

NAPA COUNTY AGREEMENT NO. 210198B

AMENDMENT NO. 4

to

AMENDED AND RESTATED

SPACE LICENSE AGREEMENT FOR USE OF FAIRGROUND FACILITIES

THIS AMENDMENT NO. 4 (“Amendment No. 4”) TO THE AMENDED AND RESTATED SPACE LICENSE AGREEMENT (“Agreement”) is made and entered into as of this _____ of _____, 2023, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as “Licensor” or “County”, and CALISTOGA VINES LESSEE, INC., a California Corporation, doing business as FOUR SEASONS RESORT AND RESIDENCES NAPA VALLEY, whose mailing address is 400 Silverado Trail, Calistoga, CA 94515, (hereinafter “Licensee”).

RECITALS

WHEREAS, Licensor and Silver Rose Property Owner, a Limited Partnership, doing business as Four Seasons Resort and Residences Napa Valley, entered into Space License Agreement No. 210198B on December 8, 2020, for short term use of the Golf Course Parking Lot at the Calistoga Fairgrounds (the “Property”) to allow employee parking during construction of the Four Seasons Resort and Residences located at 400 Silverado Trail; and

WHEREAS, Licensor and Silver Rose Property Owner entered into Amendment No. 1 to the Agreement on June 8, 2021, 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, Licensor, Silver Rose Property Owner, and Licensee entered into Amendment No. 2 to the Agreement on December 14, 2021, to acknowledge the transfer of the Four Seasons Resort and Residences Napa Valley to Calistoga Vines Lessee, Inc., approve assignment of this Agreement to Licensee, extend the term of the Agreement through December 31, 2022, allow employee parking after construction of the resort, and increase the monthly compensation; and

WHEREAS, Licensor and Licensee entered into Amendment No. 3 on December 13, 2022, to extend the term of the Agreement through June 30, 2023, with the consent of the City of Calistoga which was pursuing the purchase of the Property at the time; and

WHEREAS, the City of Calistoga is no longer pursuing the purchase of the Property;
and

WHEREAS, Licensee desires to extend the term of this Agreement to continue to use the Property for employee parking, and Licensor is willing to extend the term for one year;

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

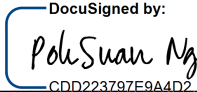
TERMS


1. Paragraph 2 of the License Agreement is amended to read in full as follows:
 2. **TERM:** The term of this Agreement shall commence on December 8, 2020, and expire on June 30, 2024. 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 Licenser to any holder over by Licensee. Licensee's obligation to defend and indemnify Licenser shall survive the expiration or termination of this Agreement and continue so long as a viable claim exists.
2. This Amendment No. 4 represents all the changes to the Agreement agreed to by Licenser 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, as previously amended, that are not addressed in this Amendment No. 4 shall remain in full force and effect.
3. This Amendment No. 4 may be executed be 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 Amendment No. 4 and shall have the same force and effect as a manually executed original.
4. This Amendment No. 4 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 blank]

IN WITNESS WHEREOF, this Amendment No. 4 is executed by Napa County, acting by and through the Chair of the Board of Supervisor, and by Calistoga Vines Lessee, Inc., through its duly authorized officers.

CALISTOGA VINES LESSEE, INC.

By: 
POH SUAN NG, Director of Finance, Authorized Signatory

By: 
ROBERT DELANEY, General Manager, Authorized Signatory

NAPA COUNTY, a political subdivision of the State of California

By: _____
BELIA RAMOS, Chair
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>April 26, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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