

**FIRST AMENDMENT TO INTERLOCAL REDEVELOPMENT AGREEMENT  
BETWEEN ORANGE COUNTY, FLORIDA, THE CITY OF WINTER GARDEN, FLORIDA  
AND THE WINTER GARDEN COMMUNITY REDEVELOPMENT AGENCY**

This First Amendment to Interlocal Redevelopment Agreement (the “First Amendment”) is entered into as of the date of last execution below, by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”); the CITY OF WINTER GARDEN, a Florida municipal corporation (the “City”); and the WINTER GARDEN COMMUNITY REDEVELOPMENT AGENCY, a public entity authorized and existing under Chapter 163, Part III of the Florida Statutes (the “CRA”) (collectively the “Parties”).

**RECITALS**

A. On or about June 25, 1992, the City of Winter Garden, Florida adopted Ordinances 92-48, 92-49, and 92-50, creating the Winter Garden Community Redevelopment Agency, adopting a Community Redevelopment Plan, and creating the Community Redevelopment Trust Fund, respectively.

B. The City’s creation of the CRA and operations related thereto were duly authorized by Orange County via County Resolutions 92-M-28 and 94-M-45 (the “County Resolutions”), as required by Fla. Stat. 163.410.

C. The County Resolutions provided for the Parties to execute an interlocal agreement providing for certain matters related to operation of the CRA, and the Parties accordingly executed on or about August 16, 1994 that certain Interlocal Redevelopment Agreement Between Orange County, Florida, the City of Winter Garden, Florida, and the Winter Garden Community Redevelopment Agency, a copy of which is attached hereto as **Exhibit “A”** (the “Interlocal Agreement”).

D. The City conducted a study of the East Winter Garden area of the Community Redevelopment Plan and the results of such study have been incorporated into a plan entitled “*East Winter Garden Plan*” dated March 27, 2018, which is attached hereto as **Exhibit “B”** (the “EWGP”).

E. The City and the CRA have approved that certain First Amendment to Winter Garden Community Redevelopment Plan (the “CRA Plan Amendment”) extending the CRA Plan for ten (10) years beyond expiration of the initial thirty (30) year term of the CRA Plan, a copy of which CRA Plan Amendment is attached hereto as **Exhibit “C,”** and the effectiveness of such extension is contingent upon County approval.

F. Consistent with the initial thirty (30) year term of the CRA Plan, Paragraph 4.A. of the Interlocal Agreement provides for payment by the County of tax increment revenue into the CRA Trust Fund “in no event later than January 1, 2023,” and the City has therefore requested an amendment of the Interlocal Agreement to permit the ten (10) year extension of the CRA Plan.

## AGREEMENT

**THEREFORE**, in consideration of the above recitals, the mutual promises herein contained, and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Recitals.** The above recitals are true and correct and are incorporated as material provisions into this First Amendment.

2. **Interlocal Agreement Amendment.** Paragraph 4.A. of the Interlocal Agreement is hereby amended to read as follows:

Orange County shall, by January 1, of each year, commencing January 1, 1995, pay to the City's Community Redevelopment Trust Fund, for so long as the Community Redevelopment Agency implements or is preparing for, or is in the process of implementing the Community Redevelopment Plan but in no event later than January 1, 2033, the tax increment as calculated pursuant to §163.387(1), Florida Statutes. During the 10 year extension period running from January 1, 2023 through January 1, 2033, the CRA Plan is further modified and amended to provide that 75% of the CRA revenues raised during the aforementioned ten (10) year extension will be allocated toward and used within the eastern section of the CRA, defined as that property located within the CRA, which is located east of 9<sup>th</sup> Street, south of Plant Street, and north of Story Road.

3. **No Other Effect.** Except as otherwise set forth herein, all other terms, conditions, and obligations of the City, the CRA, and the County contained in the Interlocal Agreement will remain unaltered and in full force and effect.

4. **Effective Date.** This First Amendment will be effective as of the date last executed by the Parties and approved by their respective governing boards, whichever occurs latest.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed on the dates provided below.

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

**CITY COMMISSION**  
**WINTER GARDEN, FLORIDA**

By:  \_\_\_\_\_  
John Rees  
Winter Garden Mayor

Date: 9/15/2021

**WINTER GARDEN COMMUNITY**  
**REDEVELOPMENT AGENCY**

By:  \_\_\_\_\_  
John Rees  
Board Member

Date: 9/15/2021