

**CITY OF ORLANDO/ORANGE COUNTY
LEASE AGREEMENT, AMENDMENT III
MCLEOD ROAD TRANSFER STATION**

THIS AMENDMENT III is made and entered into this _____ day of _____, 2016, by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida ("CITY"), and Orange County, a charter county and political subdivision of the State of Florida ("COUNTY").

WHEREAS, CITY and COUNTY have previously entered into a Lease Agreement dated September 20, 1984, for the McLeod Road Transfer Station (the "AGREEMENT") relating to the matters described below; and

WHEREAS, the AGREEMENT was authorized and approved by the MAYOR and CITY CLERK at the CITY COUNCIL meeting on 27 August 1984, and filed as Documentary #18787 in the CITY CLERK's office; and

WHEREAS, Amendment I and Amendment II to the AGREEMENT were entered into by CITY and COUNTY on June 30, 1986, and both amendments are on file as Documentary #18787 in the CITY CLERK's office; and

WHEREAS, CITY and COUNTY shall refer to the AGREEMENT herein, and desire to have the AGREEMENT, as amended by Amendment I and Amendment II, incorporated herein by reference; and

WHEREAS, COUNTY has requested that additional land be added to the demised premises in order to improve the entrance to and exit from the solid waste transfer station; and

WHEREAS, CITY and COUNTY desire to amend the AGREEMENT in order to add additional land to the demised premises; and

WHEREAS, the COUNTY has requested to amend paragraph 8(f) of the AGREEMENT; and

NOW, THEREFORE, in consideration for the mutual promises and covenants given one party to the other, the parties agree as follows:

I. LEGAL DESCRIPTIONS

The legal description of the additional land hereby added to the demised premises is attached hereto and incorporated herein, as DESCRIPTION I. The legal description of the demised premises, including the additional land, is attached hereto and incorporated herein, as DESCRIPTION II. Both legal descriptions are accepted as complete and accurate by CITY and COUNTY, and both parties shall now be bound by the

DESCRIPTION II specifications. As consideration and a rental price for this increase in land, COUNTY agrees to pay CITY an additional one dollar (\$1.00) per year, for a total of three dollars (\$3.00) per year for the lease of land as described in the AGREEMENT, Amendment II, and this Amendment III.

II. REGULATORY AGENCY DECISIONS

COUNTY agrees that, so long as it shall be the Lessee of the property described herein, it shall abide by and comply with all local, state, and federal regulatory agency decisions, rules, and guidelines that may affect the property's condition, status, utility, or function as a Transfer Station.

III. INDEMNIFICATION

Paragraph 8(f) of the AGREEMENT is amended to add the following provision thereto:

Nothing contained herein shall constitute a waiver of the Lessee's sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

IV. ENTIRE AGREEMENT

This AMENDMENT III supersedes all previous agreements or representations, either verbal or written, heretofore in effect between COUNTY and CITY concerning the matters covered herein, except that this AMENDMENT III shall in no way supersede or amend the AGREEMENT, as amended by Amendment I and Amendment II, unless specifically provided herein. No additions, alterations, or variations to the terms of this AMENDMENT III shall be valid, nor can the provisions of this AMENDMENT III be waived by either party unless such additions, alterations, or waivers are expressly set forth and executed in a writing of import equal to this one.

[Signatures on following page]

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

ORANGE COUNTY, FLORIDA

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____, 2016.

ATTEST:

Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners
By: _____
Deputy Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Teresa Jacobs, Orange County Mayor, known to me to be the person described in and who executed the foregoing, this ____ day of _____, 2016.

Notary Public
My Commission Expires:

CITY OF ORLANDO, FLORIDA

By: _____
Buddy Dyer
Mayor

Date: _____

ATTEST:

By: _____
Amy T. Iennaco
Interim City Clerk

APPROVED AS TO FORM AND
LEGALITY for the use and reliance
of the City of Orlando, Florida, only.
_____, 2016

City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed
before me by Buddy Dyer, Mayor, City of Orlando, known to me to be the person described in
and who executed the foregoing, this ____ day of _____, 2016.

Notary Public
My Commission Expires: