

FIRST AMENDMENT TO LICENSE

THIS FIRST AMENDMENT TO LICENSE (“First Amendment”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between the COUNTY OF SONOMA, a political subdivision of the Licensee of California (“County”), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its UC Cooperative Extension and Master Gardener Program for Sonoma County, a California 501(c)3 non-profit corporation (“Licensee”). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

WITNESSETH:

WHEREAS, County and Licensee are the current parties to that certain License dated February 28, 2023 (“License”), for Licensee’s use of an approximately 36,000 square foot section of a County owned parcel (APN 051-020-060) located at 7425 Rancho, Los Guilicos Road, Santa Rosa, CA (“Premises”). The Premises is more particularly described in the License, and

WHEREAS, the parties hereto desire to amend said License to expand the area of the Premises to approximately 201,380 square feet, extend the License term for up to twelve years, and allow Licensee to expanding its parking and vehicle access while protecting underground lines; and,

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. License is modified to expand the area of the Premises to approximately 201,380 square feet of land, said land identified and depicted in the attached **EXHIBIT A-1 “PREMISES”**.

2. **Section 4** of the License shall be deleted and replaced with the following:

4. **Term.** The term of this Agreement ("Initial Term") shall be seven (7) years, commencing on March 1, 2023, and expiring at midnight on February 28, 2030, unless earlier terminated in accordance with Section 21 below.

At the end of the Initial Term, this Agreement shall automatically renew itself (the "Renewal Term") for a period not to exceed five (5) years total, on all the provisions contained in this Agreement unless either party notifies the other in writing one hundred eighty (180) days in advance of the end of the Initial Term or of any extension thereof of that party's decision to terminate this Agreement. The Initial Term together with the Renewal Term shall constitute the term ("Term") of this Agreement.

3. **Section 6** of the License shall be modified to append the following text to the end of the existing section:

6.a **Additional Parking.** In the areas of Premises approximately identified and depicted as **Exhibit A-2 Additional Parking Area**, consisting of approximately 12,000 square feet, Licensee shall be allowed to create a small, predominately grassed parking area. The Additional Parking Area shall be prepared and utilized as follows:

1. The Licensee shall delineate the perimeter of the parking areas and shall install, at its own expense, regularly spaced carsonite markers or other equivalent markers such that vehicles will not park outside of the parking area;
2. Prior to utilizing the Additional Parking Area, Licensee shall determine at its own expense whether any underground utility lines cross or are located within the Additional Parking Area and map the location of any such utility lines.
3. If utility lines are present, Licensee shall place at least twelve (12) inches of road base, or six (6) inches of road base topped with four (4) inches of asphalt, into the ground surface above the utility lines in an area no more than three feet wide (measured perpendicularly from the center line of the utility line) and along the length of the utility line or lines where they cross the Additional Parking Area. Licensee shall obtain concurrence from County of its plans and schedule to protect any utility lines, as described above, prior to installation.
4. If Licensee intends to use the gate adjacent to the solar panels for access to its Premises, Licensee must first upgrade the gate for public access at Licensee's expense. Licensee's improvements shall not prevent County or solar panel servicer access through the gate. Licensee shall obtain concurrence from County of the gate type and configuration prior to installation.

Except to the extent the License is expressly amended, modified, or supplemented hereby, all other provisions of the License, together with any Riders, Exhibits, and Amendments thereto is, and shall continue to be, in full force and effect as originally executed and/or previously amended, and nothing contained herein this First Amendment shall be construed to modify, invalidate, or otherwise affect any other provisions of the License or any right of County or Licensee arising thereunder.

[County and Licensee Signatures on Following Page]

IN WITNESS WHEREOF, County and Licensee have signed and sealed this Amendment as of the day and year first (1st) above written.

“LICENSEE”: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California 501(c)3 non-profit corporation

By: _____
Robin Sanchez, Director
Policies, Compliance, and
Programmatic Agreements
UC Agriculture and Natural Resources

“COUNTY”: COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Johannes J. Hovertsz, Director
Sonoma County Public Infrastructure

The Sonoma County Public Infrastructure Director is authorized to execute this Amendment, pursuant to the Board of Supervisors’ Action dated _____, 2024.

APPROVED AS TO FORM
FOR COUNTY:

Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

EXHIBIT A-1

Premises

(All area within white border)



EXHIBIT A-2

Additional Parking Area

(All area within white border)

