

**FIRST AMENDMENT TO AGREEMENT FOR
REAL ESTATE BROKERAGE SERVICES**

This First Amendment to Agreement for Real Estate Brokerage Services ("First Amendment"), dated January __, 2021 for reference purposes ("Effective Date") is made by and between the **County of Sonoma**, a political subdivision of the State of California (hereinafter "County") and **CBRE, Inc.** and **North Bay Property Advisors** (hereinafter collectively "Broker"). County and Broker are sometimes collectively referred to herein as the "Parties" and singularly, as "Party".

RECITALS

WHEREAS, County and Broker entered into that certain Agreement for Real Estate Brokerage Services dated July 14, 2020 (the "Agreement"), to provide real estate brokerage, consultant services and related services, including the marketing and sale of the County Chanate campus at 71.6 acres of improved real property generally located along Chanate Road in Santa Rosa, California which is comprised of land, buildings, infrastructure and other improvements located on or around 3313, 3322, 3323, 3325, 3333 and 3410 Chanate Road, Santa Rosa, California (APN No's: 180-090-001; 180-090-002; 173-130-038; 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-090-008; 180-090-009; 180-090-010; 180-100-001; 180-100-029 (collectively the "Property"); and

WHEREAS, County has determined that additional brokerage services are required for to assist the County with continued marketing and sales efforts for the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this First Amendment.
2. Article 1.1 "Broker's Specified Services" is amended to add the following as new assigned duties:

"t. at County's written direction, procuring additional reports, investigations, maps and information from qualified professionals for County purposes related to the sale of the Property, including an updated appraisal and similar feasibility studies to assist County in understanding development constraints and the value of the Property. In the event County instructs Broker to obtain an updated appraisal, County shall either directly pay the appraiser for the actual cost thereof or reimburse Broker for its actual costs incurred and paid for said appraisal, not to exceed Twenty Thousand Dollars (\$20,000.) Any such reports and investigations procured will be on terms and conditions approved

by County, including with required deliverables and maximum costs approved by County in advance. All such reports and studies shall be in compliance with the County issued accessibility standards. All consultants so hired shall certify that all Electronic and Information Technology (“EIT”) products, services, or other deliverables (collectively “EIT Deliverables”) prepared under this Agreement or furnished hereunder that will be made available to members of the general public in connection with County’s ordinary course of business, comply with the following accessibility standards:

- i. Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)). These standards are viewable at <https://www.section508.gov/manage/laws-and-policies>; and
 - ii. County’s Web Site Accessibility Policy available online at <http://webstandards.sonoma-county.org>.
3. Article 2 “Compensation; Broker’s Risk” of the Agreement shall be amended to provide the following:

“Broker acknowledges and agrees that all efforts it undertakes under this Agreement are at Broker’s sole risk and expense. In no event is County obligating itself to sell the Property pursuant to this Agreement. Acceptance of any offer from a buyer is ultimately subject to approval of the Board of Supervisors in its sole discretion. In the event the Property is not sold to a buyer and escrow does not close, County shall have no obligation to compensate Broker. This Agreement shall serve as the commission agreement as between the Parties. County shall pay as full compensation to Broker hereunder, provided County as seller accepts an offer to sell the Property with a close of escrow anticipated to be as early as October 31, 2021 but no later than **December 31, 2021**: (i) a total of six percent (6%) of the final sales price after all credits and adjustments, in the event the buyer of the Property is represented by a broker in which case said 6% commission shall be split 50/50 between Broker and buyer’s broker; and (ii) a total of six percent (6%) of the final sales price after all credits and adjustments to Broker in the event the buyer is not represented by a broker or there is dual agency of County and buyer within Broker, which amount(s) set forth in (i) or (ii) above shall be payable only upon close of escrow, recordation of a deed of conveyance from County to buyer, and payment of the purchase price to County. For purposes of clarity, it is understood and agreed that the amounts payable under (i) or (ii) above, are the full amounts payable to Broker despite the fact that the term Broker as defined herein include two (2) separate brokerages.”
4. Article 3 “Term of Agreement” of the Agreement shall be amended to provide that the term of the Agreement shall be extended to January 14, 2022 (the “Extended Term”), unless terminated earlier in accordance with the provisions of Article 4 of the Agreement.
5. Article 13.9 “Time of Essence” of the Agreement shall be amended to provide that:

“Time is and shall be of the essence of this Agreement and every provision hereof. Broker understand and agrees that County is seeking a close of escrow on the sale of the Property as soon as October 31, 2021, but no later than December 31, 2021.”

6. Except to the extent the Agreement is specifically amended or supplemented by this First Amendment, the Agreement, together with exhibits, is and shall continue in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provisions of the Agreement or any right of County arising thereunder.

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

[SIGNATURES ON NEXT PAGE]

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

BROKER: CBRE, Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

North Bay Property Advisors,
Dba of Commercial Investment Real Estate,
Inc., a California corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____
Director of General Services

Name: Caroline Judy

Date: _____