



ORIGINAL

Contract Number

20-599 A-1

SAP Number

Real Estate Services Department

Department Contract Representative
Telephone Number

Terry W. Thompson, Director
(909) 387-5252

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
GRC/PROJ/JOB No.
Internal Order No.

Lock and Leave Storage
Brad E. Willard, Partner
949-486-0150
7/16/20 – 7/15/22
\$2,400.00
\$2,580.00
\$4,980.00
7810001000
65004075

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Lock and Leave Storage ("LANDLORD"), as landlord, have entered into Lease Agreement, Contract No. 20-599 dated August 11, 2020, (the "Lease"), wherein LANDLORD leases certain premises to the COUNTY, as more specifically set forth in the Lease, for a term that is currently scheduled to expire on July 15, 2021; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the COUNTY's exercise of the one one-year option extending the term of the Lease from July 16, 2021 through July 15, 2022, and to amend certain other terms of the Lease as set forth in this amendment (the "First Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Effective July 16, 2021, pursuant COUNTY's exercise of its extension option in **Paragraph 6, OPTION TO EXTEND TERM**, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for one (1) year from July 16, 2021 through July 15, 2022 (the "First Extended Term").

2. Effective July 16, 2021, DELETE in its entirety the existing **Paragraph 4.A. RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A. RENT**:

4. **RENT:**

A. The monthly rent for the Premises is \$215.00 per month, which shall be payable by the COUNTY in bi-annual rental payments in arrears on or before the last day of each bi-annual period during the First Extended Term, as the bi-annual periods, the amounts of the bi-annual payment, and the bi-annual payment due dates are more specifically set forth below:

July 16, 2021 thru January 15, 2022 – one payment of \$1,290.00 (\$215.00/mo x 6 months)
January 16, 2022 thru July 15, 2022 – one payment of \$1,290.00 (\$215.00/mo x 6 months)

3. Effective July 16, 2021, DELETE in its entirety **Paragraph 25, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 25, NOTICES**:

25. **NOTICES:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, including but not limited to notices required under the California unlawful detainer statutes or any other person, shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if such notice is personally delivered; (ii) the date of delivery or refusal to accept delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested, provided that in all of the foregoing instances, any notices received after 5 pm local time on a business day shall be deemed delivered on the immediately following business day.

LANDLORD'S Address: Lock and Leave Storage
2062 Business Center Drive, Suite 225
Irvine, CA 92612

COUNTY'S Address: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

B. If, at any time after the commencement of the First Extended Term, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the real property on which the Premises is situated to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the real property on which the Premises is situated, LANDLORD and the new owner shall provide COUNTY with evidence of completion of transfer, in which case, the new owner and COUNTY shall document by written amendment said change of ownership. In addition, the new owner shall, within five (5) days of acquiring the Property, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS**. The COUNTY's RESD Director shall have the authority, on behalf of COUNTY, to execute a COUNTY standard amendment to this Lease with any new owner solely for the purposes of reflecting any changes in the legal ownership of the real property on which the Premises is situated and to update the LANDLORD's notice address in the Lease. The new owner acknowledges and agrees new owner's execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new owner.

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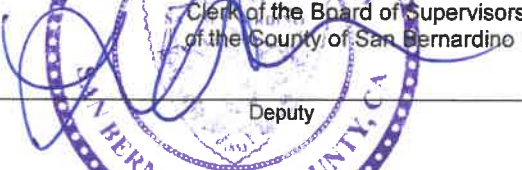
4. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this First Amendment, the terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

COUNTY OF SAN BERNARDINO

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 22 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By 
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy

LOCK AND LEAVE STORAGE

By ► 
(Authorized signature - sign in blue ink)

Name Brad E. Willard

Title Partner

Date 5.6.21

By ► 
(Authorized signature - sign in blue ink)

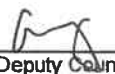
Name Mike Willard

Title Partner

Date 5.6.2021

Address 2062 Business Center Drive, Suite 225
Irvine, CA 92612

FOR COUNTY USE ONLY

Approved as to Legal Form
► 
Agnes Cheng, Deputy County Counsel
Date 5/3/2021

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► 
Jim Miller, Real Property Manager, RESD
Date 5-20-21