

AMENDMENT TO LICENSE AGREEMENT
BELLA TERRA

THIS AMENDMENT TO LICENSE AGREEMENT (this "Amendment"), dated for reference purposes as of _____, 2022, ("Operative Date"), is made and entered by and between Bella Terra Associates, LLC, a Delaware limited liability company (hereafter "Licensor") and the City of Huntington Beach (hereafter "Licensee"), with reference to the following recitals, which the parties agree to be true and correct:

RECITALS

A. Licensee and Licensor entered into that certain *License Agreement*, dated March 20, 2006, ("Agreement") for the Licensed Area more particularly described under the Agreement; and

B. Licensee and Licensor now desire to amend the Agreement to amend the Licensed Area and otherwise modify the Agreement as provided below.

NOW, THEREFORE, in consideration of the agreements contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

AGREEMENT

1. Recitals; Unmodified Terms; Capitalized Terms. Licensor and Licensee agree that the above Recitals are true and correct and are incorporated herein by this reference. The terms and provision of the Agreement which are not expressly modified by this Amendment shall remain in full force and effect. The use of any capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement. In the event of any conflict between the terms and conditions set forth in this Amendment and in the Agreement, the terms and conditions of this Amendment shall control.

2. Licensed Area. The Licensed Area shall be reduced and amended, the new Licensed Area is approximately 286 square feet and is depicted in Exhibit A attached hereto and incorporated herein by this reference. No shared conference room use shall continue under the terms of the Agreement, the conference room shall be utilized solely by Licensor. Additionally, only one (1) parking space shall be designated for Licensee, not two (2).

3. Term. The Term of the Agreement expired on March 19, 2016. Licensor and Licensee have extended the Term to March 19, 2026. Licensor retains all of their original rights to terminate as provided under the Agreement.

5. Binding Effect and Severability. This Amendment shall not be effective as an amendment or modification to the Agreement unless and until it has been executed by both Licensor and Licensee. By executing and delivering this Amendment, the person or persons signing on behalf of Licensor and Licensee represent and warrant that they have the requisite authority to bind Licensor and Licensee, respectively, and that no consent of any other party is required. The agreements, representations, and warranties set forth in this Amendment shall survive the execution hereof. If any term or provision of this Amendment shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof, and this Amendment shall be construed as if such invalid or unenforceable term or provision had not been contained herein, provided, however, that the foregoing shall in no way be interpreted or construed to effect the enforceability of the release provisions of this Amendment.

6. Governing Law. This Amendment constitutes the complete understanding of the parties with respect to the subject matter of this Amendment and cannot be changed except by instrument in writing signed by the parties. This Amendment shall be governed by the laws of the State of California applicable to contracts entered into, executed, and wholly performed within the State of California, and venue shall be in the county where the Premises are located.

7. Accessibility Disclosure. Licensor hereby advises Licensee that the Project and the Premises have not undergone an inspection by a certified access specialist, and Licensor shall have no liability or responsibility to make any repairs or modifications to the License Area or the Shopping Center in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

“A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Licensor may not prohibit the Licensee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.” [*Cal. Civ. Code Section 1938(e)*].

8. Counterparts. To facilitate execution of this Amendment, this Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Amendment delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Amendment shall collectively constitute a single instrument; but, in making proof of this Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each party hereto. It shall not be necessary for the signature of, or on behalf of, each party hereto, or that the signature of all persons required to bind any such party appear on each counterpart of this Amendment.

THE TERMS AND PROVISION OF THE AGREEMENT WHICH ARE NOT EXPRESSLY MODIFIED BY THIS AMENDMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

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

LICENSOR

BELLA TERRA ASSOCIATES, LLC,
a Delaware limited liability company

By: 
Name: _____
Its: Managing Member

LICENSEE

City of Huntington Beach, a municipal
corporation
of the State of California

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney *WU*

INITIATED AND APPROVED:



Director of Community Development

REVIEWED AND APPROVED:

City Manager

EXHIBIT A
New License Area

