

NAPA COUNTY AGREEMENT NO. 210198B

ASSIGNMENT AND AMENDMENT NO. 2

**AMENDED AND RESTATED
SPACE LICENSE AGREEMENT FOR USE OF FAIRGROUND FACILITIES**

THIS AMENDMENT NO. 2 ("Amendment No. 2") TO THE AMENDED AND RESTATED SPACE LICENSE AGREEMENT is made and entered into as of this 14th day of December, 2021, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "Licensor" or "County", and SILVER ROSE PROPERTY OWNER, a Limited Partnership, doing business as FOUR SEASONS RESORT AND RESIDENCES NAPA VALLEY, whose mailing address is 1334-B Lincoln Avenue, Calistoga, CA 94515, (hereinafter "Licensee").

RECITALS

WHEREAS, Licensor and Licensee entered into Space License Agreements No. 210198B on December 8, 2020 for short term use of the Golf Course Parking Lot at the Calistoga Fairgrounds at 2025 Grant Street, Calistoga, California (the "Property") to allow employee parking during construction of the Four Seasons Resort and Residences located at 400 Silverado Trail, Calistoga and Amendment No. 1 for temporary use of the RV Parking Lot as additional employee parking between June 7, 2021 and June 30, 2021 during construction of road improvements; and

WHEREAS, Space License Agreement No. 210198B terminates on December 31, 2021; and

WHEREAS, Silver Rose Property Owner has sold the Four Seasons Resort and Residences Napa Valley (Four Seasons Resort) and wishes to assign the Agreement to Calistoga Vines Lessee, Inc. dba Four Seasons Resort and Residences Napa Valley and extend the Agreement while a longer term lease for space at the Property for employee parking in support of operations is negotiated between Licensor and Calistoga Vines Lessee, Inc.; and

WHEREAS, pursuant to Paragraph 7 of the Agreement, Licensor consents to requested assignment of the Agreement to Calistoga Vines Lessee, Inc.; and

WHEREAS, Licensor and Licensee now desire to amend the Space License Agreement to extend the term of the agreement, increase compensation, and make other modifications to the agreement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby recognized, Licensor and Licensee agree to amend the Space License Agreement as follows:

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TERMS

1. Silver Rose Property Owner, LLC agrees to assign all rights and obligations under this Agreement, and any amendments thereto, to Calistoga Vines Lessee, Inc., which agrees to accept the assignment. Hereafter, all reference to "Licensee" in the Agreement and all amendments thereto, shall refer to Calistoga Vines Lessee, Inc, and all rights and obligations previously attributable to Silver Rose Property Owner shall be the rights and obligations of Calistoga Vines Lessee, Inc.

2. Paragraph 1 of the Agreement is amended to read in full as follows:

1. **DESCRIPTION OF PREMISES:**

(a) Licensors hereby allows Licensee to use, on a temporary basis and not as a lease, for the term of this License Agreement, and subject to the conditions of this License Agreement, the Golf Course Parking Lot as additional employee parking during Four Seasons Resort and Residences construction, located on Fairgrounds Property and depicted schematically on Exhibit A attached hereto and incorporated herein.

(b) Between June 7, 2021 and June 30, 2021, Licensors hereby allows Licensee to use, on a temporary basis and not as a lease and subject to the conditions of this License Agreement, the RV Parking Lot as additional employee parking, as depicted schematically on Exhibit A-1 attached hereto and incorporated herein. During this period, Golf Course Parking Lot and RV Parking Lot are individually and jointly referred to herein as "Premises."

(c) Effective January 1, 2022, Licensors allows Licensee to use, on a temporary basis and not as a lease, for the term of this License Agreement, and subject to the conditions of this License Agreement, the Golf Course Parking Lot (Exhibit A) as additional employee parking to support operation of the Four Seasons Resort and Residences Napa Valley.

3. Paragraph 2 of the License Agreement is amended to read in full as follows:

2. **TERM:** The term of this Agreement shall commence on January 1, 2020 and expire on December 31, 2021 with an automatic month-to-month extension until such time Agreement is cancelled or terminated in accordance with Paragraphs 14 or 15 of the Agreement, but in no event longer than one (1) year. Licensee has no right to retain possession of the Premises or any part thereof beyond the expiration term of this Agreement. Nothing contained herein shall be construed as consent by Licensors to any holder over by Licensee. Licensee's obligation to defend and indemnify Licensors shall survive the expiration or termination of this Agreement, and continue so long as a viable claim exists.

4. Paragraph 4 of the License Agreement is amended to read in full as follows:

4. **LICENSE FEE:**

(a) The Licensee hereby agrees to pay the COUNTY for the use of Golf

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Course Parking Lot between January 1, 2020 and December 31, 2020 as follows:

- \$45.00 per site per month Facility Rental Fee. Monthly billing shall be based on the average number of vehicles parked in Licensee's area each month during a one week period, Sunday through Saturday;
 - \$0.00 Equipment Fee (changes to equipment listed above shall be deducted from deposit and/or billed following event);
 - \$500 Refundable Cleaning and Damage Deposit fees;
- (b) The Licensee hereby agrees to pay the COUNTY for use of the Golf Course Parking Lot between January 1, 2021 and December 31, 2021 as follows:
- \$1,500.00 per month
 - \$500 Refundable Cleaning and Damage Deposit fees (on file)
- (c) The Licensee hereby agrees to pay \$1,150 to the COUNTY for use of the RV Parking Lot between June 7 and June 30, 2021.
- (d) Effective January 1, 2022 through termination of the Agreement, the Licensee hereby agrees to pay \$3,000 per month to the COUNTY for use of the Golf Course parking Lot for employee parking.
- (d) Licensee hereby agrees to and shall pay Licensor, due on the first day of each month, the rental fee amounts above. Payments shall be made to: Napa County and submitted to: Department of Public Works (Attn: Real Estate), 1195 Third Street, Suite 101, Napa, California 94559.

5. Paragraph 11 of the License Agreement is amended to read in full as follows:

11. **NOTICES:** Except as otherwise expressly provided herein, all communications between the parties required under this Agreement shall be deemed given when made in writing and delivered or deposited in the mail to such party at the addresses as follows:

LICENSOR: Napa County Department of Public Works
Attn. Real Estate
1195 Third Street, Room 101
Napa, CA 94559

LICENSEE: Calistoga Vines Lessee, Inc. dba Four Seasons
Resort and Residences Napa Valley
Attn. Mehdi Eftekari, General Manager
400 Silverado Trail
Calistoga, CA 94515

6. Paragraph 23 is hereby added to the Agreement to read in full as follows:

23. **POSSESSORY INTERESTS.** This Agreement may create a possessory interest in real property or improvements subject to property taxation. Licensee is hereby notified it is solely responsible for any taxes on possessory interests created by this Agreement,

pursuant to California Revenue and Taxation Code section 107.6.

7. This Assignment and Amendment No. 2 is effective on the first day written above.
8. This Assignment and Amendment No. 2 represents all the changes to the Agreement agreed to by Licensor and Licensee. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Assignment and Amendment No. 2 shall remain in full force and effect.
9. This Assignment and Amendment No. 2 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed as original for purposes of this Assignment and Amendment No. 2 and shall have the same force and effect as a manually executed original.
10. This Assignment and Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the day and year first above written.

SILVER ROSE PROPERTY OWNER, LP

By: [Signature]
DAVID PARKER, Authorized Signatory

By: [Signature]
DAVID OLIVER, Authorized Signatory

"Assignor"

CALISTOGA VINES LESSEE, INC.

By: [Signature]
ROB RODGERS, Director of Finance, Authorized Signatory

By: [Signature]
MEHDI EFTEKARI, General Manager, Authorized Signatory

"Assignee and Licensee"

COUNTY OF NAPA, a political subdivision of the State of California

By: _____
ALFREDO PEDROZA, Chair, Napa County Board of Supervisors

"Licensor"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Jason M. Dooley</u> Deputy County Counsel	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____
Date: <u>December 1, 2021</u>		