

AMENDMENT NO. 1 TO THE LICENSE AGREEMENT BETWEEN PHILLIPS AND JORDAN, INC. AND THE COUNTY OF NEVADA (RESOLUTION # 17-079)

THIS AMENDMENT is executed this 8th, day of January, 2019 by and between the COUNTY OF NEVADA (the Licensor), and Philips and Jordan, Inc. (the Licensee). Said Amendment will amend the prior agreement between the parties entitled LICENSE AGREEMENT NEVADA COUNTY OPERATIONS PHILLIPS AND JORDAN, INC., TREE STORAGE ACCESS LICENSE AGREEMENT FOR LICENSEE OF NEVADA COUNTY executed on February 14, 2017, Resolution 17-079.

WHEREAS, the current term of the License Agreement expires February 13, 2019; and

WHEREAS, both parties agree to amend the current License to extend the term of the License for a period of 18 months through August 13, 2020; and

WHEREAS, this Amendment shall be effective with no lapse in the existing Agreement; and

WHEREAS, the parties desire to amend their agreement to allow for improvements to the project site during the extended agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the CONDITIONS OF LICENSE paragraph 6. be amended as follows:

Add the following paragraphs to Access Road after the last sentence:

The Licensee agrees to fully cooperate with the County representative and the General Contractor as it relates to the scheduling of construction activities. If required due to construction and or repair, the Licensee will suspend trucking activities and access road usage for up to three consecutive weeks with a 30 day prior written notice from the County.

Licensee will maintain all associated Storm Water Prevention Plan requirements as they relate to adjacent site tie-ins and all access road elements, maintain and repair the access road as needed and as required under the direction of the County of Nevada Public Works Director, sweep and clean the access road and re-stripe as required at the completion of the NCOC and prior to the Grand Opening and/or ribbon cutting ceremonies and Install and maintain a rip rap traffic stabilized entrance/exit as detailed by County Public Works if and when required by the County representative.

Licensee will mitigate and pay any general contractor claims and expenses directly related to the operation and construction of the access road as those claims and expenses are deemed by the County of Nevada representative to be caused by and directly related to this agreement.

2. That Paragraph 12 Hold Harmless, Indemnification, Damages, and Insurance be amended as follows:

12. D. (2) Comprehensive General Liability Insurance be amended from \$1 Million to \$2 Million and a \$4 Million Aggregate.

12.D.(3) Automobile Liability Insurance be amended from \$1 Million Commercial to \$2 Million Commercial and provide a minimum of 1 Million in combined single limits.

3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed or cause this instrument to be executed as of this day and year first above written.

LICENSOR:

COUNTY OF NEVADA
INFORMATION AND GENERAL SERVICES DEPARTMENT
950 MAIDU AVENUE
NEVADA CITY, CALIFORNIA 95959

By: _____
Edward C. Scofield
Chair, Board of Supervisors

Date: _____

LICENSEE:

PHILLIPS AND JORDAN, INC.
10201 PARKSIDE DR. SUITE 300
KNOXVILLE, TN 37922

By: _____
Phillips and Jordan
Licensee of Nevada County

Date: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____

ATTEST:

By: _____
Julie Patterson Hunter
Clerk of the Board of Supervisors