



Contract Number

14-775 A-1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Dennis J. Bukowski and SJS Enterprises Inc.
Contractor Representative	Giovanni D'Egidio
Telephone Number	(562) 307-5510
Contract Term	2/1/2000 – 3/31/2023
Original Contract Amount	\$
Amendment Amount	\$
Total Contract Amount	\$
Cost Center	7810001000
GRC/PROJ/JOB No.	87004236

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as successor lessor pursuant to an Assignment of Lease (Contract No. 14-775), and Dennis Bukowski and SJS Enterprise Inc. (collectively, "LESSEE"), as lessees, are parties to a Lease Agreement dated February 1, 2000 ("the Lease") wherein COUNTY leases to LESSEE certain premises for a term that is currently scheduled to expire on January 31, 2025; and

WHEREAS, SJS Enterprises, Inc. represents to COUNTY that its name was inadvertently misspelled as SJS Enterprise Inc. in the Lease and should be corrected to SJS Enterprises, Inc. SJS Enterprises, Inc. further represents that the Lease erroneously identified Dennis Bukowski as a Lessee, but that it was always intended that SJS Enterprises, Inc. be the only Lessee on the Lease. Accordingly, based on the representations, the parties agree that the Lessee under the Lease is SJS Enterprises, Inc.; and

WHEREAS, the Lease described the premises as Parcel # 1057-221-03 and # 1057-221-16 being a portion of Sec(s), 4 & 9 of township 3 South, Range 7 West San Bernardino meridian as shown on sectionized survey of the Rancho El Rincon as per plat recorded in book 7 of maps page 9 records of San Bernardino County ("Premises"), which is located to the West of 17650 Hellman Avenue, Corona, CA; and,

WHEREAS, the parties have since determined that the Premises was mistakenly identified in the Lease, and that the accurate description of the Premises is as follows: approximately 50 acres, comprising Assessor's Parcel Numbers 1057-221-18 (portion), 1057-221-19 (portion), and 1057-221-21 (portion); and

WHEREAS, the parties desire to terminate the Lease prior to its scheduled expiration date of January 31, 2025 on the agreed effective termination date of March 31, 2023, provided that SJS Enterprises, Inc. and the County enter into a separate replacement lease on mutually agreed terms and conditions with an effective

~~commencement date of April 1, 2023, which Lease must be approved by the County Board of Supervisors on or before March 31, 2023 given the intent of SJS Enterprises, Inc. and the COUNTY to enter into a separate replacement lease on mutually agreed terms and conditions with an effective commencement date of April 1, 2023;~~ and

WHEREAS, the COUNTY and LESSEE desire now to amend the Lease to correct the name of a lessee party, to correct the definition of the Premises, and to terminate the Lease by mutual agreement effective as of March 31, 2023 ("Termination Date"), as more specifically set forth in this amendment ("First Amendment").

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

1. SJS Enterprises, Inc. represents to COUNTY that its name was inadvertently misspelled as SJS Enterprise Inc. in the Lease and should be corrected to SJS Enterprises, Inc. Accordingly, based on said representation, the parties agree that the Lessee under the Lease are Dennis J. Bukowski and SJS Enterprises, Inc. (collectively, the "LESSEE").

2. The parties here by agree that the definition of the Premises is corrected to be as follows: approximately 50 acres of COUNTY-owned land [Assessor's Parcel Numbers 1057-221-18 (portion), 1057-221-19 (portion), and 1057-221-21 (portion)] located Hellman Avenue between Chino Rincon Road and McCarty Road in Chino.

3. Notwithstanding anything to the contrary in the Lease, without objection by Dennis Bukowski but subject to the mutual execution of a separate replacement lease between SJS Enterprises, Inc., and COUNTY for the Premises with an effective commencement date of April 1, 2023, COUNTY and LESSEE hereby agree that this Lease is terminated as of the Termination Date.

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 and conditions of this First Amendment shall control.

5. This First 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 First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First Amendment (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 First Amendment upon request.

END OF FIRST AMENDMENT

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

COUNTY: SAN BERNARDINO COUNTY

LESSEE: SJS ENTERPRISES INC.

►

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 Giovanni D'Egidio

Title President

Dated: _____

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

Name Giovanni D'Egidio

Title Secretary

Dated: _____

LESSEE: DENNIS J. BUKOWSKI

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

Name Dennis J. Bukowski

Title Individual

Dated: _____

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 _____