

**FIRST AMENDMENT TO WATER CONSERV II LEASE  
AGREEMENT WITH MID FLORIDA CITRUS FOUNDATION, INC.**

**THIS FIRST AMENDMENT TO THE WATER CONSERV II LEASE AGREEMENT WITH MID FLORIDA CITRUS FOUNDATION, INC.** (the “**First Amendment**”) is entered into as of the date of last execution below by and between the CITY OF ORLANDO, FLORIDA, a Florida municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter the CITY OF ORLANDO and ORANGE COUNTY collectively referred to as the “LESSORS”) and MID FLORIDA CITRUS FOUNDATION, INC., a Florida non-profit corporation whose address is 15400 Oakland Avenue, Winter Garden, Florida 34787 (hereinafter referred to as the “LESSEE”). The LESSORS and the LESSEE also hereinafter may be referred to collectively as the “Parties” or individually as a “Party.”

**WHEREAS**, the Parties entered into an agreement entitled the “Water Conserv II Lease Agreement with Mid Florida Citrus Foundation, Inc.” (hereinafter referred to as the “Original Agreement”) in June of 2009; and

**WHEREAS**, the LESSORS hereby make a determination that conducting the agricultural research, demonstration, and testing contemplated by the LESSEE serves a valid public purpose; and

**WHEREAS**, the LESSORS are satisfied that the Leased Property is reserved for the uses contemplated in the Original Agreement; and

**WHEREAS**, the Parties desire to amend the Original Agreement to extend the term of the Original Agreement for an additional fifteen (15) years; and

**WHEREAS**, LESSEE is a Florida not for profit corporation organized for the purpose of promoting community interest and welfare; and

**WHEREAS**, under the Original Agreement, the LESSORS provided reclaimed water service to the Leased Property for irrigation and other Water Conserv II program purposes at no cost to LESSEE; and

**WHEREAS**, under the First Amendment, the LESSORS intend to charge LESSEE for reclaimed water service to the Leased Property for irrigation and other appropriate uses by LESSEE; and

**WHEREAS**, the LESSORS have determined that it is in their best interests to extend the duration of Lease as amended by this First Amendment for one successive fifteen (15)-year period.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, terms and conditions set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1.** Section 3 of the Original Lease is deleted in its entirety and is hereby replaced as follows:

**Section 3. TERM OF LEASE AGREEMENT.** This Lease Agreement shall be effective June 30, 2009 (the "Effective Date") and, unless extended in accordance with the provisions set forth in this paragraph or terminated in accordance with other provisions in this Lease Agreement, the Leased Property is leased to the LESSEE for a term of twenty (20) years from the Effective Date. The Parties may upon written mutual consent, renew this Lease Agreement for a successive five (5) year period.

**Section 2.** The Parties agree that beginning July 1, 2014, LESSORS shall charge LESSEE for all reclaimed water delivered to the Lease Property and used by LESSEE for any

and all purposes at rates established by resolution of the Orange County Board of County Commissioners for the class of customer for which LESSEE qualifies, pursuant to the terms of a customer service agreement that the Parties enter into separate and apart from the Original Agreement and this First Amendment.

**Section 3.** All defined terms in this First Amendment shall have the same meaning as those terms are defined in the Original Agreement.

**Section 4.** The Parties acknowledge that the Effective Date of the Original Agreement is June 30, 2009.

**Section 5.** In all other respects, the Original Agreement, of which this is its First Amendment, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

**“LESSORS”**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs, County Mayor

Date: \_\_\_\_\_, 2014

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

**CITY OF ORLANDO, FLORIDA**

By: \_\_\_\_\_  
Buddy Dyer, City Mayor

Date: \_\_\_\_\_, 2014

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED before me, the undersigned authority,  
\_\_\_\_\_, [ ] well known to me or [ ] who has produced his/her  
\_\_\_\_\_ as identification, and known by me to be the  
\_\_\_\_\_ of the \_\_\_\_\_ named above,  
and acknowledged before me that he/she executed the foregoing instrument on behalf of said  
\_\_\_\_\_ as its true act and deed, and that he/she was duly authorized to  
do so.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

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

My Commission Expires: \_\_\_\_\_



**"LESSEE"**

**MID FLORIDA CITRUS FOUNDATION, INC.**

By: [Signature]  
Name: Paul E Fabry  
Title: Pres.  
Date: March 6<sup>th</sup>, 2014

ATTEST:  
By: [Signature]

Mayte Guevara  
(Print or type name)

Accountant  
(Title)

Date: March 6, 2014

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED before me, the undersigned authority, Paul E. Fabry, ☒ well known to me or ☐ who has produced his/her President as identification, and known by me to be the M.F.C.F. named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said M.F.C.F. as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this 6<sup>th</sup> day of March, 2014.



[Signature]  
NOTARY PUBLIC  
Print Name: Leticia Negron  
My Commission Expires: Jan. 11, 2018