

Contract Number
10-110 A-7

ORIGINAL

SAP Number

**BIG BEAR VALLEY RECREATION
AND PARK DISTRICT**

Department Contract Representative	Terry W. Thompson, Director Real Estate Services Department
Telephone Number	(909) 387-5252
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 - 2/13/2022
Original Contract Amount	\$815,753.40
Amendment Amount	\$ 82,997.40
Total Contract Amount	\$898,750.80
Cost Center	7810001000
GRC/PROJ/JOB No.	52002665
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

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 and a Sixth Amendment dated January 28, 2020 (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 is scheduled to expire on February 13, 2021; and,

WHEREAS, DISTRICT and LANDLORD desire now to extend the term of the Lease for the period of one (1) year from February 14, 2021 through February 13, 2022 and amend certain other terms as more specifically set forth in this amendment (the "Seventh Amendment"), and;

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

1. Effective February 14, 2021, DELETE in its entirety the existing Paragraph 3., TERM, and SUBSTITUTE therefore the following as a new Paragraph 3., TERM, which shall read as follows:

"3. **TERM:** The Lease's extended term ("Sixth Extended Term") shall commence on February 14, 2021 ("Commencement Date") and end on February 13, 2022 ("Ending Date")."

2. Effective February 14, 2021, DELETE in its entirety Paragraph 4., RENT, and SUBSTITUTE therefore the following as a new Paragraph 4., RENT, which shall read as follows:

"4. **RENT:**

A. DISTRICT shall pay to LANDLORD the following monthly rental payments for the Premises in advance on the first day of each month, commencing February 14, 2021 and continuing throughout the Sixth Extended Term:

Sixth Extended Term	Monthly Rent
February 14, 2021 thru February 13, 2022	\$6,916.45

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from DISTRICT under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by DISTRICT required to process EFT payments."

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

END OF SEVENTH AMENDMENT

BIG BEAR VALLEY RECREATION AND PARK DISTRICT

Curt Hagman

Curt Hagman, Chairman, Board of Directors

FEB 09 2021

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 the County of San Bernardino

By:  Deputy

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Secretary

By:  Deputy

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

By: *Sandra Nolan*
(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: 2/3/21

By: *Sandra V. Nolan*
(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: 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

Dated: 2/3/21

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: 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

Dated: 2/3/21

Address 354 Ocean View, Del Mar, CA 92014

Approved as to Legal Form



Agnes Cheng, Deputy County Counsel

Date 1/21/2021

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department


Jim Miller, Real Property Manager RESD

Date