

**FIRST AMENDMENT TO  
ELECTRIC FRANCHISE AGREEMENT  
BETWEEN  
THE CITY OF LEESBURG  
AND  
THE CITY OF FRUITLAND PARK**

This First Amendment is to that certain Electric Franchise Agreement, entered into on October 10, 1983, hereinafter referred to as the "Electric Franchise Agreement" by and between the City of Leesburg, Florida, hereinafter referred to as "Leesburg" and the City of Fruitland Park, Florida, hereinafter referred to as "Fruitland Park," and jointly referred to herein as the "Parties."

WHEREAS, the Parties entered into the Electric Franchise Agreement for the mutually beneficial purposes of authorizing Leesburg to provide electric services within the municipal boundaries of Fruitland Park; and

WHEREAS, in accordance with the terms of the Electric Franchise Agreement, in 2009, Fruitland Park exercised its option rights to purchase the assets as described in Section 6 of the Electric Franchise Agreement; and

WHEREAS, to date the purchase and sale transaction pursuant to Fruitland Park's option rights has not been completed, Leesburg has continued to provide electricity service to Fruitland Park and the Parties have operated under the terms of the Electric Franchise Agreement essentially pursuant to the automatic extension provisions of Section 6; and

WHEREAS, the Electric Franchise Agreement is in full effect and has not been terminated by either party; and

WHEREAS, due, in part, to the new electrical facilities which would be required by the proposed development known as "The Villages of Fruitland Park", the Parties wish to amend certain terms of the Electric Franchise Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. The above-stated whereas clauses are agreed to by the Parties and adopted as true and correct.
2. The term of the franchise rights as set forth in Section 1 of the Electric Franchise Agreement is hereby extended so that the term shall now expire at midnight on December 31, 2018. The expiration of the extended term on December 31, 2018 shall act as an automatic exercise of Fruitland Park's option to purchase those certain assets described in Section 6 of the Electric Franchise Agreement and the valuation and payment terms contained therein shall be applicable and binding upon the Parties. The notice and milestone dates set forth in Section 6 of the Electric Franchise Agreement, shall apply as if Fruitland Park had exercised its option to purchase as of December 31, 2018. Upon expiration of the extended term, the Electric Franchise Agreement shall continue and remain in full force and affect until such time as Fruitland Park's

purchase referred to above is completed. In the event that the referenced purchase is not completed on or before December 31, 2019, the term of the Electric Franchise Agreement shall automatically extend so that the term will expire on December 31, 2043. However, if Fruitland Park is working diligently and in good faith to complete a purchase as of December 31, 2019, Fruitland Park shall be allowed a reasonable extension of time to complete such purchase. Moreover, Fruitland Park reserves the right at the end of any five (5) year period commencing January 1, 2020 until expiration of this agreement and extension thereof, to purchase the distribution system, lines, conduits, and other conveyances for distribution of electric energy or property used under or in connection with the franchise or right, or such part of such property, real and personal located within the corporate limits of Fruitland Park as of the date of the purchase by Fruitland Park which Fruitland Park may desire to purchase. Valuation for any such purchase shall remain as set forth in the Electrical Franchise Agreement. Upon expiration of the Electric Franchise Agreement as of December 31, 2043, unless otherwise agreed to in writing by the Parties, the term of the Electric Franchise Agreement shall automatically extend on a year to year basis until terminated by either party upon one hundred and twenty (120) days written notice to the non-terminating party.

- 3. As further consideration for this Amendment Fruitland Park agrees that its 2009 purchase option exercise is withdrawn and of no future effect.
- 4. All other terms and conditions of the Electric Franchise Agreement shall remain unchanged and in full force and effect.
- 5. The Effective Date of this Amendment shall be the date that the last party signs as set forth below.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date set forth below.

Attest: **City of Leesburg**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor David Knowles  
Date: \_\_\_\_\_

Attest: **City of Fruitland Park**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor Chris Bell  
Date: \_\_\_\_\_