**FIRST AMENDMENT TO PARKING LICENSE AGREEMENT**

This fIRST aMENDMENT TO Parking License (“**Amendment**”), dated for reference purposes as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017 is made between Warland Investments Company, a California limited partnership (“**Warland**”), and the County of Orange, a political subdivision of the State of California (“**County**”), with reference to the following facts. Warland and County maybe referred to individually herein as a “**Party**” and collectively as “**Parties**.”

1. Warland and County entered into that certain Parking License Agreement dated November 30, 2000 (“**Parking License**”) in connection with that certain Lease dated November 30, 2000 (as amended from time to time, “**Lease**”). Unless otherwise defined herein, any initially capitalized terms in this Amendment shall have the same meanings as given to them in the Parking License.
2. Subject to the terms and conditions of the Parking License as amended by this Amendment, County desires the right to use and Warland agrees to provide County, in addition to the parking spaces provided under the Lease and under the Parking License, an additional twenty-one (21) exclusive parking stalls located on the Parking Parcel, for a total of two hundred fourteen (214) spaces.

Therefore, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **PARKING LICENSE**. The first sentence of Section 1 of the Parking License is hereby deleted in its entirety and replaced with the following:

“Subject to the terms and conditions of this Agreement, Warland hereby provides County with the exclusive, irrevocable (subject to paragraph 2, below) license coupled with an interest to use those two hundred fourteen (214) passenger automobile parking spaces on the Parking Parcel designated on attached Exhibit 1 (‘**County Parking Spaces**’) together with the necessary vehicular and pedestrian ingress and egress to the Parking Parcel for access to and from the County Parking Spaces (collectively, ‘**License**’).”

1. The Miscellaneous Clause 14 from the Parking License is hereby deleted in its entirety and replaced with the following:

**14. MISCELLANEOUS**. This Amendment and the Parking License constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification, or amendment of this Amendment shall be binding unless in writing and executed by the Parties hereto. This Amendment shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of this Amendment are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Neither this Amendment nor a short form memorandum hereof shall be filed or recorded in any public office without Warland’s prior written consent, which may be given or withheld in Warland’s sole and absolute discretion; provided, however, if any lender having a secured interest in any of the Project, the Parking Parcel and/or the Leased Premises requires such recordation, County shall execute and deliver to Warland a memorandum hereof in recordable form.

3. Exhibit B attached to the Parking License is hereby deleted in its entirety and replaced with

Exhibit 1 attached hereto.

*[Signatures Appear on Following Page]*

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| APPROVED AS TO FORM:  OFFICE OF COUNTY COUNSEL  ORANGE COUNTY, CALIFORNIA  By  Deputy  Date  RECOMMENDED FOR APPROVAL:  Social Services Agency  BY:  Director of Administration  County Executive Office  BY:  Scott Mayer, Chief Real Estate Officer | **Warland**: **WARLAND INVESTMENTS COMPANY**, a California limited partnership  By: Robertson Management Company, LLC,  a California limited liability company,  Co-Managing Director  By:   Carl W. Robertson Jr., Manager  By: Law Warschaw Management LLC,  a California limited liability company,  Co-Managing Director  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Hope I. Warschaw, Manager |
| SIGNED AND CERTIFIED THAT A  COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER GC § 25103, RESO. 79-1535  Attest:    ROBIN STIELER  Clerk of the Board of Supervisors  of Orange County, California | **County**: COUNTY OF ORANGE    Chairwoman of the Board of Supervisors  Orange County, California |

**EXHIBIT 1**

**PARKING PARCEL**