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).

RECITALS

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:

AGREEMENT

- 1. Effective as of the Effective Date of this Fourth Amendment, the License is hereby amended as follows:
- A. <u>Section 4.1</u> of the License is hereby deleted in its entirety and replaced with the following:

"4.1. <u>Term</u>. The initial term of this License ("Initial Term") shall commence on May 1, 2006, and expire at midnight on April 30, 2031, unless earlier terminated in accordance with Section 26 below.

At the end of the Initial Term, Licensee is given one (1) option to extend the term, for five (5) years (the "Extended Term"), under the same terms, conditions, and provisions contained in this License, by giving notice of exercise of the option ("Option Notice") to County at least ninety (90) days before the expiration of the Initial Term. The Initial Term together with the Extended Term shall constitute the term ("Term") of this License."

- B. <u>Section 31</u> of the License is hereby deleted in its entirety and replaced with the following:
- "31. <u>Notice</u>. Any notice required or permitted to be given under this License shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY: COUNTY OF SONOMA

Sonoma County Public Infrastructure

Attn: Real Estate Manager

400 Aviation Boulevard, Suite 100

Santa Rosa, CA 95403

Email: SPI-RealEstate@sonomacounty.gov

With a copy to: COUNTY OF SONOMA

Sonoma County Public Infrastructure

Attn: Manager, Integrated Waste Division

400 Aviation Boulevard, Suite 100

Santa Rosa, CA 95403

If to LICENSEE: SONOMA COUNTY WILDLIFE RESCUE

Attn: Executive Director

P.O. Box 448 Cotati, CA 94931

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this <u>Section 31</u>."

2. Except to the extent the License is expressly amended or supplemented hereby, the License, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein

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
"COUNTY":	By: Print Name: Title:
	COUNTY OF SONOMA, a political subdivision of the State of California
	Ву:
	Johannes J. Hoevertsz, Director Sonoma County Public Infrastructure
The SPI Director is authorized to sign to Supervisors' Action dated	this Fourth Amendment pursuant to Board of
APPROVED AS TO FORM FOR COUNTY:	
Deputy County Counsel	

RECOMMENDED FOR APPROVAL:	
Glenn Morelli, Integrated Waste Operations Division Manager	
C. Warren Sattler, Real Estate Manage	
CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:	
Reviewed by:	