

**FOURTH AMENDMENT TO REVOCABLE LICENSE AGREEMENT
FOR USE OF COUNTY PROPERTY**

This Fourth Amendment (“Fourth Amendment”), dated as of _____ (“Effective Date”) is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (“County”), and the **SONOMA COUNTY WILDLIFE RESCUE**, a California non-profit public benefit corporation (“Center”). County and Center are sometimes collectively referred to herein as the “parties” and singularly as “party”. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the License (as defined below).

R E C I T A L S

WHEREAS, County and Center entered into that certain Revocable License Agreement dated May 1, 2006 (“Original License”) for approximately 3.14 acres of real property located at 403 Mecham Road, being more particularly described as a portion of Sonoma County Assessor’s Parcel No. 024-080-020, in the unincorporated area of the County of Sonoma, California, in order for the Center to operate a wildlife rescue center (“Premises”); and

WHEREAS, County and Center entered into that certain First Amendment to Revocable License Agreement, dated May 1, 2007 (“First Amendment”), that certain Second Amendment to Revocable License Agreement, dated May 1, 2006 (“Second Amendment”), and that certain Third Amendment to Revocable License Agreement, dated April 26, 2016 (“Third Amendment”) (collectively, the “Amendments”); and

WHEREAS, the Original License, as modified by the Amendments is hereafter referred to as the “License”; and

WHEREAS, County and Center desire to further amend the License in order to: (i) extend the term; (ii) provide an option to extend the term of the License for five (5) years; and (iii) make other revisions as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Effective as of the Effective Date of this Fourth Amendment, the License is hereby amended as follows:

A. Section 4.1 of the License is hereby deleted in its entirety and replaced with the following:

shall, or shall be construed to modify, invalidate or otherwise affect any provision of the License or any right of County arising thereunder.

3. This Fourth Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Fourth Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CENTER HAVE CAREFULLY READ AND REVIEWED THIS FOURTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FOURTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date.

“CENTER”: **SONOMA COUNTY WILDLIFE RESCUE**, a California non-profit public benefit corporation

By: _____
Print Name: _____
Title: _____

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

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

The SPI Director is authorized to sign this Fourth Amendment pursuant to Board of Supervisors' Action dated _____.

APPROVED AS TO FORM
FOR COUNTY:

Deputy County Counsel

RECOMMENDED FOR APPROVAL:

Glenn Morelli, Integrated Waste
Operations Division Manager

C. Warren Sattler, Real Estate Manager

CERTIFICATE OF INSURANCE ON FILE
WITH DEPARTMENT:

Reviewed by: _____