

**FIRST AMENDMENT TO
PRE-DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO PRE-DEVELOPMENT AGREEMENT (this “**Amendment**”) is made and entered into effective as of May 25, 2021 (the “**Amendment Date**”), by and between Alachua County, a charter county and political subdivision of the State of Florida (“**County**”), and Viking Companies LLC, a Florida limited liability company (“**Developer**”), who state as follows:

WITNESSETH

WHEREAS, County and Developer previously entered into that certain Pre-Development Agreement dated March 23, 2021 (the “**Agreement**”), which set forth the parties mutual understanding of the preliminary work, as more particularly described in the Agreement; and

WHEREAS, County and Developer are desirous of expanding the scope of Pre-Development Activities to include placing of a deposit on steel to be used in the construction of the Center.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in the Agreement and this Amendment, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above stated recitals are true and correct and are incorporated herein by reference.
2. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them as in the Agreement.
3. Phase I Activities. The list of Phase I Activities contained on Exhibit A of the Agreement is hereby amended to add the payment of a deposit on steel to Varco Pruden Buildings in the amount of \$105,000.
4. Pre-Development Budget. The Predevelopment Budget shall be increased by the \$105,000 deposit amount and the reference to \$1 million in Section 3 (b) of the Agreement is hereby amended to \$1,105,000.
5. Conflict of Provisions. In the event of a conflict between any provisions contained in the Agreement and this Amendment, the terms contained in this Amendment shall control and govern the parties and their respective rights and duties. Except as specifically amended by this Amendment, the Agreement shall remain unchanged and in full force and effect, and all other provisions of the Agreement are hereby restated and reaffirmed in their entirety.
6. Counterparts. This Agreement 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 Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, 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 Agreement and shall provide the Developer with instructions on how to use said method. Delivery of this Agreement 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names and on their respective behalves by their respective duly authorized officers as of the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____
Ken Cornell, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

DocuSigned by:
David Forziano
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J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

VIKING COMPANIES, LLC

By: _____
Name: Svein H. Dyrkolbotn
Title: Manager