

Facility No: 27-D1
Facility Name: King City Courthouse
Facility Address: 250 Franciscan Way, King City, California



**Judicial Council of California
Facilities Services
455 Golden Gate Avenue, San Francisco, CA 94102-3688**

**FIRST AMENDMENT TO REVOCABLE, EXCLUSIVE LICENSE FOR THE USE
OF REAL PROPERTY**

This First Amendment to Revocable, Exclusive License for the Use of Real Property (“**First Amendment**”) is made as of the _____ day of _____, 2022 (“**Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and County of Monterey, a political subdivision of the state of California (“**Licensee**”). Judicial Council and Licensee are hereinafter collectively referred to in this Agreement as “**Parties.**”

RECITALS

A. The Judicial Council and Licensee previously entered into that certain Revocable, Exclusive License for the Use of Real Property dated January 28, 2020 (“**License**”), pursuant to which Licensee was granted the exclusive use of the jury deliberation room and adjacent restroom consisting of approximately 320 square feet.

B. The term of the License continues until terminated by either Party.

C. The Judicial Council and Licensee now desire to amend the License to add 699 square feet of court exclusive-use area and 349 square feet of common area space for the Licensee’s exclusive use, to add rent for the new space, and to make other changes deemed necessary and helpful by the Parties, as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals; Defined Terms. The foregoing provisions of the Recitals are true and correct and are incorporated into this First Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the License.

2. Expansion of Space. Section 3 of said License (“**Original Premises**”) is amended to add 699 square feet of court exclusive-use area and 349 square feet of common area (the “**Expanded Premises**”) as marked on the attached **Exhibit “A”** for a new total of approximately 1,019 square feet of court exclusive-use area consisting of a hearing room, jury deliberation room, and one adjacent restroom and 349 square feet of common area consisting of a breakroom and a small restroom hired under this License (collectively, the Original Premises and Expanded Premises now collectively referred to as the “**Premises**”). By this reference, **Exhibit “A”** is hereby incorporated into said License.

3. Term. The term for the Expanded Premises shall commence upon January 3, 2023.

4. Consideration.

a. Consideration for First Amendment Expansion Space. In addition to the consideration already paid under section 7 of said License (“**Original Consideration**”), the Licensee shall pay an additional license fee for use of the Expanded Premises. The Licensee shall pay to the Judicial Council a monthly license fee in the amount of Four Hundred Forty Dollars and 37/100 Cents (\$440.37) for the court exclusive-use area and One Hundred Forty-Six Dollars and 76/100 Cents (\$146.76) for the common area (“**Expansion Space Consideration**”). The Original Consideration and Expansion Space Consideration license fee totals Seven Hundred Eighty-Eight Dollars and 81/100 Cents (\$788.81). The annual escalation of three percent (3%) that occurs on March 1st of each year under section 7 of said License is amended as follows: Commencing on July 1, 2023, and on the first day of July thereafter during Licensee’s occupancy of the Premises, the License Fee shall be increased by an amount equal to 3% of the then-current License Fee. All other terms and conditions of the section 7 of said License shall remain in full force and effect.

5. Notices. Section 8.p of the License is hereby deleted in its entirety and replaced with the following:

p. *Notices.* Any notices required or permitted to be given under the terms of this License must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by

reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the Judicial Council: Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-8056
Email: JCCRealEstate@jud.ca.gov

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

In addition, all notices by the Licensee relating to termination of this License or an alleged breach or default by the Judicial Council of this License must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

If to the Licensee: County of Monterey
Public Works, Facilities and Parks
Attention: Real Property Specialist
1441 Schilling Place, South Building, 2nd Floor
Salinas, CA 93901-4527
Voice: 831-755-4859
E-mail: salcidog@co.monterey.ca.us

6. No Other Modifications. Except as expressly modified by the terms of this First Amendment, all rights, duties, and obligations of the Judicial Council and Licensee will remain in full force and effect as provided for in the License.

7. Counterparts and Electronic Execution. This First Amendment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this First Amendment may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this First Amendment, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the dates below their respective signatures.

ACCEPTED AND AGREED TO:


LICENSEE:

**COUNTY OF MONTEREY, a political
subdivision of the State of California**

By: _____
Name: Debra R. Wilson, PhD
Title: Contract/Purchasing Officer
Date: _____

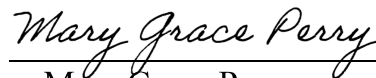
LICENSOR:

**JUDICIAL COUNCIL OF
CALIFORNIA**

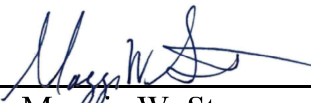
By:  _____
Name: Stephen Saddler
Title: Manager, Contracts
Date: November 16, 2022

APPROVED AS TO FORM:

COUNTY OF MONTEREY
Office of the County Counsel
Leslie J. Girard, County Counsel

By:  _____
Name: Mary Grace Perry
Title: Deputy County Counsel
Date: 12-16-2022

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

By:  _____
Name: Maggie W. Stern
Title: Attorney
Date: November 16, 2022

APPROVED AS TO FISCAL PROVISIONS:

COUNTY OF MONTEREY
Office of the Auditor-Controller

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

DEPICTION OF EXPANDED PREMISES

