



CONVEYANCE AND DEVELOPMENT AGREEMENT

THIS CONVEYANCE AND DEVELOPMENT AGREEMENT (this "Agreement") is made on the "Agreement Date" (as defined in Section 5.01) by and among **PHC-Los Alamos, Inc.**, a New Mexico corporation d/b/a Los Alamos Medical Center (the "Hospital"), and the **Incorporated County of Los Alamos**, a political subdivision of the State of New Mexico (the "County").

WITNESSETH

WHEREAS, the Hospital is the owner of certain real property located at 3917 West Road, Los Alamos, New Mexico, as more particularly described on Exhibit A attached hereto, and all rights and appurtenances pertaining thereto including any right, title, and interest of Hospital in and to adjacent parking lots, drives, grounds, streets, alleys or rights-of-way (collectively, the "Hospital Property"); and

WHEREAS, the County desires to acquire the portion of the Hospital Property more particularly described in Exhibit B attached hereto (the "Conveyed Property") as a part of a public condemnation to facilitate road widening improvements to Trinity Drive (the "Widening Project"); and

WHEREAS, in consideration for the conveyance of the Conveyed Property from the Hospital to the County for the Widening Project, the County has agreed to perform certain improvements to the Hospital Property more particularly depicted on Exhibit C attached hereto, including, without limitation, the construction of a deceleration lane and the reconfiguration of an entrance and parking lot on the Hospital Property, which shall include the paving and restriping of the entirety of such parking lot (collectively, the "Hospital Improvements"); and

WHEREAS, in further consideration for the conveyance of the Conveyed Property from the Hospital to the County for the Widening Project, the County has agreed to, upon such conveyance, pay to the Hospital a credit in the amount of **TWENTY-THREE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$23,900.00)** (the "Signage Credit") for the purpose of obtaining and installing a sign of similar size and quality to the Hospital's existing monument sign (the "Hospital Signage"), which is in addition to the Construction Funds (as defined below); and

WHEREAS, the County estimates the costs for constructing the Hospital Improvements will be approximately **TWO HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$264,450.00)** (the "Construction Funds"), and the County has appropriated the amount of the Signage Credit and the amount of the Construction Funds for the purposes set forth herein; and

WHEREAS, the County intends to procure the services of a contractor (the "Selected Contractor") to construct the Hospital Improvements; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth the terms and conditions by which the Conveyed Property shall be conveyed to the County, the Hospital Improvements shall be completed, and the Construction Funds may be held and disbursed.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the foregoing premises, which are hereby incorporated into this Agreement verbatim, together with \$10.00 cash in hand tendered by each party to the other, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

CONVEYANCE OF PROPERTY

1.01 **Conveyance.** Upon the execution of a contract between the County and the Selected Contractor to construct the Hospital Improvements, the Hospital shall execute and deliver to County a quitclaim deed in the form attached hereto as **Exhibit D** (the "Deed"). Upon delivery of the Deed from the Hospital to County, County shall also pay the Signage Credit to the Hospital in immediately available funds.

1.02 **Representations and Warranties of the Hospital.** The Hospital hereby represents and warrants to the County as of the Agreement Date:

(a) The Hospital is neither a foreign person nor subject to withholding under the Foreign Investment in Real Property Act ("FIRPTA").

(b) The Hospital has not received written notice of any attachments, executions, assignments for the benefit of creditors, voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated or pending or threatened against Hospital.

(c) The Hospital has duly and validly authorized and executed this Agreement and has full right, title, power, and authority to enter into this Agreement and to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary to convey the Conveyed Property as contemplated herein.

(d) On the date of the conveyance of the Deed, the Conveyed Property shall be free from any and all encumbrances, except recorded easements, including but not limited to any mortgage, security interest, lien, or any legal instrument that places a claim or charge upon the Conveyed Property for payment of any debt, obligation, or duty. The release of any existing mortgage or security interest placing a claim or charge upon the Conveyed Property shall be a condition precedent to each party's obligations hereunder.

1.03 **Representations and Warranties of the County.** County hereby represents and warrants to the Hospital as of the Agreement Date:

(a) The County is neither a foreign person nor subject to withholding under FIRPTA.

(b) The County has duly and validly authorized and executed this Agreement and has full capacity, right, title, power, and authority to enter into this Agreement and to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary to bind the County under this Agreement.

1.04 **Conveyance "As Is"**. As of the date of the Deed, the County, acknowledging its familiarity with the Conveyed Property, shall be deemed to represent and agree that it had an opportunity to inspect the Conveyed Property and every part thereof, is acquainted with and accepts the condition of the Conveyed Property, and it is understood and agreed that, except for those certain representations and warranties expressly stated in this Agreement, the Conveyed Property is to be conveyed to the County AS IS, WHERE IS, with all faults, subject to normal wear and tear and natural deterioration.

1.05 **Survival; Release.**

(a) Provided the County has not given the Hospital written notice or has otherwise commenced litigation on or before the date of the Deed for a breach of the Hospital's representations and warranties set forth in Section 1.02 above, the County shall otherwise release the Hospital and covenants not to sue the Hospital or the Hospital's affiliates with respect to the Conveyed Property, including, but not limited to, anything arising out of the environmental or any other condition of the Conveyed Property or the presence of hazardous substances in, on, under or emanating from or onto the Conveyed Property, regardless of whether such environmental conditions or the presence of hazardous substances is known or unknown by the County and regardless of whether such condition is set forth in the environmental reports or the County's environmental reports. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims, or causes of action for personal injury or death, property damage, statutory claims, including under environmental laws, and claims for contribution, shall not be deemed, or otherwise merge into the Deed, and shall survive conveyance of the Conveyed Property. It is further understood and agreed that, except for those certain representations and warranties expressly stated in Section 1.02 of this Agreement, the Hospital is not making any warranties or representations of any kind or character, express or implied, with respect to the Conveyed Property (including, without limitation, any environmental, health, or safety condition or matter or hazardous substance on or affecting the Conveyed Property) or their fitness for any particular purpose. The County further specifically disclaims any implied warranties of condition or fitness for use. The County agrees that with respect to the Conveyed Property, the County has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of the Hospital or any agent or affiliate of the Hospital, except as specifically set forth in this Agreement. The County agrees that the Hospital is not liable or bound in any manner for any verbal or written statements, representations, or information pertaining to the Conveyed Property unless the same is specifically made by the Hospital herein.

(b) The Hospital and the County hereby acknowledge that the conveyance contemplated by this Agreement is being effectuated in lieu of action for condemnation/eminent domain. The Hospital hereby expressly agrees that the consideration given by the County for the Conveyed Property as set forth herein represents the fair market value of the Conveyed Property, and hereby waives and forever disclaims any right to any additional consideration for the conveyance of the Conveyed Property.

1.06 **Possession.** Exclusive possession of the Conveyed Property shall be given to the County on the date of the Deed.

1.07 **Real Estate Taxes.** The Hospital shall be responsible for all real property taxes and assessments on the Conveyed Property prior to the date of the Deed. The County shall be responsible for all real property taxes and assessments on the Conveyed Property on the date of the Deed and thereafter. The parties' respective obligations pursuant to this Section shall expressly survive the Closing.

ARTICLE II

COMPLETION OF HOSPITAL IMPROVEMENTS

2.01 **Plans and Specifications.**

(a) The County shall cause the Hospital Improvements to be completed in accordance with plans as developed for the Construction Improvements in consultation with the Hospital. The County shall be responsible for developing preliminary plans for the Hospital Improvements, including a site plan showing the location, elevations, and other outline specifications for the proposed improvements, including relocation of existing Hospital Signage, which shall be consistent with and incorporate requirements for government approvals (the "Preliminary Plans"), within thirty (30) days of the Agreement Date. The Preliminary Plans reasonably approved by Hospital are herein referred to as the "Final Preliminary Plans".

(i) The County shall cause its licensed engineer ("County Engineer"), to complete working drawings and specifications for the Hospital Improvements, based upon the Final Preliminary Plans (such plans are herein referred to as the "Plans and Specifications") which shall be submitted to the Hospital for approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

(ii) The Hospital shall review the Plans and Specifications for consistency with the Final Preliminary Plans. The Plans and Specifications which shall be accepted or deemed accepted by the Hospital are herein referred to as the "Final Plans and Specifications". In the event Hospital has not reasonably approved the Final Plans and Specifications on the basis set forth herein on or before thirty (30) days after receipt of the Plans and Specifications, then the Hospital shall be deemed to have approved the Final Plans and Specifications. The Final Plans and Specifications intend to include all items necessary for the completion of the Hospital Improvements to be built by the County in accordance with the Final Plans and Specifications and in accordance with the requirements of all government approvals.

(iii) The Hospital's approval of the Final Plans and Specifications shall not constitute any judgment or opinion on the part of the Hospital as to the quality or soundness of the Final Plans and Specifications or the character or quality of the engineering or other components of the design, nor constitute approval or acknowledgment that all applicable codes and regulations have been met, all of which shall be the responsibility of the County.

(b) The Final Plans and Specifications for the Hospital Improvements may not be changed or modified in any material respect without the prior written approval of the Hospital, which approval shall not be unreasonably withheld, conditioned, or delayed. "Changed or

modified in any material respect" shall mean any changes in the scope of the work to be performed under the Final Plans and Specifications which modify the layout of the Hospital Improvements or modify any of the materials to be used.

2.02 Procurement of the Selected Contractor and the Development Schedule

(a) Upon approval of the Final Plans and Specifications, the County shall seek to procure the services of a contractor to construct the Hospital Improvements.

(b) Prior to soliciting bids for the construction of the Hospital Improvements, a target dates schedule shall be prepared by the County Engineer (the "**Development Schedule**") reflecting the reasonable determination of the parties of the dates by which certain steps and phases of the construction and shall include an estimated date to commence construction (the "**Estimated Date of Commencement**") and an estimated date to complete construction of the Hospital Improvements (the "**Estimated Date of Completion**").

(c) The Development Schedule target dates including the Estimated Date of Commencement and the Estimated Date of Completion shall be included in the bid package as a basis for evaluating the responsiveness of the bids received, and the Development Schedule target dates and the Estimated Date of Commencement and the Estimated Date of Completion shall also be included as material terms in the contract entered between the County and the Selected Contractor to complete the Hospital Improvements.

(d) If the County determines that the received bids are not responsive or are responsive bids that exceed the amount of the Construction Funds, the County may resolicit for the construction of the Hospital Improvements. If resoliciting is required, the Development Schedule shall be revised to appropriately adjust the Estimated Date of Commencement and the Estimated Date of Completion.

(e) If an otherwise responsive bid exceeds the amount of Construction Funds, the County shall have the right not to award the contract to the bidder.

(f) If the County determines that no responsive bids or responsive bids that exceed the amount the Construction Funds are received to the second solicitation the County may resolicit for the construction of the Hospital Improvements a third time. If no responsive bids or responsive bids that exceed the amount of the Construction Funds are received, then either party may terminate this Agreement.

2.03 Segregation of Construction Funds; Liens

(a) Not later than five (5) business days following the Agreement Date, the County shall segregate the Construction Funds into a separate account created solely for the completion of the Hospital Improvements (the "**Construction Account**"), and no other funds shall be intermingled with the Construction Funds or placed into the Construction Account unless such funds have been explicitly appropriated for the completion of the Hospital Improvements.

(b) The Selected Contractor shall be paid from the Construction Account on a timely basis in accordance with the terms of the agreement between Selected Contractor and the County,

and the County shall not suffer or permit any mechanic's liens or materialman's liens to be filed against Hospital Property.

2.03 Completion of Hospital Improvements

(a) County acknowledges the existence of anticipated deadlines for construction and completion of the Hospital Improvements hereunder, and further acknowledges that County will use all reasonable efforts to avoid delays (other than any "Permitted Construction Delay" and "County Extensions" (as hereinafter defined)) which extend the Estimated Date of Completion or dates by which steps or phases of construction are required to be completed in accordance with the Development Schedule. However, the County may unilaterally extend the Estimated Date of Completion or dates by which steps phases of construction are required to be completed in accordance with the Development Schedule by forty-five (45) days to address unforeseen construction delays which include but are not limited to unforeseen site conditions, short-term supply chain issues, equipment issues, and short-term labor shortages ("County Extension").

(b) County, at County's sole cost and expense, hereby agrees to use reasonable efforts, subject to any Permitted Construction Delay and County Extensions, to (i) commence and complete construction of the Hospital Improvements pursuant to the timeframe established by the Development Schedule; (ii) construct the Hospital Improvements in accordance with the Final Plans and Specifications, and applicable law, (iii) achieve completion of the steps and phases of construction in accordance with the Development Schedule, and (iv) obtain substantial completion of construction of the Hospital Improvements in accordance with the Final Plans and Specifications by not later than the Estimated Date of Completion, subject to any Permitted Construction Delay.

(c) Except as otherwise provided in this Agreement, the date for completing steps and phases of construction in accordance with the Development Schedule and the Estimated Date of Completion shall be extended only by County Extensions or for any delay (i) due to occurrence of any event or circumstance which may preclude or delay County from satisfying its obligations which is beyond the reasonable control of County, including without limitation, labor strikes and lockouts, power shortages or failures, acts of God, inclement weather of such severity as to preclude continued work under prevailing industry standards which includes the time between November 1 and March 1 of any calendar year, riots, insurrection, acts of war, acts of terrorism, unavailability or shortages of materials or default or delay by Hospital, but excepting delays caused by acts or omissions of County, County's contractors, subcontractors, material or equipment suppliers, architects or engineers, or by the failure or inability of County to provide sufficient funds to pay the costs of construction ("**Force Majeure Events**") and/or (ii) approved by the mutual agreement of County and Hospital (collectively, "**Permitted Construction Delay**"). Notwithstanding the foregoing, in no event shall a Permitted Construction Delay continue for more than twelve (12) months, after which the Hospital shall be entitled to exercise any or all of its rights and remedies under this Agreement as if the delay had not been a Permitted Construction Delay.

(d) Subject to the satisfaction of all conditions set forth in this Agreement, County warrants to Hospital that (i) the Hospital Improvements will be constructed in accordance with the Final Plans and Specifications and the Development Schedule, (ii) all materials and equipment furnished will be new unless otherwise specified, (iii) all the work in connection with the Hospital

Improvements will be of good quality, free from material fault or defect, and (iv) the Hospital Improvements shall be in full compliance with all applicable laws, codes, and regulations, including by way of example, but not as a limitation, environmental, zoning, building, and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one (1) year after the date of completion of the Hospital Improvements, or within such longer period as may be prescribed by law or the terms of any applicable special warranty required by the Final Plans and Specifications, the Hospital Improvements or any part or element thereof is found to be defective or not in accordance with the Final Plans and Specifications, County shall correct the same promptly after receipt of written notice from Hospital to do so, unless Hospital has previously given County a written acceptance of such condition. Unless such condition is specifically referred to in such written acceptance, Hospital's acceptance of any portion of the Hospital Improvements shall not be deemed to be written acceptance of any such condition. The provisions of this Section will survive conveyance of the Conveyed Property and any termination of this Agreement.

(e) The Hospital Improvements shall be deemed substantially completed on the date upon which County's Engineer shall have issued a certificate of substantial completion of the Hospital Improvements (the "Completion Date").

(f) In the event (i) the Completion Date has not occurred by the (i) Estimated Date of Completion subject to any Permitted Construction Delay or County Extensions, or (ii) a step or phase listed in the Development Schedule is not substantially completed within forty-five (45) days of the date for completion of such step or phase as set forth in the Development Schedule (subject to any Permitted Construction Delay and County Extensions), and in the case of (iii) and/or (iiii) above as applicable, the Completion Date or such step or phase does not thereafter occur within ninety (90) days after County receives from Hospital written notice of failure to complete the Hospital Improvements by the Completion Date and/or substantially complete such step or phase by the date set forth in the Development Schedule, County shall be considered in default hereunder (subject to any Permitted Construction Delay or County Extensions). If County shall be considered in default hereunder pursuant to this Section, Hospital shall be entitled to complete the Hospital Improvements in accordance with the Final Plans and Specifications and shall be entitled to delivery of any remaining Construction Funds to so complete the Hospital Improvements.

ARTICLE III

NOTICE AND DECISION AUTHORITY

3.01 **Notices.** Any notice or other writing required or permitted to be given to a party under this Agreement shall be given in writing and shall be (i) delivered by hand or (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through or by UPS, Federal Express, or other nationally recognized overnight mail or package delivery, addressed to the parties at the addresses set forth below. Any notice or demand that may be given hereunder shall be deemed complete: (a) upon depositing any such notice or demand in the United States mail with proper postage affixed thereof, certified, return receipt requested; (b) upon depositing any such notice or demand with UPS, Federal Express, or other nationally recognized overnight mail or package delivery, or (c) upon hand delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in

writing to the other parties in the manner herein provided. The appropriate address for notice hereunder shall be the following:

If to the Hospital: PHC-Los Alamos, Inc.
 3917 West Road
 Los Alamos, NM 87544
 Attention: Administration

With a copy to: LifePoint Health
 330 Seven Springs Way
 Brentwood, Tennessee 37027
 Attn: Real Estate

If to the County: County Manager
 Incorporated County of Los Alamos
 1000 Central Ave, Suite 350
 Los Alamos NM, 87547

With a copy to: County Attorney
 Incorporated County of Los Alamos
 1000 Central Ave, Suite 340
 Los Alamos, NM 87547

3.02 **Decision Authority.** The following agents for the parties shall have authority to make discretionary decisions provided for under this Agreement, including but not limited to, approval of Final Preliminary Plans, approval and changes to the Final Plans and Specifications, and approval and changes to the Development Schedule:

For the Hospital: Carlos Branch
 Plant Operations Director
 PHC-Los Alamos, Inc.
 Los Alamos, NM 87544
 (505-661-9441)

For the County: Juan Rael, Public Works Director
 Incorporated County of Los Alamos
 1000 Central Avenue, Suite 160
 Los Alamos, NM 87547
 (505) 662-8150

3.03. **Change in Decision Making Authority.** If the individual with the decision authority provided for in Section 3.02 should change for either party that party shall notify the other party as provided for in Section 3.01 of this agreement.

ARTICLE IV

DEFAULT AND REMEDIES

4.01 Default.

(a) **Default by the Hospital.** If the Hospital fails to convey the Conveyed Property as contemplated herein or otherwise materially breaches this Agreement, other than as a result of a breach or default by the County under this Agreement, then the County may proceed with eminent domain proceedings, or elect to seek specific performance of this Agreement. Notwithstanding the foregoing, however, nothing contained herein shall be deemed to waive, limit, or affect any right or remedy of the County with respect to the breach of the Hospital or of the Hospital's indemnity and/or defense obligations under this Agreement, which obligations of the Hospital and the respective rights of the County shall survive the conveyance of the Conveyed Property and the termination of this Agreement.

(b) **Default by the County.** If the County materially breaches this Agreement, other than as a result of a breach or default by the Hospital under this Agreement, the Hospital may elect to: (i) sue the County for damages under this Agreement, or (ii) seek specific performance of this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.01 **Agreement Date.** As used herein, "Agreement Date" shall mean the date on which this Agreement is executed by the last party to sign this Agreement.

5.02 **Entire Agreement.** This Agreement constitutes the entire agreement between the Hospital and the County related to the subject matter addressed herein and no amendment or modification of this Agreement may be made except by an instrument in writing signed by all parties.

5.03 **Choice of Law.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

5.04 **Venue, Forum Non-Conveniens, Exclusive State Jurisdiction.** County and Hospital irrevocably agree that any and all legal proceedings related to this agreement or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial Circuit of the State of New Mexico. County and Hospital each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial Circuit of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding.

5.05 **Waiver of Jury Trial.** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement (i) the prevailing party shall

be entitled to recover all of its costs and expenses, including a reasonable attorneys' fees and costs, and (ii) a court shall determine all issues of law and fact, a jury trial being expressly waived.

5.06 **Time of the Essence.** Time is declared to be of the essence of this Agreement.

5.07 **Assignment.** This Agreement shall constitute a binding contract between the Hospital and the County and shall be binding upon and inure to the benefit of the respective successors and assigns of the Hospital and the County.

5.07 **Severability.** In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.08 **Counterparts.** This Agreement may be executed in any number of counterparts, in original or by facsimile copy, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an "original" signature.

5.09 **Attorneys' Fees.** Each party shall be responsible for the payment to the other of all reasonable attorneys' fees incurred by enforcing the provisions of the terms of this Agreement, provided, however, that in any action between the parties relating to this Agreement, the prevailing party in any dispute or litigation shall be entitled to reimbursement from the other party of all the prevailing party's court costs and reasonable attorneys' fees.

5.10 **Responsibility to Cooperate.** The Hospital and the County each agree to take such actions to produce, execute and/or deliver such information and documentation in a timely manner as is reasonably necessary to carry out the responsibilities and obligations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates listed below their respective signatures.

ATTEST


NAOMI D. MAESTAS
COUNTY CLERK

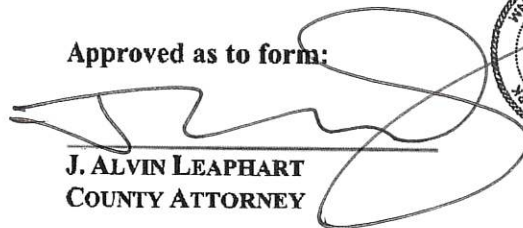



INCORPORATED COUNTY OF LOS ALAMOS

By: 
STEVEN LYNNE
COUNTY MANAGER


10/4/23
DATE

Approved as to form:


J. ALVIN LEAPHART
COUNTY ATTORNEY



PHC-Los Alamos, Inc.

By: 
Name: S. Robert Barrett
Its: Interim President

ATTEST

By: 
Name: Charlotte Lawrence

Approved as to form:



J. Steven Kirkham,
Attorney for PHC-Los Alamos, Inc.

EXHIBIT A

Description of the Hospital Property

A certain tract or parcel of land lying within and being a portion of the tract identified as Tract 'B' and a portion of West Road, Eastern Area No. 3, Los Alamos County, New Mexico, said property being transferred by deeds filed for record in the office of the County Clerk of Los Alamos County, New Mexico in Misc. Book 4, Page 27, Misc. Book 8, Page 27B, Misc. Book 17, Page 12B, and Misc. Book 17, Page 131; Said tract being more particularly described as follows:

Beginning at the Northeast corner of the tract herein described, from whence the Los Alamos County Survey Control Monument "BC-23" a brass cap in concrete bears N63°05'18"W a distance of 1432.90 feet; thence from said point of beginning bearing S06°43'49"E a distance of 114.90 feet to a point, thence bearing S22°14'25"W a distance of 26.92 feet to a point, thence bearing S52°10'16"W a distance of 19.77 feet to a point, thence bearing S06°30'36"W a distance of 84.39 feet to the Southeast corner of the tract herein described, thence bearing S85°03'18"W a distance of 121.90 feet to a point, thence bearing S60°06'00"W a distance of 84.99 feet to a point, thence bearing S37°14'05"W a distance of 202.88 feet to a point, thence bearing S69°58'53"W a distance of 98.94 feet to a point, thence bearing S71°29'16"W a distance of 124.36 feet to a point, thence bearing N86°02'48"W a distance of 251.90 feet to a point, thence bearing S53°14'23"W a distance of 40.35 feet to a point, thence bearing S78°34'07"W a distance of 96.80 feet to the Southwest corner of the tract herein described, thence bearing N22°23'51"W a distance of 178.19 feet to a point, thence bearing N67°36'09"E a distance of 4.51 feet to a point, thence bearing N22°23'51"W a distance of 178.77 feet to the Northwest corner of the tract herein described, thence bearing N67°41'38"E a distance of 149.48 feet to a point on the southerly right-of-way line of West Road, thence following said right-of-way line along a curve to the left having a radius of 401.97 feet, an arc length of 38.98 feet, and a central angle of 5°33'20" (chord=N77°47'17"E, 38.96') to a point, thence following said right-of-way line bearing N74°39'11"E a distance of 167.47 feet to a point, thence leaving said right-of-way line bearing N15°20'49"W a distance of 30.00 feet to a point within the old right-of-way of West Road, thence bearing N74°39'11"E a distance of 178.82 feet to an angle point within the old right-of-way line of West Road, thence bearing N82°59'11"E a distance of 54.26 feet to a point within the old right-of-way line of West Road, thence bearing S15°20'49"E a distance of 22.11 feet to a point on the Southerly right-of-way line of Trinity Drive, thence following said right-of-way line bearing N83°30'17"E a distance of 502.05 feet to the Northeast corner of the tract herein described and the point of beginning. Containing 368,735 square feet or 8.465 acres more or less. Subject to all easements and rights of record.

EXHIBIT C

Depiction of the Hospital Improvements



EXHIBIT D

Quitclaim Deed

THIS INDENTURE, made and entered into this _____ day of _____, 2023, by and between **PHC-Los Alamos, Inc.**, a New Mexico corporation ("Grantor"), party of the first part, and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO**, a political subdivision ("Grantee"), party of the second part.

WITNESSETH: That the said party of the first part, for consideration, the receipt whereof is hereby acknowledged, does by these presents, demise, release and forever quitclaim unto the said party of the second part and to its heirs and assigns all of Grantor's interest, if any, in the following described real property, lying, situate and being in the County of Los Alamos, State of New Mexico to wit:

A parcel of land within Eastern Area No. 3, Los Alamos, Los Alamos County, New Mexico, more particularly described as:

From the POINT OF BEGINNING N 83° 30' 17" E for a distance of 426.05 feet to a point on a line.

Thence, S 06° 43' 49" E for a distance of 114.90 feet to a point on a line.

Thence, S 22° 14' 25" W for a distance of 26.92 feet to a point on a line.

Thence, S 52° 10' 16" W for a distance of 19.77 feet to a point on a line.

Thence, S 06° 30' 36" W for a distance of 14.07 feet to a point on a line.

Thence, N 53° 08' 55" W for a distance of 8.52 feet to a point on a curve.

Thence along a curve to the left, having a chord bearing of S 74° 55' 31" W for a chord distance of 12.84 feet, and a radius of 16.90 feet to a point on a line.

Thence, S 83° 17' 53" W for a distance of 28.65 feet to a point on a line.

Thence, S 06° 42' 08" E for a distance of 9.90 feet to a point on a line.

Thence, S 83° 17' 53" W for a distance of 4.76 feet to a point on a line.

Thence, N 06° 42' 08" W for a distance of 20.00 feet to a point on a line.

Thence, N 06° 42' 08" W for a distance of 97.75 feet to a point on a line.

Thence, S 83° 17' 53" W for a distance of 20.75 feet to a point on a line.

Thence, N 06° 42' 07" W for a distance of 29.56 feet to a point on a line.

Thence, N 83° 37' 37" W for a distance of 104.80 feet to a point on a line.

Thence, S 85° 54' 20" W for a distance of 142.97 feet to a point on a line.

Thence along a curve to the right, having a chord bearing of N 89° 48' 06" W for a chord distance of 73.88 feet, and a radius of 404.07 feet to the point and place of beginning.

Containing 16,998 square feet or 0.390 acres more or less. Subject to all easements and rights of record.

Witness its hand and seal this ____ day of _____, 2023.

PHC-LOS ALAMOS, INC.

BY: _____

NAME: _____

ITS: _____

ATTEST

BY: _____

NAME _____

TITLE _____

By: _____

STATE OF NEW MEXICO)

) ss.

COUNTY OF LOS ALAMOS)

The foregoing Quit Claim Deed was acknowledged before me on this ____ day of _____, 2023 by _____, as _____ of PHC- Los Alamos, Inc..

My commission expires: _____

Notary Public



FIRST AMENDMENT TO CONVEYANCE AND DEVELOPMENT AGREEMENT

This First Amendment to Conveyance and Development Agreement (the “Amendment”) is made and entered into this the ____ day of October 2025, by and between **PHC–Los Alamos, Inc.**, a New Mexico corporation d/b/a Los Alamos Medical Center (the “Hospital”) and the **Incorporated County of Los Alamos**, a political subdivision of the State of New Mexico (the “County”).

WITNESSETH

WHEREAS, Hospital and the County entered into that certain Conveyance and Development Agreement dated October 4, 2023, recorded with the County Clerk of Los Alamos County as Instrument LACF23-0537 (the “Agreement”), by which the parties agreed to a conveyance by the Hospital to the County of a parcel of land abutting Trinity Drive, to be conveyed as a part of the settlement of a threatened condemnation action by the County in conjunction with the widening of the roadway and re-configuring the entrance of the Hospital; and

WHEREAS, due to the passage of time, the cost for the project has increased, necessitating a need to modify the Agreement to reflect the updated costs, along with other matters.

NOW, THEREFORE, and in consideration of the premises and covenants herein, the mutual benefit to be delivered by the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment of Construction Funds. The term “Construction Funds,” defined in the 5th Recital as Two Hundred Sixty-Four Thousand Four Hundred Fifty and No/100 Dollars (\$264,450.00) is hereby amended by the substitution of the amount of Three Hundred Forty Four Thousand Six Hundred Fifty and 00/100 Dollars (\$ 344,650.00 in lieu thereof.
2. Amendment to Address Access Funds. The Agreement is further amended to create a new Section 1.08, which shall provide as follows:
 - 1.8. Excess Funds. In the event that there remains funds from the Construction Funds after the completion of all improvements under the Agreement, all such excess funds shall be the property of the Hospital and shall be immediately paid to the Hospital after it is confirmed all contractors and vendors involved in the construction have been paid in full.
3. Modifications. Except as herein modified, all other provisions, terms, and conditions of the Agreement are hereby restated, reinstated, extended, and shall continue to apply and are in full force and effect. In the event of any inconsistencies between the Agreement and this

Amendment, the terms of this Amendment shall, in all instances, control and prevail. Capitalized terms used herein have the same meaning as set forth in the Agreement.

4. Survival. The provisions of this Amendment shall (a) survive the termination or expiration of the Agreement (b) be binding upon either parties' permitted and approved successors and assigns, and (c) inure to the benefit of either parties' successors and assigns. The Hospital and the County covenant and represent to each other that the individuals executing, attesting, and/or delivering this Amendment on behalf of each party are authorized to do so.
5. Counterparts. This Amendment may be signed in any number of counterparts, and each counterpart shall represent a fully executed original. Either party may execute this Amendment via DocuSign, Adobe Sign, or other third-party application which collects and store signatures and affixes signatures to documents electronically. Delivery of an executed counterpart to this Amendment in electronic format (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart. The parties agree that an electronic reproduction of this Amendment shall be admissible in evidence as the original itself in any judicial proceeding (whether the original is in existence and whether such reproduction was made in the regular course of business). The parties further agree that electronically signed counterparts of this Amendment comply with the Federal Electronic Signature in Global and National Commerce Act and the Uniform Electronic Transactions Act.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Conveyance and Development Agreement as of the first date written above.

ATTEST



MICHAEL D. REDONDO
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

By Anne W. Laurent
ANNE W. LAURENT
COUNTY MANAGER

Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

ATTEST

DocuSigned by:

Jennifer Hanawalt

By: _____
Name: Jennifer Hanawalt

Approved as to form:



J. Steven Kirkham
Attorney for PHC-Los Alamos, Inc.

PHC- Los Alamos, Inc.

DocuSigned by: _____
By: _____
Name: Jen Alderfer
Title: Western Division President