

FACILITY USE AGREEMENT #123-O1710

AMENDMENT I

California Native Plant Society

This Amendment I to that Agreement for Services #123-O1710 made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the El Dorado Chapter of the California Native Plant Society, a California Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2707 K Street, Suite 1, Sacramento, California 95816 (Mailing: Post Office Box 1948, Placerville, California 95667 (hereinafter referred to as "USER").

RECITALS

WHEREAS, COUNTY is the owner of that certain real PROPERTY located in El Dorado County, California, commonly known as the foyer between Buildings A and B, 330 Fair Lane and 360 Fair Lane, respectively in Placerville, California as depicted on the map attached hereto and marked as Exhibit "A" and the outside entrance of Building C and the lawns on either side of the building commonly known as 2850 Fairlane Court, Placerville California as depicted on the map attached hereto and marked as Exhibit "B" (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the parties hereto have mutually agreed to revise EVENT location of said Agreement, hereby amending **Paragraph 1, Paragraph 2, and Paragraph 3.**

NOW THEREFORE, the parties do hereby agree that Facility Use Agreement #123-O1710 shall be amended a first time as follows:

Paragraphs 1 and 2 are replaced in their entirety:

1. The COUNTY hereby grants to the USER and the USER hereby agrees to accept from the COUNTY this authorization for use of those portions of the COUNTY's PROPERTY as described herein below for the purposes of conducting a California Native Plant Sale ("EVENT"). Use of the PROPERTY for the EVENT shall comply with all federal, state and local laws, including any zoning or health laws and regulations.
2. The PROPERTY shall be utilized by USER for the sole purpose of conducting one day plant sales. Each sale shall not exceed one day in duration. The dates, times, and location of each sale shall be coordinated in writing with the Contract Administrator. The term of this Facility Use Agreement shall be from October 1, 2016 through September 30, 2019.

3. Said use shall be limited to those portions of the PROPERTY described as the foyer between Buildings A & B, the outside entrance of Building C, and the lawns on either side of Building C as shown on Exhibit B. Use shall be confined solely to the “exterior” of the buildings. At no time shall the USER conduct any activities whatsoever in any of the interior areas of the building(s) located on the PROPERTY. Use of the PROPERTY shall in no way interfere with the use and occupancy by the COUNTY.

Contract Administrator Concurrence:

By: _____
Russell Fackrell
Facilities Manager
Chief Administrative Office

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Don Ashton, MPA
Chief Administrative Officer
"County"

-- USER --

El Dorado Chapter
California Native Plant Society
A California Non Profit Corporation

By: _____ Dated: _____
Alice L. Cantelow
President

By: _____ Dated: _____
Corporate Secretary

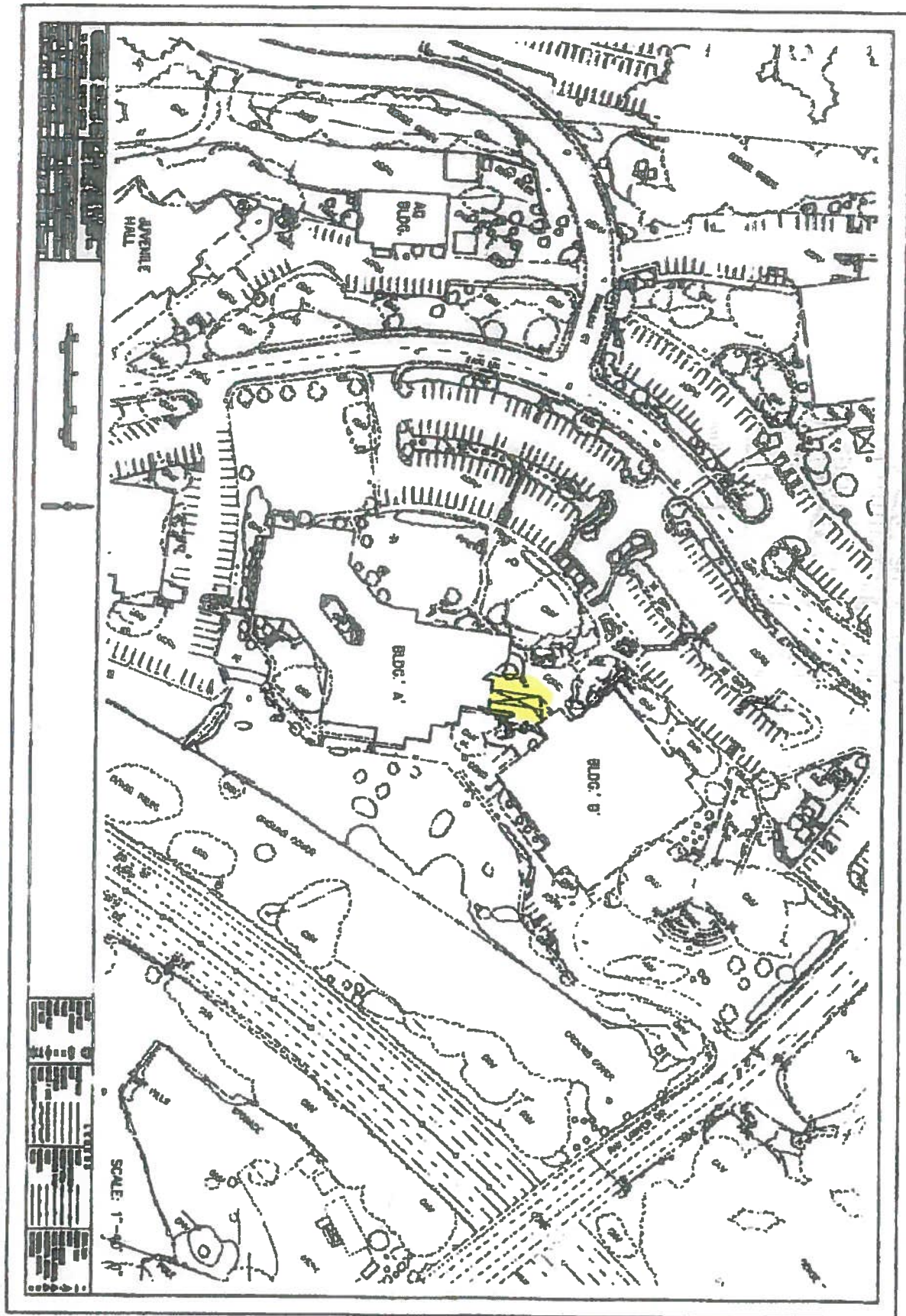


EXHIBIT 'A'

Exhibit "B"

