

**TOMI HENRY**

**VERONDA-FALLETTI RANCH DEMONSTRATION FARM LICENSE AND  
PROPERTY MANAGEMENT AGREEMENT**

THIS LICENSE AND PROPERTY MANAGEMENT AGREEMENT (this “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between the City of Cotati, a municipal corporation of the State of California (the “**City**”), and Tomi Henry, a sole proprietor (“**Licensee**”). The City and Licensee are sometimes individually referred to as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

A. The City is the owner of that certain real property located at 175 West Sierra Avenue, in the City of Cotati, Sonoma County, California (the “**Property**”) including the Licensed Premises, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference, consisting of approximately 4.4 acres including a perimeter pathway and picnic area at the corner of East School Street and El Rancho.

B. The Property may contain one or more non-exclusive licenses to further the public purpose of the Property, including use as a demonstration farm, recreation area, and farm based and historical education. This non-exclusive license agreement covers access to the Property, which includes the perimeter fencing and all areas and structures within the perimeter fencing, including the Licensed Premises in Exhibit A (the “**Licensed Premises**”).

C. The Property and Licensed Premises are subject to restrictions in use, as described in that certain Deed and Agreement by and between the City of Cotati and the Sonoma County Agricultural Preservation and Open Space District recorded October 17, 2008 as Document No. 2008-095027 (the “**Conservation Easement**”) and that certain Agricultural Preservation and Open Space District (“**Open Space District**”) and the approved **City Work Plan** dated July 1, 2021 attached hereto as Exhibit B, as may be subsequently amended, both incorporated herein by this reference.

D. On September 24, 2018, the City and Farmster entered that certain Veronda-Falletti Ranch Demonstration Farm License Agreement (the “**2018 License Agreement**”) for a three-year period ending September 24, 2021, with up to three additional 5-year renewal terms unless either party gave notice to terminate.

E. On October 26, 2021, the City approved new license agreements with Farmster and Ammamma Tati to cover the primary conditions of use of the property for a 5-year term, while relying on an annual Farm Work Plan process for operational and programming details to maintain flexibility as community needs dictate.

F. On February 13, 2024, the City revised the license agreements to incorporate the sublicensee template and various other minor amendments to clarify administrative procedures.

G. On July 1, 2024, Farmster provided the City with official notice of its intent to dissolve and discontinue operations on the Property, effective July 31, 2024.

H. On July 9, 2024, the City Council authorized the execution of a 6-month license agreement with the Licensee to perform work in the approved Farm Work Plan.

I. During the interim license agreement period, the City issued a request for proposals for long term operations on the Property, which was awarded to Tomi Henry on December 10, 2024.

J. To accomplish the programs and activities contemplated for the Property, the City may, in its sole discretion, enter into additional non-exclusive license agreements with any other party (“**Other Licensees**”) to operate programs and facilities on the Property, including mutual access rights over the Property.

K. The Parties desire to enter into this Agreement in order to continue available programming and activities on the Property by the Parties for the benefit of the community during the ~~6-month~~ for a 3-year license period, under the terms and conditions set forth in this Agreement.

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

1. Grant of License. City hereby grants to Licensee a revocable, non-transferrable, non-exclusive license (the “**License**”) to enter the Property and for the specific uses set forth in this Agreement for the Licensed Premises. The License is subject to the terms, covenants, and conditions set forth in this Agreement, and Licensee covenants as a material part of the consideration for this Agreement to keep and perform each and all of the terms, covenants, and conditions set forth herein. The License does not grant a leasehold or grant any property rights to Licensee in the Property or the Licensed Premises. Licensee hereby acknowledge that this Agreement grants a license, not a lease, and therefore Licensee does not have a possessory interest in the Property or the Licensed Premises. City expressly retains the right to grant other licenses relating to the Property and Licensed Premises to any Other Licensees on such terms as City may, in its sole discretion, deem appropriate, but which do not unreasonably interfere with the License granted hereunder or would inhibit Licensee’s ability to perform each and all of the terms, covenants, and conditions set forth herein.

It is understood and agreed by Licensee that the Property and the Licensed Premises are subject to concurrent and superior use by the City including but not limited to the City’s use of the Property and Licensed Premises as open space or other future community use, provided, however, City will not inhibit Licensee’s ability to perform each and all of the terms, covenants, and conditions set forth herein.

Licensee shall not interfere with the use of or access to the Property or the Licensed Premises by City or by any Other Licensees, nor shall Licensee interfere with any other activity the City deems fit to conduct on the Property, including the Licensed Premises.

2. Expiration of License. The License granted hereunder will automatically expire on January 31, 2028 (the “**Expiration Date**”). Notwithstanding the foregoing, the License granted by the City herein is non-transferrable, non-exclusive, revocable, and may be terminated at any time in accordance with Section 27.

If Licensee does not surrender the Property and/or the Licensed Premises upon the Expiration Date or the sooner termination of the License, Licensee shall be deemed a trespasser and shall be liable to the City for damages, and any personal property of Licensee remaining on the property after the Expiration date or sooner termination of the License shall be deemed to have been abandoned. Licensee agrees to indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing collectively “**Indemnities**”) harmless from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorneys’ fees and costs of litigation) (all of the foregoing collectively “**Claims**”) resulting from Licensee’s failure to surrender the Property and/or Licensed Premises, including, without limitation, any Claims made by any Other Licensee or succeeding licensee. Licensee’s indemnification obligations set forth in this Section 2 shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnitees.

3. License Fee. For and in consideration of this Agreement and the License granted herein, on or before the Effective Date and each anniversary thereof, Licensee shall pay to City a fee (the “**License Fee**”) in the amount of One Dollar (\$1.00) per year, which is in addition to Licensee’s agreement to operate the Licensed Premises in accordance with the Farm Work Plan.

4. Appointment of Property Manager. City hereby appoints Licensee as the Property Manager for the Licensed Premises portion of the Property with the responsibilities for managing, operating, maintaining and servicing the Licensed Premises, only (collectively, the “**Management Services**”). The specific Management Services required to be performed by Property Manager on the Licensed Premises are set forth in the Farm Work Plan and Exhibit C attached hereto and incorporated into this Agreement by this reference.

5. Representations and Warranties. Licensee represents and warrants to the City that: (i) Licensee and Licensee’s employees, contractors or subcontractors have the necessary skills, experience and resources to provide the Management Services at the Licensed Premises; (ii) Licensee and any of Licensee’s employees, contractors or subcontractors providing the Management Services at the Licensed Premises are qualified to perform the duties of Licensee under this Agreement in full compliance with the laws of the State of California and hold all required licenses, certifications and permits (if any) necessary to perform such duties; (iii) Licensee is duly organized entity as stated under the preamble and validly existing under the State of California; (iv) Licensee has full right, power and authority to execute, deliver and perform its obligations under this Agreement; and (v) this Agreement is a legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms.

6. Conditions of Use.

~~Farm Work Plan. Licensee has provided an approved plan to the City which sets forth the plan for the management and operations of the Licensed Premises, which shall be incorporated into an overall plan for the management and operations of the Property in coordination with any Other Licensees on the Property (the “Farm Workplan”).~~

Farm Work Plan. Each year, Licensee shall provide a plan to the City which sets forth the plan for the management and operations of the Licensed Premises, which shall be incorporated into an overall plan for the management and operations of the Property in coordination with any Other Licensees on the Property (the “Farm Workplan”).

- A detailed proposal for the operation and proposed programming of the demonstration farm.

- A detailed plan that sets forth the scope of work for the management of the Property and the Licensed Premises.

- A preliminary schedule of public events and programs, including cost estimates and estimates of off-setting revenue as well as prior Farm Work Plan year actual revenue.

- A detailed list of any animals that are owned by Parties that will be or are residing on the Licensed Premises.

- The designation of the person that will act as the Property Manager of the Licensed Premises. This will be the City’s single point of contact for all matters concerning the Licensed Premises. Contact information shall be provided to the City and updated immediately upon any changes.

- The proposed construction of any proposed new structures on the Property or the Licensed Premises. Prior to constructing structures on the Licensed Premises in accordance with the Farm Work Plan, Licensee shall obtain advance approval from the Open Space District, as required.

The Farm Workplan must be provided to the City for approval within 60 days of execution of this agreement if no Farm Work Plan exists, or shall be updated no less than annually each February, in consultation with the City. City meetings with Licensee shall occur at least monthly, unless another frequency is mutually agreed upon.

- B. Compliance with Laws. Licensee shall comply with the Farm Workplan and with all state, federal and local laws, regulations, rules and orders, applicable to this Agreement, the management of the Demonstration Farm, the Property, the Licensed Premises and the License, including without limitation all Environmental Laws (defined in Exhibit D attached hereto and incorporated herein by reference). Licensee shall not cause or permit any Hazardous Material (defined in Exhibit D) to be generated, brought onto, used, stored, or disposed of in or about the Property.

(i) Notice of Release or Investigation. If during the term of this Agreement, Licensee becomes aware of (a) any actual or threatened release of any Hazardous Material in, on, under, or about the Property, or (b) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material in, on, under, or about the Property, Licensee shall give City written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to City copies of any claims, notices of violation, reports, or other writings received by Licensee that concern the release or investigation.

(ii) Remediation Obligations. If the presence of any Hazardous Material brought onto the Property by Licensee or Licensee's agents, employees, invitees, customers, consultants, contractors or subcontractors results in contamination of the Property or any part thereof, Licensee shall promptly take all necessary actions to remove or remediate such Hazardous Materials, whether or not they are present at concentrations exceeding state or federal maximum concentration or action levels, or any governmental agency has issued a cleanup order, at Licensee's sole expense, to return the Property to the condition that existed before the introduction of such Hazardous Material. Licensee shall first obtain City's approval of the proposed removal or remedial action.

- C. Minimum Wage Requirements. Licensee shall comply with minimum wage laws, as those wages are determined pursuant to Labor Code Section 1182.12 et seq. ("**Minimum Wage Laws**").

Licensee shall indemnify, defend (with counsel reasonably approved by City) and hold the Indemnitees harmless from and against all Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of minimum wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781), whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City does not and shall not waive any rights against Licensee which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Licensee's deposit with City of any of the insurance policies described in this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Licensee's indemnification obligations set forth in this Section 6.C shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnitees.

- D. Pesticide, Herbicide Use. Licensee agree not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments on the Property, except with the prior written consent of the City Manager. At his or her sole discretion, the City Manager may either approve or disapprove of any chemical treatments.

- E. Property Management. Licensee shall comply with the Farm Workplan in carrying out the required Management Services. The City reserves the right to request additional Management Services, at the discretion of the City Manager, at any time during the term of this Agreement; provided, however, Licensee shall have the option to terminate this Agreement, in accordance with Section 27, if the additional Management Services requested by the City would result in undue burden on Licensee, as determined is Licensee's sole discretion. Except as otherwise set forth in the Farm Work Plan and Exhibit C, Licensee shall have no responsibility for management, maintenance, or operation of the Property.
- F. Responsibility for Visitors. Licensee may host visitors, educational classes, and special events in accordance the Farm Workplan. Licensee will provide the City with notice of any special events anticipated to exceed 30 visitors no later than ninety (90) calendar days before the date Licensee plans to host the event, unless waived by the City Manager. Licensee will not allow visitors to enter structures that are not suitable for public entry. Licensee will ensure that all activities are conducted in accordance with the Farm Workplan, licensing and other laws and will ensure that each visitor signs a release, waiving any and all Claims against City that arise from visitor's presence on the Property.
- G. Access Routes; Interference. The License includes a non-exclusive license to enter on and use the established access routes and the right of ingress and egress to and from the Property for the purposes of conducting Farm Workplan activities on the Property and providing the Management Services.
- H. Improvements. Except as otherwise agreed to in writing by the City, and subject to Section 6.J, below, any changes in infrastructure, fencing, signage, structures or other improvements necessary to implement the Farm Workplan will be funded by Licensee at no cost to the City. If not included in the Farm Workplan, they must be submitted to the City Manager, and/or the Open Space District, as may be required, for written approval prior to any changes.
- I. Repair and Maintenance. All repair and maintenance of improvements installed by the Licensee, or any damage thereto due to the negligence of the Licensee, shall be the obligation of the Licensee. Except as described under Section 7, all other maintenance and repair of the Licensed Premises shall be the obligation of the City, subject to the discretion of the City Manager and available budget to perform the work. Licensee shall immediately notify the City Manager in writing of the need for maintenance and repair of the Licensed Premises that is the responsibility of the City.

Licensee will use its best efforts and due diligence to deliver the Management Services at the Licensed Premises in accordance with the terms and conditions set forth in this Agreement, the Farm Workplan and policies recommended from time to time by City or by Licensee and approved by City.

- J. City Contribution. As agreed to annually in the Farm Work Plan, and subject to budget availability, the City will provide operational funding support for community programming, events and general property maintenance to promote engagement at the Property and Licensed Premises. Unless otherwise agreed in a specific case and subject to the City's sole discretion, City will arrange for and construct all capital (non-maintenance) improvements. Capital improvements generally are the construction of significant new or replacement infrastructure or structures on the Licensed Premises. Determination of whether work constitutes a capital improvement is within the City's sole discretion. All capital improvements performed by the City are subject to a mutually agreeable schedule, funding availability, and approval by the City.
- K. Temporary Structures. Licensee will have the right to erect, maintain, and remove at Licensee expense, a temporary fence on the Licensed Premises, provided that such fence, including removal, does not damage the Property in any way. Any planned placement or construction of moveable buildings, temporary structures, or signage must be included in the Farm Workplan or otherwise approved by the City in advance.
- L. Reimbursement of Farm Expenses. City shall reimburse Licensee for expenses associated with activities approved in the Farm Workplan.

Licensee shall submit an itemized invoice to the City Manager no more frequently than monthly for reimbursement of authorized expenses associated with Farm Workplan. All expenses incurred during the City fiscal year (July 1- June 30), must be submitted no later than August 1 of each year. The City will reimburse Licensee for authorized expenses within thirty (30) days of receipt of the invoice.

- M. Use of City Property. Licensee is not permitted to donate, sell or otherwise use materials or products from the Property, except as approved in the Farm Work Plan or by the City Manager. All City funded events and programs must use the City's designated registration system and all funds and donations shall be remitted to the City. All Licensee events or programs occurring on the Property, regardless of funding source, must be authorized by the City in advance and scheduled on the City's calendar. Non-City events or programs on the Property are not eligible for reimbursement and paid events or programs will be subject to the current rental rates per the City's current Fee Schedule.
- N. Inspection of Property. City, its contractors and agents, together with the Open Space District, shall have the right to enter in or upon the Property and the Licensed Premises at any time to examine or inspect the same and to perform such construction, improvement, repair, or alteration as City Manager, in his or her opinion, may deem necessary and to post notices of non-responsibility.
- O. Background Checks. The Property hosts various children's programs and camps. Therefore, the Licensee, any employees and any contractors, or volunteers under the control of the Licensee that are on the Property shall be subject to a

background check using the method and format required by the City. The Licensee is required to provide a background check for the Licensee, and initial employees, contractors, and volunteers to the City within 10 business days of the Effective Date of this License Agreement, and the Licensee shall provide a background check for any additional employees, contractors, or volunteers within 10 business days of starting work on the Property. The City may exempt contractors that perform intermittent work, such as routine landscape contractors, janitorial contractors and similar. The City, in its sole discretion, may, in response to a person's background check exclude the person from the property, and may require updates to background checks at any time.

7. Damages to Property and Licensed Premises. Licensee shall bear responsibility for the cost of any and all damages to or on the Property or Licensed Premises and improvements thereon caused by Licensee's operations or by any act or omission of Licensee, unless such damages are caused by reasonable wear and tear, as determined by City, or caused by the sole negligence or willful misconduct of the City or Other Licensees.

8. Indemnity. Licensee shall indemnify, defend (with counsel reasonably approved by the City), and hold harmless the Indemnitees from and against any and all Claims, including reasonable attorneys' fees, or liabilities of any kind, arising out of or in connection with Licensee's actions or inactions relating to this Agreement or Licensee's failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole negligence or willful misconduct of the City or Other Licensees. Licensee's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

9. Release. City makes no representations or warranties whatsoever regarding the condition of the Property or the Licensed Premises, including, without limitation, the suitability or fitness of the Property or the Licensed Premises for the permitted uses. Licensee shall be solely responsible for any damage or harm whatsoever suffered by Licensee, its employees, agents, contractors, servants, licensees, invitees, livestock and other property, and hereby releases, waives and discharges the City and its officers, officials, agents, employees, and volunteers from any claims and demands arising out of such damage or harm. Licensee is aware of the provisions of California Civil Code Section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OTHER SETTLEMENT WITH THE DEBTOR.

As relates to this Section, Licensee hereby waives and relinquishes all rights and benefits which Licensee may have under California Civil Code Section 1542.

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Licensee's Initials



10. Liens and Other Encumbrances. Licensee shall keep the Property free and clear of any and all liens and other encumbrances.

11. Insurance. Throughout the Term, Licensee's will maintain in full force and effect a comprehensive insurance policy applicable to Licensee's use of the Property with limits of liability of at least:

- A. General Liability: \$1 million per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Property or the general aggregate limit shall be twice the required occurrence limit. Licensee's general liability statement will name City, its respective officers, officials, agents, employees, and representatives as additional insureds. Licensee will also maintain such other insurance as required by law.
- B. Automobile Liability: \$1 million per accident for bodily injury and property damage.
- C. Workers Compensation: Licensee's shall provide workers compensation insurance in the amounts required by the State of California.
- D. Insurance Requirements. All policies of insurance required hereunder shall be provided by insurance carriers licensed to issue such policies in the State of California and which have a current A.M. Best's rating of no less an A:VII.

Prior to the Effective Date, Licensee's shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. Coverage provided by Licensee shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City.

12. Taxes.

- A. NOTICE IS HEREBY GIVEN THAT THE PROPERTY INTEREST TO BE CREATED BY THIS AGREEMENT AND TO BE VESTED IN LICENSEE PURSUANT TO THIS AGREEMENT MAY BE SUBJECT TO THE PAYMENT OF POSSESSORY INTEREST TAXES LEVIED ON SUCH INTEREST. THIS NOTICE IS GIVEN PURSUANT TO CAL. REVENUE & TAXATION CODE SECTION 107.6.

- B. Licensee's shall pay any and all taxes assessed as a result of the treatment of Licensee's interest under this Agreement as a possessory interest under the Revenue and Taxation Code of the State of California. Licensee's shall also pay before delinquency, all taxes or assessments which may be levied or assessed during the term of this Agreement on all animals and other personal property owned or placed on the Property by Licensee.

13. Assignment. This License is personal to Licensee and may not be transferred or assigned, except with the prior written consent of the City. If, during the term of this Agreement, any Other Licensee on the Property remains in default under their license agreement with the City after expiration of all applicable cure periods, the City may offer, in writing, to cause the assignment of the defaulted license agreement to Licensee before issuing the defaulted license to another entity. Licensee shall have thirty (30) days to accept that assignment of the defaulted license agreement and assume the obligations thereunder. Upon mutual agreement of the Licensee and City, the City may assign the defaulted license agreement to the Licensee.

14. Sublicensee. A sublicensee is any person or group that occupies a portion of the Licensed Premises in any capacity beyond short term permitted events. "Short Term Permitted Event" is defined as any event or activity that is 48 hours or less in duration, unless otherwise permitted by the City. The Licensee may sublicense the Licensed Premises only upon written authorization by the City, in accordance with the City's authorized sublicense agreement.

15. Amendment. This Agreement can be amended only by a written instrument executed by the City and Licensee.

16. Waiver. The waiver by either Party of any term, covenant, or condition contained in this Agreement shall not be deemed to be a continuing waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

17. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies hereunder on any third party, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third party to any Party hereto, nor shall any provision in this Agreement give any third party any right of subrogation or action over or against any Party to this Agreement.

18. Time of Essence. Time is and shall be of the essence of the performance of this Agreement.

19. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and the City of Cotati Municipal Code.

20. Successors and Assigns. The provisions, terms, and conditions of this Agreement shall bind and inure to the benefit of the Parties, their heirs, successors, executors, administrators, and permitted assigns. Licensee shall not assign, sublicense or transfer its rights or obligations under this Agreement without the prior written consent of the City.

21. Relationship of Parties. The Parties intend by this Agreement to establish the relationship of Parties only, and do not intend to create a partnership, joint venture, joint enterprise, or any other business relationship other than that of Parties. At all times during the term of this agreement, Licensee and Licensee employee's, agents and any approved subcontractors or assigns shall be independent contractors and are not employees of City. Notwithstanding any other local, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Licensee and any of its employees, agents, and approved subcontractors or assigns providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City.

22. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give it the fullest effect allowed by law.

23. Severability. If any provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be or become invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. Notices, Payments, and Demands. All notices, payments, and demands of any kind which either Party may require or desire to serve on the other in connection with this Agreement shall be in writing and may be served (as an alternative to personal service) by first class mail, postage prepaid and addressed to the Party to be served as follows:

City: City Manager  
201 West Sierra Avenue  
Cotati, CA 94931  
707-665-3622

Licensee: Tomi Henry  
130 Fern Avenue  
Penngrove, CA 94951  
Attn: Tomi Henry

Either Party may change its address by giving notice of such change to the other Party in the manner provided in this Section. All notices and other communications mailed in accordance with this Section shall be deemed communicated as of the earlier of (i) actual receipt or (ii) the fifth day following deposit in the United States Mail.

25. Integration. This Agreement, including any Exhibits hereto, contains all of the agreements and understandings of the Parties with respect to any matter mentioned in this Agreement, and supersedes and terminates all prior and contemporaneous agreements between Parties with respect to the matters covered in this Agreement.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. Default and Termination. Unless otherwise set forth in this Agreement, either Party may terminate this Agreement with or without cause upon delivery of not less than 30 days' advance written notice delivered in accordance with Section 24. If the City or Licensee provides written notice of a default of the terms of this Agreement either Party has thirty (30) days to cure the default. If the default cannot by its nature be cured within such thirty (30) day period, then the City or Licensee will have an additional thirty (30) days to cure the default. A termination for cause pursuant to this provision shall not prejudice or waive any rights or remedies in law which one Party may have against the other.

In the event of a life, health or safety issue on the Licensed Premises, as determined by the City Manager, the City may immediately terminate this Agreement and of all Licensee activities on the Property and the Licensed Premises. City may take any remedial action to abate the life, health or safety issue, at the discretion of City.

The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The foregoing does not in any way limit the City's legal remedies, including but not limited to the remedies set forth herein. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

Upon termination of this Agreement, Licensee will, at Licensee's expense, surrender the Property and Licensed Premises in good order and condition, reasonable wear and tear excepted, and will remove all of Licensee's personal property. Except as may otherwise be agreed in writing by City and Licensee at the time of installation, all permanent improvement and alterations to the Property, including all equipment, furniture, furnishings, tools, supplies, inventory and other property of City in the possession of Licensee, other than trade fixtures owned by Licensee, will belong to City. Licensee may retain ownership of, and will remove, all sheds, mobile buildings, signs, and other non-permanent improvements Licensee may have made to the Property. Licensee shall deliver to City copies of all books, records and files in possession of Licensee relating to the management, maintenance, operation, marketing and use of the Property, and all keys, combinations to locks, and other security devices on the Property. Licensee shall assign all existing contracts, if any, relating to the operation, maintenance, and marketing of the Property as City directs in writing. Licensee shall render such assistance as City may reasonably request to facilitate an orderly transition in the management of the Property.

28. Construction and Interpretation. It is agreed and acknowledged by Licensee that the provisions of this Agreement have been arrived at through negotiation, and that Licensee has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

IN WITNESS WHEREOF, Parties have executed this Agreement as of the day and year first written above.

CITY:

LICENSEE

\_\_\_\_\_  
Damien O’Bid, City Manager

\_\_\_\_\_  
Tomi Henry

ATTEST:

\_\_\_\_\_  
Kevin Patterson, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Bakker, City Attorney

5530479.1

EXHIBIT A  
PROPERTY EXHIBIT



Licensee's Licensed Premises is indicated in **Yellow** outline, including the area outlined in **Red**.

EXHIBIT B

CONSERATION EASEMENT (B-1) & OPEN SPACE APPROVED CITY WORKPLAN (B-2)

## EXHIBIT C

### LICENSE PROVISIONS SPECIFIC TO LICENSEE

#### Maintenance and Access

Licensee is responsible for the Licensed Premises and the Property between the external fence and public pathways/sidewalks (Exhibit A), including maintenance, scheduling of events, and public access. Licensee acknowledges that the License granted herein is non-exclusive, and that Licensee shall provide access to the Property and the Licensed Premises to any Other Licensee(s) in accordance with the Farm Work Plan or otherwise upon reasonable advance coordination; notwithstanding the foregoing, Other Licensee(s)'s access to the Property and Licensed Premises shall not be restricted by Licensee, except as otherwise agreed in writing between the Licensees. Any additional terms and conditions regarding reasonable advance coordination of access to or through the Licensed Premises by Other Licensee(s) may be determined under separate agreement between Licensee and the Other Licensee(s), subject to City's review prior to execution.

#### Management Services

The Property must be managed in accordance with the Conservation Easement, the approved City Work Plan, the Roots Restoration Project, and the current Farm Work Plan, as may be amended. This includes, but is not limited to, weed abatement, pest abatement, and maintaining the Property in good repair and tidy appearance.

Grazing; Animals. In addition to other uses, the Licensed Premises are licensed to Licensee for the purpose of operating a demonstration farm, consistent with the terms of this Agreement. City shall have the right to prohibit or limit grazing if the City Manager determines that the soil moisture content is excessive or if the Licensed Premises is exhibiting signs of overgrazing.

Grazing will be accomplished in accordance with accepted good pasture management practices, good farming practices and animal husbandry. The City Manager shall have sole discretion to limit animal unit loading

#### Compost Hub

The City has entered into a Memorandum of Understanding (MOU) with Zero Waste Sonoma to operate a pilot community compost hub. The Licensee agrees to operate the compost hub and abide by the terms of the MOU.



EXHIBIT D  
ENVIRONMENTAL CONDITIONS

EXHIBIT E  
STANDARD SUBLICENSE AGREEMENT FORM