



James Productions, Inc.
Irvine Lake RV Storage

THIRD AMENDMENT TO LICENSE

THIS THIRD AMENDMENT TO LICENSE AGREEMENT (hereinafter referred to as “**Third Amendment**”) is made _____, ____ 2019, (“**Effective Date**”) by and between JAMES PRODUCTIONS, INC. (hereinafter referred to as “**Licensee**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**”) without regard to number and gender. The Licensee and County may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

I. Pursuant to a license dated April 1, 2016 and amended April 1, 2016 (“**First Amendment**”) and July 1, 2016 (“**Second Amendment**”) (collectively, the “**License**”), Licensee licenses from County approximately 13.4 acres of land adjacent to Irvine Lake (“**License Area**”).

II. The Parties agree to amend the License to set forth herein to update the License Fee and permitted uses for the License Area.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the License as of the Effective Date first written above as follows:

- A. “TIC LAND INVESTMENT LLC” shall be replaced by “County of Orange,” the first reference of which in the License shall read, “County of Orange, a political subdivision of the state of California.”
- B. “Affiliates” as used in the License shall mean the “County of Orange, its Board of Supervisors, directors, officers, employees, agents, representatives, heirs, successors and assigns.”
- C. Section I.4 is deleted in its entirety and replaced with the following:

“I.4. Use of License Area; Sublicenses. During the term of this Agreement, and any extension or renewal of it, Licensee shall use: (a) the RV Storage Area for (i) licensing of space within the RV Storage Area for storage of vehicles and boats and (ii) the sale of bait and tackle and fishing related materials (“Fishing Goods”) to facilitate and accommodate shoreline fishing by the general public coterminous with the Term of the service agreement attached hereto as Exhibit C for Licensee’s services to facilitate shoreline fishing at Irvine Lake, and; (b) the Access Area solely for access to and from the RV Storage Area by Licensee and its invitees and Sublicensees (as defined below). Each storage agreement between Licensee and each boat or vehicle owner (each, a “Sublicensee”) will be in the form of the storage agreement attached hereto as Exhibit B

(the "Storage Agreement") or in such other form as approved by Licensor. All Storage Agreements, shall not extend beyond the term of this Agreement. Licensee shall not have any right to use the License Area for any unauthorized activities, including but not limited to overnight camping or parking for special events.

Licensee agrees not to use the License Area for activities unrelated to storage of vehicles and boats and the sale of bait and tackle and fishing related materials unless such activities are authorized by County in writing in advance. Licensee further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be committed waste on the License Area, and to comply with all governmental laws and regulations in connection with its use of the License Area.

The license for access over the Access Area granted hereunder may be used by Licensee's invitees and Sublicensees and is limited solely to the Access Area. Licensee, its invitees and Sublicensees shall have no right to access the RV Storage Area on or across any other land owned by Licensor or any entity controlling, controlled by or under common control with Licensor (each an "Affiliate") without first obtaining an entry permit on Licensor's standard form for such use from Licensor or the applicable Affiliate owner."

D. Section I.6 is deleted in its entirety and replaced with the following:

"I.6. License Fee. For each month during the term of this Agreement, Licensee shall pay to Licensor (a) thirty-three and one-third percent (33 1/3%) of all "Gross Receipts", as defined in this section, related to sale of Fishing Goods and (b) a monthly license fee equal to thirty-three and one-third percent (33 1/3 %) of the monthly storage fees charged by Licensee to all Sublicensees who sublicense space for a vehicle or boat on the RV Storage Area. The payments owed to County under (a) and (b) shall collectively be referred to as the "License Fee".

Within twenty (20) days after the end of each calendar month during the term of this Agreement, Licensee shall deliver to Licensor (a) a certified statement listing the names of all Sublicensees who have entered Storage Agreements, the space number of their vehicle or boat and the amount of the storage fee payable under their respective Storage Agreement (the "Monthly Statement"), and (b) a License Fee payment to Licensor based on the percentage set forth above multiplied against the total storage fees payable by all Sublicensees under their Storage Agreements. Licensee shall make its monthly License Fee payments payable to "County of Orange" and send each License Fee payment to the address for "Payment" indicated in Section 7.1 below. Concurrently with each monthly payment of the License Fee, Licensee shall send the Monthly Statement, along with a copy of the License Fee check, to OC Parks (Attention: Real Estate Services) at the address for Licensor "Notices" in Section 7.1 below. Any amount payable by Licensee that is not paid when due shall bear interest at ten percent (10%) per annum from the due date until paid. In addition to such interest, if Licensee fails to make any monthly payment of License Fee within twenty (20) days after the end of the calendar month for which that License Fee payment is due, Licensee shall be assessed a late charge equal to three percent (3%) of such monthly installment, which Licensee agrees is a reasonable estimate of the damages Licensor shall suffer as a result of Licensee's late payment, which damages include Licensor's additional administrative and other costs associated with such late payment.

For the purposes of this License, “Gross Receipts” shall mean the sale price of all goods, wares, merchandise, and products sold on or from the License Area by Licensee, whether for cash or credit, whether or not payment is actually made at, in, or from the License Area, whether or not delivery of the items sold is made from the License Area and whether title to such items is transferred.”

E. Section VII.1. is deleted in its entirety and replaced with the following:

“VII. 1. Notice and Payment Addresses. Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to Licensor:

Payment Address:

County of Orange
Attn: Treasurer-Tax Collector
P.O. Box 4005
Santa Ana, CA 92702-4005

Notice Address:

13042 Old Myford Road
Irvine, CA 92602
Attention: Real Estate Services

If to Licensee:

JAMES PRODUCTIONS, INC.
1116 North Olive Street
Anaheim, CA 92801
Attn: Garry James

or such other person or address as either party may direct in writing to the other, provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to whom directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

F. Wherever a conflict in the terms or conditions of this Third Amendment and the License exists, the terms or conditions in this Third Amendment shall prevail. In all other respects, the terms and conditions of the License not specifically changed by this Third Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment the day and year first above written.

-SIGNATURE PAGE TO FOLLOW-

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: Michael A. Humbro 6/20/19
Deputy

RECOMMENDED FOR APPROVAL:

OC Parks

By: _____
Name, Title
Stacy Blackwood, Director

LICENSEE

JAMES PRODUCTIONS, INC.

By: Garrett B James
Garrett B James, President

By: Garret B James, President

Name, Title

COUNTY

COUNTY OF ORANGE

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per Minute Order _____, Dated _____

Date: _____

Irvine Lake RV Storage License – Third Amendment

Exhibit C

Service Agreement MA-012-19011945