



Contract Number

16-971 A-3

SAP Number

Real Estate Services Department

Department Contract Representative
Telephone Number

Terry W. Thompson, Director
(909) 387-5000

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

Spring Valley Lake Association
Alfred Logan
(760) 245-9756
2/1/17– 3/31/2025
\$6.00
\$2.17
\$8.17
4434501000
33003662

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Spring Valley Lake Association, a California non-profit corporation, as landlord ("LANDLORD") and San Bernardino County as tenant ("COUNTY") have entered into Lease Agreement, Contract No 16-971 dated December 20, 2016, and amended by the First Amendment dated December 18, 2018 and the Second Amendment dated December 8, 2020, (collectively the "Lease"), wherein the LANDLORD leases certain premises comprising approximately 450 square feet located at 12975 Rolling Ridge Drive, Victorville, CA, to COUNTY, for a term that expired on January 31, 2023, and has continued on a permitted month-to-month holdover; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to reflect a permitted two (2) month holdover for the period of February 1, 2023 through March 31, 2023 with LANDLORD's consent, extend, following said holdover, the term of the lease for two years from April 1, 2023 through March 31, 2025 by the COUNTY's exercise of an existing two-year extension option, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Third Amendment"); and,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree that the Lease is amended as follows:

1. Pursuant to **Paragraph 8., HOLDING OVER**, the COUNTY, with LANDLORD's express consent granted herein, shall occupy the Premises on a holdover tenancy for the period of February 1, 2023 through

March 31, 2023 in the total amount of \$0.17 for the holdover period, which is calculated at an annual rate of \$1.00 pro-rata for said two (2) month holdover period.

2. Effective April 1, 2023, pursuant to the COUNTY's exercise of its existing extension option in **Paragraph 6, OPTION TO EXTEND TERM**, DELETE in its entirety, the existing **Paragraph 3., TERM**, and SUBSTITUTE therefore a new **Paragraph 3., TERM**, which shall read as follows:

"3. **Term:** The term of the Lease shall be extended for a period of two (2) years commencing on April 1, 2021 and expiring March 31, 2025 unless earlier terminated in accordance with the Lease ("Third Extended Term").

3. Effective April 1, 2023, DELETE in its entirety, the existing **Paragraph 4.A., RENT**, and SUBSTITUTE therefore a new **Paragraph 4.A., RENT** which shall read as follows:

"4. **RENT:**

A. COUNTY shall pay to LANDLORD the following annual rental payments for the Premises in advance on each April 1 during the Third Extended Term of the Lease:

April 1, 2023 – March 31, 2024 – annual rent payment of \$1.00

April 1, 2024 – March 31, 2025 – annual rent payment of \$1.00

4. Effective April 1, 2023, DELETE in its entirety, the existing **Paragraph 6., OPTION TO EXTEND TERM**, and SUBSTITUTE therefore a new **Paragraph 6., OPTION TO EXTEND TERM**, which shall read as follows:

"6. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions for one (1) two-year period ("extended term") following expiration of the Third Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD on or prior to the expiration of the Third Extended Term or during any holding over pursuant to **Paragraph 8., HOLDING OVER.**"

5. Effective April 1, 2023, DELETE in its entirety, the existing **Paragraph 25., NOTICES**, and SUBSTITUTE therefore a new **Paragraph 25., NOTICES**, which shall read as follows:

"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 addresses set forth in the Basic Lease Provisions. 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 if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified, or registered, return receipt requested. Any notices received after 5 pm local time on a business day shall be deemed delivered on the following business day.

LANDLORD's address: Spring Valley Lake Association
7001 Spring Valley Lake Box
Victorville, CA 92392

COUNTY's address:

San Bernardino County of San Bernardino
Real Estate Services Department
385 N. Arrowhead Ave.
San Bernardino, CA 92415-0180

b. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises and 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 such a transfer of controlling interest in the real property on which the Premises is situated, LANDLORD shall provide COUNTY with evidence of completion of transfer, including but not limited to a grant deed and an assignment of this Lease; in which case, the new property owner and COUNTY shall reflect by written amendment the new property owner as the successor landlord. In addition, the new property owner, as the successor landlord, shall, within five (5) days of acquiring the subject real property and becoming the successor landlord, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 17, INDEMNIFICATION** and **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 successor landlord solely for the purposes of reflecting the successor landlord as the LANDLORD under the Lease and to update the LANDLORD's notice address. The successor landlord's execution of such COUNTY standard amendment and submission of a valid W-9 are pre-requisites for rents under this Lease to be paid to the successor landlord."

6. 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 terms of the Lease and this Third Amendment, the provisions and terms of this Third Amendment shall control.

7. This Third Amendment 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 Third Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Third Amendment (whether by facsimile, PDF or other email 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 Third Amendment upon request.

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SAN BERNARDINO COUNTY

SPRING VALLEY LAKE ASSOCIATION, a
California non-profit corporation

►

Dawn Rowe, Chair, Board of Supervisors

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
San Bernardino County

By _____
Deputy

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

Name Alfred Logan

Title General Manager

Dated: _____

Address 12975 Rolling Ridge Drive
Victorville, CA 92392

FOR COUNTY 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 _____