

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**ORIGINAL**

**Contract Number**

21-183 A1

**SAP Number**

### Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	El Prado Development, LLC
<b>Contractor Representative</b>	Frank Lizarraga
<b>Telephone Number</b>	(909)983-9393
<b>Contract Term</b>	9/1/2020 – 8/31/2025
<b>Original Contract Amount</b>	\$480,000
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$480,000
<b>Cost Center</b>	652220 1000
<b>GRC/PROJ/JOB No.</b>	3200 4017

IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 1

WHEREAS, El Prado Golf Course, a California Limited Partnership ("PRIOR LESSEE"), as tenant and San Bernardino County ("COUNTY"), as landlord, entered into a Sub-Lease Agreement, Contract No. 21-183, dated September 1, 2020, ("Sub-Lease"), wherein PRIOR LESSEE leases a thirty-six hole golf course facility situated on approximately 314.21 acres of improved land located at 6555 Pine Avenue, Chino, CA, as more specifically described in the Sub-Lease, from the COUNTY for a term that expires on August 31, 2025, and;

WHEREAS, the PRIOR LESSEE predecessor-in-interest transfers all rights, title and interests in the Premises of the Sublease to El Prado Development, LLC ("LESSEE"), on June 9, 2023; and

WHEREAS, Paragraph 7, of the Sub-Lease states in relevant part: "This Lease shall not be assigned, subleased, or otherwise transferred without the express written approval of the COUNTY, which approval shall not be unreasonably withheld, conditioned or delayed. ... Any change in control or ownership of the TENANT shall be deemed an assignment for purposes of this paragraph for which COUNTY consent is required."; and

WHEREAS, the COUNTY and LESSEE desire to assign the Sub-Lease to LESSEE and amend the Sub-Lease to reflect the change of ownership and the COUNTY's consent to assignment.

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective June 9, 2023, the parties hereto agree the Sub-Lease is assigned and amended as follows:

1. CHANGE that portion of the Cover Page and all portions of the Sub-Lease, which references the "Lessee" or "Tenant" as "El Prado Golf Course, a California Limited Partnership", to read: "El Prado Development, LLC".

2. CHANGE that portion of Paragraph **32. NOTICES**, which now reads:

TENANT's address: El Prado Golf Courses  
6555 Pine Ave.  
Chino, CA 91708

to read:

TENANT's address: El Prado Development, LLC  
6555 Pine Ave.  
Chino, CA91708

3. PRIOR LESSEE is hereby released from all obligations, liabilities, duties and rights under the Sub-Lease, and LESSEE hereby accepts and agrees to perform as a direct obligation to COUNTY, all such obligations, liabilities, duties and rights under the Sub-Lease, including but not limited to such obligations, liabilities, duties and rights under the Sub-Lease which arose prior to the change of ownership.

4. 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 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 First Amendment upon request.

5. All other provisions and terms of the Sub-Lease, including the insurance specifications and requirements, shall remain the same and are hereby incorporated by reference.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

EL PRADO DEVELOPMENT, LLC

▶ *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

By *Frank Lizarraga*  
Frank Lizarraga (May 9, 2023 15:57 PDT)  
*(Authorized signature - sign in blue ink)*

Dated: MAY 23 2023  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Frank Lizarraga

Title Managing Member

By *Lynne Monell*  
Lynne Monell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy



Approved as to Legal Form  
*John Tubbs II*  
John Tubbs II (May 9, 2023 15:35 PDT)  
John Tubbs II, Deputy County Counsel  
Date May 9, 2023

Reviewed for Contract Compliance  
\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
*[Signature]*  
Lyle Ballard, Real Property Manager, RESD  
Date 5/10/23