

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (“Second Amendment”) entered into as of the ____ day of January, 2023, but effective for all purposes as of the 1st day of October, 2022 (“Effective Date”), by and between THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES (“Licensor”), a public body corporate of the State of Florida, for the benefit of its Department of Pediatrics, and ALACHUA COUNTY (“Licensee”), a Charter County, through and by its Board of County Commissioners.

BACKGROUND:

- A. Licensor and Licensee entered into that certain License Agreement dated May 18, 2018 (the “License”), as amended, concerning Licensor’s License to Licensee of certain premises located at 403 Georgia St., Starke, FL 32091, as more fully described therein.
- B. The License is currently in full force and effect, and neither party is in default under its terms.
- C. Licensor and Licensee desire to amend the License, effective as of the Effective Date, as more fully set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above stated recitals are true and correct and incorporated herein by reference.
2. **Definitions.** Any capitalized terms used herein that are not otherwise defined shall have the same meaning as set forth in the License.
3. **Term Extension.** Licensor and Licensee hereby agree to extend the Term for an additional year, extending the License term to September 30, 2023 (“Extension Term”).
4. **Licensed Area.** The Licensed Area consists of one-hundred twelve (112) square feet for Licensee’s exclusive use as office and counseling space (“Licensed Area”) and one hundred ninety-two (192) square feet of the Shared Area to be shared by both Licensor and Licensee(s) common area in the conduct of the operations, collectively three hundred four (304) square feet (see Exhibit “A”).
5. **License Fee.** The License Fee schedule shall be as follows:

	<u>Time Period</u>	<u>Per Month</u>
Extension Term	October 1, 2022 – September 30, 2023	\$316.56

6. No Other Modifications. Except as specifically amended or modified hereby, all of the terms, covenants and conditions of the License shall remain in full force and effect and are hereby ratified and affirmed. In the event of a conflict between the terms of this Second Amendment and the License, the terms of this Second Amendment shall control.

7. Counterparts. This Second Amendment may be executed in any number of counterparts, but all such counterparts when taken together shall constitute one and the same instrument. Facsimile and Portable Document Format (“PDF”) signatures shall be binding on the parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to License Agreement to be executed on their behalf by duly authorized representatives, all as of the Effective Date first set forth above.

Licensee:

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

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

Alachua County Attorney's Office

(SEAL)

Licensor:

**THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES**, a public body
corporate of the State of Florida

WITNESSES:

X _____

Print: _____

X _____

Print: _____

By: _____

Trevor Schneider

AVP, Office of Real Estate

EXHIBIT "A"

Licensed and Shared Areas

The areas as designated below at the address herein:

403 Georgia St.
Starke, Florida 32091



Licensed Area: Room #6 (112 SF)

Shared Areas: Kitchen, Bathrooms (Staff and Visitor), Hallways, Lobby/Waiting Area (192 SF)