

**FIRST AMENDMENT TO
REVOCABLE LICENSE AGREEMENT FOR WEST END PROPERTY**

THIS FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT (“Amendment”) is made and entered into by Alachua County Local Organizing Committee, Inc., a Florida not for profit corporation whose address is 4870 Celebration Pointe Avenue, Gainesville, FL 32608 (“Licensee”) and Alachua County, a charter county and political subdivision of the State of Florida (“County”), collectively the “parties”.

WITNESSETH:

WHEREAS, Alachua County is the fee simple owner of the real property that is approximately 75.07 acres in size and is located at 12830 W. Newberry Road, Newberry, Alachua County FL, identified as parcel ID#s 04333-001-00 and 04314-000-000, formerly known as the West End Golf Course (collectively, the “Property”); and

WHEREAS, Licensee desires to utilize the Property, temporarily, for a certain event known as the 2025 World Masters Athletics Indoor Championships to be held in Alachua County, Florida (the “Event”); and

WHEREAS, the parties desire to amend that certain Revocable License Agreement for the Property executed by and between the parties dated June 11, 2024 (the “Agreement”) regarding use of the Property for the Event.

NOW, THEREFORE, in consideration set forth below and the mutual covenants and promises contained herein, the receipt and sufficiency of which is acknowledged, the Licensee and the County agrees as follows:

1. Paragraph 1 of the Agreement shall be deleted in its entirety and replaced with the following:

“1. This Agreement between the parties is effective as of the Effective Date. The grant and term of the license to Licensee for the Property will start on March 19, 2025 (“Start Date”) and the term will end when either this Agreement terminates or the Licensee vacates or abandons the Property or on 12:00 p.m. on April 15, 2025, whichever occurs first (“End Date”).”

2. Paragraph 4 of the Agreement titled “Improvements to Property” shall be deleted in its entirety.

3. Paragraph 5 of the Agreement titled “Maintenance and Repairs” shall be deleted in its entirety and replaced with the following:

“5. Maintenance and Repairs. During the term of this Agreement, County will be responsible, at its cost, for maintaining the Property for any improvements installed by the County. Licensee shall have no responsibility for any maintenance or repairs to the Property, excepting only that Licensee

(1) shall be responsible during the License term, at its expense, for providing restrooms to its Invitees as Licensee deems necessary or desirable, in its reasonable discretion, which may be portable, and maintaining/cleaning such restrooms during the License term, including the Event. Licensee will be responsible for removal of the restrooms from the Property prior to the End Date; and

- (2) will be responsible, at its expense, for the pick-up, removal and lawful disposal of waste and trash from the Property during the License term, including the Event; and
- (3) may provide temporary internet/wifi at the Property, at Licensee's expense if desired by Licensee or for the Event; and
- (4) shall be solely responsible for any maintenance or repair expense resulting from any damage or casualty to the Property or its improvements or fixtures caused in whole or in part by Licensee or Licensee's Invitees or agents. Any damage or casualty caused in whole or in part by County or County's Invitees or agents shall be borne solely by County."

4. Paragraph 6 of the Agreement shall be deleted in its entirety and replaced with the following:

"6. Safety and Security. Licensee will erect, and maintain safety precautions, warnings, and signage on the Property during the Event, so as to seek to prevent damages, injury or loss to persons and property. Should an employee or agent of the Licensee suffer injury or damage to his/her/their person or property while on the Property, the Licensee shall notify the County in writing within a reasonable time of the occurrence."

5. Paragraph 13(c)(v) shall be deleted.

6. Entire Agreement. Except as modified specifically herein, the Agreement shall remain in full force and effect and no defaults exist by any party under the Agreement. The Agreement, as modified by this Amendment constitutes the entire agreement regarding use of the Property by Licensee, and supersedes all prior written or oral agreements, understandings, or representations between the parties. This Amendment shall be effective upon the date of execution of this Amendment by both parties.

IN WITNESS WHEREOF, on the date entered below, the County and the Licensee, by its authorized representative, have executed this Amendment for the uses therein expressed and agree to be bound by its terms.

LICENSEE

Alachua County Local Organizing Committee, Inc.

By: 

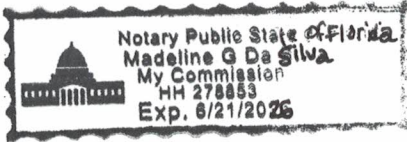
Printed Name: Svein Dyrkolbotn

Title: _____

Date: 12/02/2024

STATE OF FLORIDA
COUNTY OF ALACHUA

Sworn to (or/affirmed) and subscribed before me this 2nd day of December, 2024, by means of ☒ physical presence or ☐ online notarization, by Erin Dyckelsohn for the Alachua County Local Organizing Committee, Inc. who is personally known to me ___ or who produced the following as identification _____.



A handwritten signature in blue ink, appearing to read "Madeline Da Silva", written over a horizontal line.

Notary Signature

Printed Name: Madeline Da Silva

ALACHUA COUNTY, FLORIDA

Signed by:

By: Michèle Liberman

0F708449BE5743D

Michele L. Liberman, County Manager

12/20/2024

Date: _____

APPROVED AS TO FORM

DocuSigned by:

David Forziano

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Alachua County Attorney's Office