

Contract Number

10-110 A8

SAP Number

BIG BEAR VALLEY RECREATION AND PARK DISTRICT

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Sandra Nolan, a married woman as her sole and separate property, as to an undivided 26.00% interest and David A. Nolan as Co-Trustee and Sandra V. Nolan as Co-Trustee of the: (a) Jerry David Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (b) Patrick Marc Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (c) Sean Michael Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; and (d) Devin Kyle Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest, all as Tenants-in-Common
Contractor Representative	Sandra V. Nolan
Telephone Number	(858) 794-7245
Contract Term	2/14/2020 – Earlier of completion of Surrender Work or 9/30/22
Original Contract Amount	\$898,750.80
Amendment Amount	\$548,040.50
Total Contract Amount	\$1,446,750.80
Cost Center	
GRC/PROJ/JOB No.	52002665
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOW:

WHEREAS Sandra Nolan, a married woman as her sole and separate property as to an undivided 26.00% interest, and David A. Nolan, as Co-Trustee and Sandra V. Nolan, as Co-Trustee of each of the following trusts: (a) Jerry David Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (b) Patrick Marc Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (c) Sean Michael Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; and (d) Devin Kyle Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest, all as Tenants-in-Common,

(collectively, hereinafter jointly and severally referred to as "LANDLORD") and the Big Bear Valley Recreation and Park District (DISTRICT) have previously entered into a Lease Agreement, Contract No.10-110 dated February 23, 2010 and amended by a First Amendment dated January 29, 2013, a Second Amendment dated February 10, 2015, a Third Amendment dated February 14, 2017, a Fourth Amendment dated May 1, 2018, a Fifth Amendment dated February 12, 2019, a Sixth Amendment dated January 28, 2020, and a Seventh Amendment dated February 9, 2021 (collectively, "the Lease") wherein the LANDLORD agreed to lease certain real property as more specifically set forth in the Lease to the DISTRICT for a term that expired on February 13, 2021 and has continued on a permitted month-to-month term; and,

WHEREAS, the DISTRICT has vacated the Premises but the Lease has remained in holdover due to the DISTRICT's outstanding surrender obligations under the Lease; and,

WHEREAS, DISTRICT and LANDLORD have now agreed on a scope of work that will fulfill DISTRICT's surrender obligations and the parties desire that LANDLORD perform the agreed work at its cost, subject to reimbursement by DISTRICT, on the terms and conditions as more specifically set forth in this amendment (the "Eighth Amendment"), and;

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

1. The parties acknowledge and agree that the term of the Lease, as set forth in Paragraph 3., TERM, expired on February 13, 2022 but has since continued on a permitted month-to-month term with the DISTRICT continuing to pay rent in the amount of \$6,916.45 pursuant to Paragraph 8 of the Lease as of February 14, 2021.

2. Pursuant to Paragraph 7, RETURN OF PREMISES, DISTRICT shall return the Premises to bare land, removing all cages and structures. Accordingly, the parties hereby acknowledge and agree that: (i) the scope of work set forth in Exhibits "C" and "C-1", each of which is attached hereto and incorporated herein by reference, ("Surrender Work") satisfies DISTRICT's surrender obligations under the Lease, and (ii) the Surrender Work shall be performed by LANDLORD at its cost, but subject to reimbursement by DISTRICT in accordance with this Eighth Amendment in a total amount \$510,000. LANDLORD shall complete the Surrender Work in the four (4) phases set forth on Exhibit "C-1", and upon completion of each phase, LANDLORD shall submit invoices for the costs incurred for each phase of the Surrender Work along with proof of payment and any other documents reasonably requested by DISTRICT. In the event, the total reimbursement for all phases of the Surrender Work exceed \$510,000 and any costs that exceed a total of \$510,000 shall be submitted to DISTRICT for approval prior to any further work. DISTRICT shall pay LANDLORD for said invoices of each phase within sixty (60) days after its verification in an amount total \$510,000.

3. The holdover term of the Lease and DISTRICT's obligation to pay rent pursuant to Paragraph 8 of the Lease shall terminate on the earlier of the date LANDLORD completes all phases of the Surrender Work or September 30, 2022 (even if the Surrender Work has not been completed). In the event that any portion of the Surrender Work has not been completed by September 30, 2022, LANDLORD shall continue to perform the Surrender Work and submit invoices to DISTRICT for reimbursement in accordance with this Eighth Amendment, provided that all invoices must be submitted to DISTRICT on or before November 7, 2022, which obligation shall survive the expiration or earlier termination of the Lease, and LANDLORD waives all rights to receive reimbursement for any invoices not submitted by such date.

4. Subject to LANDLORD's receipt of reimbursement for the Surrender Work in accordance with this Eighth Amendment, LANDLORD hereby expressly waives and releases DISTRICT and its authorized agents, offices, volunteer, and employees from any claims, actions, losses, damages, liabilities, or injuries, however arising, related to DISTRICT's surrender obligations under the Lease, LANDLORD's performance of the Surrender Work and reimbursement or wavier of reimbursement thereof, as applicable, and any other obligations or payments

due to LANDLORD from DISTRICT under the Lease. Notwithstanding the application of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor or the releasing party does not know or suspect to exist in his or her favor at the time of the executed release and that, if known by him or her, would have materially affected his or her settlement with the debtor or the released party."

LANDLORD expressly waives and relinquishes all rights and benefits afforded it by said Section 1542, and any and all similar laws of any State or territory of the United States. This Eighth Amendment shall act as a release of future claims that may arise from any damages, claims or actions, whether such claims are currently known, unknown, foreseen, or unforeseen. The LANDLORD understands and acknowledges the significance and consequences of such specific waiver of Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that it or its personnel may respectively hereafter incur.

5. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

END OF EIGHTH AMENDMENT

BIG BEAR VALLEY RECREATION AND PARK DISTRICT


LANDLORD: Sandra Nolan, a married woman as her sole and separate property, as to an undivided 26.00% interest and David A. Nolan as Co-Trustee and Sandra V. Nolan as Co-Trustee of the (a) Jerry David Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (b) Patrick Marc Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (c) Sean Michael Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; and (d) Devin Kyle Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest, all as Tenants-in-Common

Curt Hagman, Chairman, Board of Directors

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

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

By: _____
Deputy

By:  _____
(Authorized signature - sign in blue ink)

Name: Sandra Nolan

Title: a married woman as her sole and separate property as to an undivided 26.00% interest, tenant-in-common

Dated: _____

By: _____
(Authorized signature - sign in blue ink)

Name: Sandra V. Nolan

as Co-Trustee of the (a) Jerry David Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (b) Patrick Marc Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (c) Sean Michael Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; and (d) Devin Kyle Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest, tenants-in-common

Title: undivided 18.5% interest, tenants-in-common

Dated: _____

By: _____
(Authorized signature - sign in blue ink)

Name: David A. Nolan

as Co-Trustee of the (a) Jerry David Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (b) Patrick Marc Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; (c) Sean Michael Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest; and (d) Devin Kyle Nolan Irrevocable Trust dated December 24, 2003 as to an undivided 18.5% interest, tenants-in-common

Title: undivided 18.5% interest, tenants-in-common

Dated: _____

Address 354 Ocean View, Del Mar, CA 92014


FOR DISTRICT USE ONLY

Approved as to Legal Form

 _____
Agnes Cheng, Deputy County Counsel


Date _____

Reviewed for Contract Compliance

 _____

Date _____

Reviewed/Approved by Department

 _____
Lyle Ballard, Real Property Manager, RESD

Date _____