

Prepared by and after recording return to:

Tax parcel ID No.:

AMENDMENT TO USE AGREEMENT BETWEEN
<OWNER> AND ORANGE COUNTY

THIS AMENDMENT TO USE AGREEMENT (the “Amendment”), is entered into by and between _____, a <state/type of entity>, as property owner (“Owner”) with a mailing address at _____, and Orange County, a charter county and political subdivision of the State of Florida (“County”) with a mailing address at P.O. Box 1393, Orlando, FL 32802-1393.

RECITALS

WHEREAS, Owner and County previously entered into that certain Use Agreement (the “Use Agreement”) recorded at O.R. Book __, Page __, Public Records of Orange County, Florida; and

WHEREAS, a residential or commercial project on a certain parcel of real property (the “Property”), as more particularly described in Exhibit “A” to the Use Agreement, the title of which is held by Owner, has been constructed and is located in the unincorporated area of Orange County; and

WHEREAS, Owner and County desire to amend certain terms of the Use Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Amendment.
2. **AMENDMENT.** Section _ of the Use Agreement is hereby amended by <addition of language, substitution of language, etc.>.

--OR--

Exhibit “_” to the Use Agreement is hereby deleted and replaced with Exhibit “_” attached hereto and incorporated herein by this reference.

3. **ORIGINAL TERMS.** Other than as noted above, all of the original terms and conditions of the Use Agreement shall remain in place and in full force and effect.
4. **RECORDING.** This Amendment shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of its execution. Promptly upon execution of this Amendment, Owner shall pay to County an amount equal to the applicable cost of recording this Amendment in the Public Records of Orange County, Florida.
5. **COVENANTS RUNNING WITH THE LAND.** The provisions of this Amendment shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to all of the Property, as that term is defined in the Use Agreement, or any portion thereof. Furthermore,

this Amendment shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their heirs, personal representatives, successors, and assigns. Owner declares that the Property, or any portion thereof, shall be held, sold, and conveyed subject to the provisions of the Use Agreement and of this Amendment. This Amendment shall inure to the benefit of and be enforceable by County and its respective legal representatives, successors, and assigns.

6. **DURATION.** The provisions, restrictions, and covenants of this Amendment shall run with and bind the land for a period of twenty-five (25) years from the date this Amendment is recorded in the Public Records of Orange County, Florida. Thereafter, this Amendment shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners and Owner. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, County shall have the right to cancel this Amendment upon thirty (30) days prior written notice to Owner. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded in the

Public Records of Orange County, Florida.

7. **COMPLIANCE WITH APPLICABLE LAWS.** Owner shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.
8. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvement(s), as defined in the Use Agreement.
9. **EFFECTIVE DATE.** This Amendment shall take effect upon being recorded in the Public Records of Orange County, Florida.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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.

COUNTY

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

OWNER

<NAME OF OWNER>, a <state/type of
entity>

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by _____, as
_____ of _____, who is known by me to be the person described
herein and who executed the foregoing, this ____ day of _____, 20__. S/he is
personally known to me or has produced _____ as identification and
did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 20__.

Notary Public
Print Name: _____

My Commission Expires: _____

Amdmt to Use Agreement, 20__
<Owner>

EXHIBIT “ ”

<if applicable>

[See attached __ page(s)]

S:\RALfonso\Public Works\Use Agreements\Use Agmt Amendment Jan 2017.doc