

**SECOND AMENDMENT TO
CAPITAL CONSTRUCTION CONTRACT NO. 13939
BETWEEN ALACHUA COUNTY
AND NORTH FLORIDA REGIONAL MEDICAL CENTER, INC.
FOR REALIGNMENT OF SW 41ST BOULEVARD**

THIS SECOND AMENDMENT TO CAPITAL CONSTRUCTION CONTRACT NO. 13939 BETWEEN ALACHUA COUNTY AND NORTH FLORIDA REGIONAL MEDICAL CENTER, INC., FOR REALIGNMENT OF SW 41ST BOULEVARD (this “**Second Amendment**”) is dated for reference purposes as of _____, by and between NORTH FLORIDA REGIONAL MEDICAL CENTER, INC., a Florida corporation, hereinafter referred to as “**Developer**”, with a principal address of One Park Plaza, Nashville, Tennessee 37203, and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “**County**” (collectively hereinafter County and Developer are referred to as the “**Parties**”).

RECITALS

- A. Developer and County entered into that certain Capital Construction Contract No. 13939 Between Alachua County and North Florida Regional Medical Center, Inc., for Realignment of SW 41st Boulevard, dated August 24, 2023, as amended by that certain First Amendment to Capital Construction Contract, dated December 20, 2023 (the “**Contract**”) in connection with real property owned by Developer at 4094 SW 41st Boulevard, Gainesville, Florida, bearing tax parcel ID# 06974-040-000 (the “**Property**”), which Property is located outside unincorporated Alachua County and within the geographic boundary of the City of Gainesville, Florida.
- B. Pursuant to the Contract, Developer is to convey fee simple title to the County of a portion of the Property, said portion is referred to as the Roadway Parcel or the New Road Segment.
- C. FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (“**FGT**”) is the owner and holder of the dominant estate interest in and to certain subsurface pipeline easement rights granted pursuant to that (i) Easement Grant dated December 13, 1958 and recorded December 30, 1958 at Official Records Book 37, Page 479, Public Records of Alachua County, Florida, as amended by the certain Amendment of Easements dated April 9, 2018 and recorded April 9, 2018 at Official Records Book 4588, Page 1724, Public Records of Alachua County, Florida; and (ii) Easement Grant dated December 13, 1958 and recorded December 30, 1958 at Official Records Book 37, Page 481, Public Records of Alachua County, Florida, as amended by the certain Amendment of Easements dated April 9, 2018 and recorded April 9, 2018 at Official Records Book 4588, Page 1724, Public Records of Alachua County, Florida (Items (i) and (ii) being collectively the “**Easement**”).

- D. Developer and FGT entered into that certain Encroachment Agreement dated November 28, 2022 and recorded February 8, 2023 at Official Records Book 5069, Page 927, Public Records of Alachua County, Florida, as modified by that certain Amendment Of Encroachment Agreement dated July 27, 2023 and recorded July 31, 2023 at Official Records Book 5109, Page 1538, Public Records of Alachua County, Florida (the “**Encroachment Agreement**”).
- E. The Easement and the Encroachment Agreement encumbered the New Road Segment property and thereby represented title defects in the said property (the “**Title Matter**”).
- F. Pursuant to the Contract, the County objected to the Title Matter and demanded Developer resolve the Title Matter before the County would authorize the closure of the Old Road Segment and accept delivery of title in and to the New Road Segment.
- G. In consideration for County authorizing closure of the Old Road Segment and accepting title to the New Road Segment property subject to the Title Matter, Developer agreed to enter into (i) this Second Amendment; (ii) the Assignment And Assumption Of Encroachment Agreement attached hereto as **Exhibit “A”** (the “**Assignment**”), thereby assigning the Encroachment Agreement to the County to the extent it covers the Roadway Parcel; and (iii) the Indemnification Agreement As To Pipeline Easement And Encroachment attached hereto as **Exhibit “B”** (the “**Indemnification Agreement**”).
- H. Developer and County desire to amend and modify the Contract as more particularly set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree and amend the Contract as follows:

1. CAPITALIZED TERMS; RECITALS. All capitalized terms used in this Second Amendment but not specifically defined in this Second Amendment shall have the meaning given such terms in the Contract. All recitals of the Contract and the above recitals are deemed true and correct and same are hereby incorporated as a part of this Second Amendment by this reference.

2. SECTION 5. Contract Time And Damages. Section 5 is amended by replacing the phrase “90 Working Days” with the phrase “180 Working Days from the Effective Date of this Second Amendment.”

3. SECTION 11. Developer’s Representations And Warranties. Section 11 is amended to add:

11.9. For any utility, structure, improvement, or other object currently placed upon, through, or within the Easement area encumbering the New Road Segment property which requires FGT’s approval under the Encroachment Agreement (the “**Placements**”),

the Developer has sought and obtained FGT's written consent authorizing the Placements. For any future Placements made by or for the benefit of the Developer or the Property, the Developer will secure FGT's written consent authorizing such future Placements.

4. SECTION 20. Termination. Section 20.1 is amended to add:

In the event of a Developer Default, in addition to all other rights and remedies of the County arising under the Contract or otherwise, the County may (a) accept, execute, complete, and record the Escrow Instruments (identified below) (together with the Drainage Easement Deed (Exhibit 6)) in the Official Records of Alachua County, Florida; (b) assume, act as substitute for, and undertake all of Developer's rights, authority, and privileges to complete all performance of the Work; (c) pursuant to a grant of license and authority, which Developer does hereby make and specifically convey to the County, act upon and use all plans, contracts, materials, and information which may be necessary or desirable to complete the Work (such use includes authorization to communicate directly with the providers thereof); and (d) request, seek, demand, and secure from the Developer reimbursement of all costs and expenses arising out of the County's remedy, including costs for any design (e.g., engineering, survey fees, etc.) and construction (e.g., costs of labor, materials, etc.) relating to completion of the Work.

5. EXHIBIT 4 Scope of Work Process. Exhibit 4, Section 1.a.i.2.a. Title Commitment is amended to add:

The County Engineer will execute and deliver to Developer a written approval and acceptance of the Title Matter within Five (5) days following the County's receipt of fully executed, originals (in a form sufficient to be recorded in the Official Records of Alachua County, Florida) of the Assignment (executed by FGT and the Developer), the Indemnification Agreement, and the Special Warranty Deed (the "**Escrow Instruments**"). To satisfy the County's receipt requirement, the Developer must deliver the Escrow Instruments to the County under and together with an escrow letter from the Developer stating Developer's delivery of the Escrow Instruments is complete, irrevocable and cannot be withdrawn, cancelled, or modified, except in the event of the County's material default under the Contract. The County will keep and hold the Escrow Instruments in trust until the closing event described in Section 1.c.i. of this Exhibit 4, or a Developer Default as described in Section 20.1 of the Contract, at which time the County will record the Escrow Instruments in the Official Records of Alachua County, Florida.

6. EXHIBIT 4 Scope of Work Process. Exhibit 4, Section 1.c.i Conveyances; Title Policy is amended to add:

The Special Warranty Deed (Exhibit 5) will not reserve or retain any easement rights in and to the New Road Segment property and will include a statement that Grantor specifically relinquishes, quiets, terminates, conveys, and quits any express or implied easement in, over, under, upon, or within the New Road Segment property. Developer

and County acknowledge and accept any and all (current and future) subsurface rights Developer requires in the New Road Segment Property will be addressed through a Right of Way Use Permit to be issued by the County. The Developer will enjoy surface rights to the New Road Segment (specifically, SW 41st Boulevard located thereon) as a member of the general public.

The Drainage Easement Deed (Exhibit 6) will (a) show and include the Property as the Dominant Estate enjoying the easement rights; (b) include a right and reservation in favor of the County to authorize and grant future and additional utility easements in and to the servient estate, so long as said future easements will not materially interfere with the drainage use and benefit the dominant estate enjoys in the servient estate; (c) be recorded after the Indemnification Agreement; and (d) include a paragraph that identifies the recording information (book and page) of the Indemnification Agreement and state the Drainage Easement is and will forever remain junior, subordinate, and inferior to the Indemnification Agreement.

7. SURVIVAL OF PROVISIONS. All covenants, performance, representations and warranties set forth in the Contract shall survive the closing of the transaction contemplated hereby; shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to, or by reason of the Contract; and shall survive the payment of all monies made under, pursuant to or by reason of the Contract.

8. MISCELLANEOUS. Except as modified by this Second Amendment, the Contract is not otherwise amended, and the Contract is hereby ratified and confirmed and remains in full force and effect, as modified by this Second Amendment. In the event of any conflict between the terms of this Second Amendment and the terms of this Contract, the terms of this Second Amendment shall control. This Second Amendment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument. The Parties agree that an electronic version of this Second Amendment shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Second Amendment, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Second Amendment and shall provide the Developer with instructions on how to use said method. Delivery of this Second Amendment or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

SFPA 23-0300.7
v 05.01.24

WITNESS

By: _____

Print: _____

Title: _____

DEVELOPER:

NORTH FLORIDA REGIONAL MEDICAL
CENTER, INC.

By: _____

Print: _____

Title: _____

Date: _____

Exhibit "A"- Assignment

[see attached]

Exhibit “B” – Indemnification Agreement

[see attached]