

**AMENDMENT #1 TO OCCUPANCY AGREEMENT  
FOR  
CARETAKER AT TROTTERS PARK**

THIS AMENDMENT #1 TO OCCUPANCY AGREEMENT ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") by and between the CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, herein referred to as the "City", and ROBERT ROONEY, herein referred to as the "Caretaker".

WHEREAS, Trotters Park, located near the intersection of State Road 441 and Lee Road in Orlando, Florida is owned and operated by City for the purpose of providing recreational facilities for its citizens;

WHEREAS, within the Park there exists a home intended to provide a residence for a caretaker for the Park, as an added security measure;

WHEREAS, Caretaker has previously provided caretaker services for the Park pursuant to Occupancy Agreement for Caretaker at Trotters Park dated September 10, 2008, a true copy of which is attached as **Exhibit "A"** ("Occupancy Agreement"), and it is the desire of both parties to continue that arrangement, on the same terms and conditions; and

WHEREAS, the parties wish to amend the Occupancy Agreement to extend the term thereof as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other valuation consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, City and Caretaker agree as follows:

1. **OCCUPANCY PERIOD EXTENSION.** The parties hereby extend the term of the Occupancy Agreement for a period of approximately two (2) years commencing as of September 1, 2014, and ending on December 31, 2016. The period of occupancy provided for in this Amendment #1 may be further renewed two (2) times for two (2) years each, on terms mutually agreeable in writing by the parties in the sole and absolute discretion of each party for any or no reason. Should the term be extended for both renewal periods, the final date of occupancy would be December 31, 2020. Notwithstanding the foregoing, either party may terminate this Occupancy Agreement, upon thirty (30) days prior written notice to the other, for any or no reason in that party's sole and absolute discretion. The City's Real Estate Division Manager is hereby authorized to execute extensions of this Agreement as provided herein, without further City Council approval; so long as each extension is on the same terms and conditions as provided for the term expiring December 31, 2016. Any extension on other terms must be authorized by City Council.

2. **INCORPORATION OF OCCUPANCY AGREEMENT TERMS.** All terms and conditions of the Occupancy Agreement not in conflict herewith are incorporated herein by reference and made a part hereof. To the extent there is an express or implied conflict between

the terms and conditions of this Amendment and the Occupancy Agreement, the terms and conditions hereof shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 to Occupancy Agreement for Caretaker at Trotters Park to become effective on the day and year first written above.

CITY OF ORLANDO, FLORIDA

By: \_\_\_\_\_  
Mayor / Pro Tem

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

Attest:

Executed on \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Alana C. Brenner, City Clerk

WITNESSES as to City:

1. Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_

2. Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, and Alana C. Brenner, the Mayor/Pro Tem and City Clerk respectively, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced (type of photo identification) \_\_\_\_\_ as identification. (Check one).

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_

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

\_\_\_\_\_  
Assistant City Attorney  
Orlando, Florida

\_\_\_\_\_  
ROBERT ROONEY  
Caretaker

WITNESSES as to Caretaker:

1. Sign Name: \_\_\_\_\_

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

2. Sign Name: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Robert Rooney, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced (type of photo identification) \_\_\_\_\_ as identification. (Check one).

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_

*Signature Page*  
*Caretaker Occupancy Amendment #1*  
*Trotters Park*

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**EXHIBIT “A”**

(Copy of Occupancy Agreement Attached)