

**FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE
AGREEMENT BETWEEN THE CITY OF ORLANDO AND
PUBLIX SUPER MARKETS, INC.**

THIS FIRST AMENDMENT is entered into by and between the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as the “City”) with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, and **Publix Super Markets, Inc.**, a Florida corporation, with a principal address of 3300 Publix Corporate Parkway, Lakeland, Florida 33811-3311 (hereinafter referred to as “Publix”).

W I T N E S S E T H:

WHEREAS, on January 23, 2012, the City and Publix entered into an Economic Development Incentive Agreement (hereinafter referred to as the “Agreement”), which provided an Economic Development Grant to Publix equal to a ten percent (10%) rebate of tangible personal property taxes paid to the City’s general fund based upon Publix’s overall job creation in an amount not to exceed \$390,000.00; and

WHEREAS, according to the terms of the Agreement, Publix is to obtain a Certificate of Occupancy for the distribution center no later than December 31, 2014; and

WHEREAS, due to unforeseen circumstances, Publix is in need of additional time to obtain the Certificate of Occupancy and requests an extension of the deadline; and

WHEREAS, the parties desire to amend the Agreement to allow Publix additional time to obtain the Certificate of Occupancy and extend the deadline to March 31, 2015.

NOW THEREFORE, in consideration of the promises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and Publix agree as follows:

1. Section 5 of the Agreement titled “Obligations of Publix”, subsection (a) is amended to read as follows: “Publix shall construct an approximately 1,000,000 square foot distribution center in the City (hereinafter the ‘Project’) and obtain a Certificate of Occupancy no later than March 31, 2015”
2. Except as set forth herein, the Agreement remains unchanged and remains in full force and effect.

IN WITNESS WHEREOF the parties have executed this First Amendment on the _____ day of _____, 2015.

(SEAL)

CITY OF ORLANDO

By: _____
Mayor / Mayor Pro Tem

Date: _____

ATTEST:

Alana C. Brenner, City Clerk

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

_____, 2015.

Assistant City Attorney
Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF ORLANDO AND PUBLIX SUPER MARKETS, INC., was acknowledged before me this ____ day of _____, 2015, by _____ and _____, well known to me to be the Mayor/Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, and who acknowledged before me that they executed the foregoing document on behalf of the City of Orlando as its true act and deed, that they were duly authorized to do so.

Notary Public
Print Name: _____
My Commission expires: _____

(CORPORATE SEAL)

PUBLIX SUPER MARKETS, INC.

By: _____
David Phillips,
CFO and Treasurer

ATTEST

By: _____
John A. Attaway, Jr.,
Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF ORLANDO AND PUBLIX SUPER MARKETS, INC. was acknowledged before me this ___ day of December, 2014, by David Phillips, who is the CFO and Treasurer of Publix Super Markets, Inc. He is personally known to me.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____