

## **FIRST AMENDMENT TO LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (“First Amendment”) is made effective as of the \_\_\_\_ day of May, 2021 (“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”), 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 June 1, 2021, 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. **Licensed Area.** Licensee is relocating within the Property and will be utilizing Room #6. Therefore, the Licensed Area shall be amended to reflect 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”).

4. **License Fee.** The License Fee shall be reduced to the following License Fee schedule.

	<b><u>Time Period</u></b>	<b><u>Per Month</u></b>
Renewal Term 3	June 1, 2021 - September 30, 2021	\$289.70
Renewal Term 4	October 1, 2021 - September 30, 2022	\$298.39
Renewal Term 5	October 1, 2022 - October 31, 2022	\$307.34
<i>Partial Month</i>	November 1, 2022 - November 10, 2022	\$102.45

5. Renewal Notification. Licensee hereby provides written notice of their intent to exercise Renewal Term 4 and renew the License Agreement for an additional year, extending the License term to September 30, 2022.

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 First Amendment and the License, the terms of this First Amendment shall control.

7. Counterparts. This First 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 First 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: \_\_\_\_\_

Ken Cornell, Chair

Board of County Commissioners

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

DocuSigned by:

*Robert C Swain*  
\_\_\_\_\_  
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Alachua County Attorney's Office

**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

Director, 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)