

Facility No: 36-A1 & 36-L1  
Facility Name: San Bernardino Historic Courthouse & Victorville Courthouse  
Facility Address (A1): 351 N. Arrowhead Avenue, San Bernardino, California  
Facility Address (L1): 14455 Civic Drive, Victorville, California



**Judicial Council of California**  
**Facilities Services**  
**455 Golden Gate Avenue, San Francisco, CA 94102**

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**FIRST AMENDMENT TO  
REVOCABLE, NON-EXCLUSIVE LICENSE FOR  
THE USE OF REAL PROPERTY**

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This First Amendment to Revocable, Non-Exclusive License for the Use of Real Property (“**First Amendment**”) is made and entered into, as of the date this First Amendment is signed by the last Party to sign, by and between the Judicial Council of California (“**Judicial Council**” or “**Licensee**”), for the benefit of the Superior Court of California for the County of San Bernardino (“**Court**”), and the County of San Bernardino (“**County**” or “**Licensors**”). Judicial Council and County may hereinafter be referred to in this First Amendment individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. Judicial Council and County previously entered into that certain Revocable, Non-Exclusive License for the Use of Real Property dated May 29, 2015 (“**License**”), under which Judicial Council was granted non-exclusive use of approximately 4,422 net usable square feet of County Exclusive-Use Area consisting of 315 square feet on the 1<sup>st</sup> floor (the previous District Attorney area) at the Victorville Courthouse located at 14455 Civic Drive, Victorville, California and 1,811.54 square feet on the 2<sup>nd</sup> floor (the Grand Jury space), 320.26 square feet on the 2<sup>nd</sup> floor (the Option House space), and 1975.12 square feet on the Ground floor (a portion of the Café space) at the San Bernardino Historic Courthouse located at 351 N. Arrowhead Avenue, San Bernardino, California (the Victorville Courthouse and San Bernardino Historic Courthouse shall collectively be referred to as the “**Property**”), as further described in the License

B. The Parties now desire to amend the License to extend the term of the License for ten (10) years, from June 1, 2025 to May 31, 2035, and to make other changes to the License deemed necessary and helpful by the Parties, as set forth herein this First Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

## **AGREEMENT**

**1. Incorporation of Recitals; Defined Terms.** The foregoing provisions of the Recitals are true and correct and are incorporated into this First Amendment by this reference. Any defined terms not defined herein will have the definition meaning given to those terms in the License.

**2. Extend License Term.** The Parties acknowledge and agree that Paragraph 2 of the License is hereby amended in its entirety and replaced with the following:

**2. Term.** This License commences on June 1, 2015 (“**Commencement Date**”) and ends on May 31, 2035 (“**Ending Date**”), or until terminated as provided in **Paragraph 3**, below.

**3. Authority.** Judicial Council and Licensee each represents and warrants that the individual signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment on behalf of such Party, and that this First Amendment will be binding upon said Party upon mutual execution and delivery thereof.

**4. Governing Laws.** This First Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles. The Parties agree that any legal action related to the interpretation, performance, or enforcement of the License shall be filed in the Superior Court for the State of California.

**5. No Further Modifications.** Except as specifically modified herein this First Amendment, the License remains unmodified and in full force and effect. In the event of any inconsistency between the provisions of the License and this First Amendment, the provisions of this First Amendment shall govern and control.

**6. Binding Effect.** This First Amendment shall apply to, bind, and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

**7. Further Assurances.** The Parties agree to execute such additional instruments and to perform such further acts as may be reasonably necessary to evidence and perform the amendments to the License provided for in this First Amendment.

**8. Counterparts and Electronic Execution.** This First Amendment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and

the same instrument. The Parties agree that the signature pages of this First Amendment may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this First Amendment, with such scanned and electronic signatures having the same legal effect as original signatures.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment as of the dates below their respective signatures.

**LICENSOR:**

**LICENSEE:**

**SAN BERNARDINO COUNTY**

**JUDICIAL COUNCIL OF CALIFORNIA**

By: \_\_\_\_\_  
Name: Dawn Rowe  
Title: Chair, Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Alice Lee  
Title: Manager, Contracts  
Date: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS  
BEEN DELIVERED TO THE CHAIR OF  
THE BOARD

By: \_\_\_\_\_  
Name: Lynna Monell  
Title: Clerk of the Board of Supervisors  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

By: \_\_\_\_\_  
Name: John Tubbs II  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Erin Stagg  
Title: Attorney  
Date: \_\_\_\_\_