeshare Stations Encroachment and Removal Agreement, "First Amendment", made and entered into this ____ day of _____, 2015, by and between City of Orlando, a Florida municipal corporation, "City", with an address of 400 S. Orange Avenue, Orlando, FL, 32802 and Cyclehop, LLC, a Florida limited liability company, whose address is 1701 Purdy Avenue, Unit #203, Miami Beach, FL, 33139, "Owner".

Recitals

WHEREAS, City and Owner entered into the Bikeshare Stations Encroachment and Removal Agreement, "Agreement", on December 5, 2014; and

WHEREAS, the Agreement provided for the City's Licensure of certain portions of City property and right-of-way for the placement of kiosks and bike racks, "Bikeshare Stations", required for implementation and operation of an automated bicycle sharing system, "Bikeshare"; and

WHEREAS, due to the popularity of Bikeshare, Owner has requested that the City license an additional six (6) locations within City property and right-of-way for the placement of Bikeshare Stations, "Additional Bikeshare Stations"; and

WHEREAS, the parties desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated into the substantive body of this Agreement.

2. Exhibit "A". Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with **Exhibit "A"** to this First Amendment.

3. Full Force and Effect of Agreement. Except as set forth in this First Amendment, the terms and conditions of the Agreement remain unmodified and in full force and effect.

4. Insurance. Owner shall provide proof that the Additional Bikeshare Stations have been added to the automobile and general liability policies as provided in Paragraph 7, of the Agreement, prior to any activities occurring on these sites under the Agreement or this First Amendment.

5. Effective Date. This First Amendment shall become effective upon the date of full and complete execution by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

ATTEST:

CITY OF ORLANDO

Celeste T. Brown, City Clerk

Mayor / Mayor Pro Tem

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, and Celeste T. Brown, to me known as the Mayor/ Mayor Pro Tem and City Clerk respectively, of the City of Orlando, who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized to do so.

Notary Public: _____
Commission Expires: _____

SIGNATURES CONTINUE NEXT PAGE

TWO WITNESSES:

CYCLEHOP, LLC, a Florida limited liability company (Corporate Seal)

By: _____

Print Name: _____

Print Name: _____

Print Name: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

**STATE OF FLORIDA
COUNTY OF ORANGE**

PERSONALLY APPEARED before me, the undersigned authority, _____, as _____, of CycleHop, LLC, a FL limited liability company. He/she ☐ is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 2015.

Notary Public

Print Name: _____

My commission expires:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2015.

Chief Assistant City Attorney

EXHIBIT “A”