

This document prepared by  
and please return to:

Nancy E. Brandt, Esq.  
Bogin, Munns & Munns  
2601 Technology Drive  
Orlando, Florida 32804

Parcel ID: 27-22-29-9144-03-180 / 27-22-29-9144-03-190

## **AMENDMENT TO AGREEMENT**

THIS AMENDMENT TO AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by the CITY OF ORLANDO, a Florida municipal corporation, located at 400 S. Orange Avenue, Orlando, FL, 32802 (“the City”) and ASTRO AUTO, LLC, a Florida limited liability company, located at 2317 Stone Cross Circle, Orlando, FL, 32828 (“Owner”).

### **R E C I T A L S:**

- A. ASTRO AUTO, LLC, a Florida limited liability company (“Owner”) is the current owner of the certain real property located in the City of Orlando, County of Orange, State of Florida, more particularly described as:

**Lots 18, 19, and 20, Block C, West Central Park Replat, according to the plat of record at Plat Book H, Page 96, Public Records of Orange County, Florida.**

(the “Property”).

- B. Lots 19 and 20 of the Property are subject to that certain Agreement dated May 22, 1976, which Agreement was recorded March 22, 2976 at Official Records Book 2686, Page 1391, Public Records of Orange County, Florida, a copy of which is attached hereto as **Exhibit “A”** (the “Agreement”). The Agreement is an express covenant running with the land.
- C. Paragraph 1 of the Agreement approved a variance of five (5) feet from the required forty (40) feet center line set-back to permit the expansion of an existing nonconforming building thirty-five (35) feet from the center line of Central Boulevard.
- D. Paragraph 2 of the Agreement stated as follows:

“2. The Owner agrees that in the event the City of Orlando shall at any future date widen Central Avenue, the Owner will, at their expense and at no cost to

the governmental agency, raze that portion of the building occupying any part of the premises erected on the five (5) foot area covered by the variance herein above referred to.”

- E. Owner has requested the City to amend the Agreement to remove Paragraph 2 for the existing building, and the City has agreed to do so. Paragraph 2 has been found by the City to no longer be necessary for the public welfare and interest.

**RELEASE:**

1. In consideration of the sum of Ten and No/100 Dollars (\$10.00) and certain other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City does hereby amend the Agreement to remove Paragraph 2 for the existing building.
2. Nothing in this Agreement operates as a waiver of the City’s regulatory authority or a vesting of rights to development. Except as otherwise provided herein, the Property remains subject to any and all applicable laws, codes, rules and regulations.

The City has executed this Amendment to Agreement on the above date and before the witnesses named below.

**CITY OF ORLANDO**

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY for  
the use and reliance of the City of Orlando, Florida,  
only.  
\_\_\_\_\_, 2014

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

STATE OF FLORIDA  
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,  
\_\_\_\_\_ and \_\_\_\_\_, well known to me and

known by me to be Mayor \_\_\_\_\_ and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

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

\_\_\_\_\_  
Notary Public - State of Florida at Large

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

My commission expires:

Signed in the presence of Two Witnesses:

**ASTRO AUTO, LLC** (Corporate Seal)  
a Florida limited liability company

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

### CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF ORANGE

**PERSONALLY APPEARED** before me, the undersigned authority, \_\_\_\_\_, as \_\_\_\_\_, of ASTRO AUTO, LLC, a Florida 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

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

My commission expires: