



ORIGINAL

Contract Number

06-455 A-3

SAP Number

**San Bernardino County
Flood Control District**

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Spectrum Pacific West, LLC</u>
Contractor Representative	<u>Ben Gilmour, Area Vice President</u>
Telephone Number	<u>951-406-1601</u>
Contract Term	<u>6/1/2023 – 5/31/2028</u>
Original Contract Amount	<u>\$100,113.00</u>
Amendment Amount	<u>\$53,429.60</u>
Total Contract Amount	<u>\$153,542.60</u>
Cost Center	<u>1920002522</u>
GRC/PROJ/JOB No.	<u>38002787</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Flood Control District (“DISTRICT”), as licensor, and Time Warner Cable (“LICENSEE”), as licensee, have previously entered into a License Agreement, Contract No. 06- 455, dated June 6, 2006, as amended by the First Amendment dated January 11, 2011, and as amended by the Second Amendment dated August 19, 2014 (collectively, the “License”), wherein DISTRICT agreed to license 7780 square feet of certain real property to LICENSEE, as more specifically set forth in the License; which License expired dated September 30, 2020, and has continued on a permitted month-to-month holdover; and,

WHEREAS, by letter dated September 18, 2019, LICENSEE timely requested an extension of the License for the period October 1, 2020, through September 30, 2025; and,

WHEREAS, the DISTRICT has reduced the amount of real property licensed to LICENSEE to 3900 square feet vs. the 7780 square feet which were licensed to LICENSEE pursuant to the original License, as shown in Exhibit 1 hereto (which modifies Exhibit 1 of the License); and

WHEREAS, Paragraph 7, of the License states: “This license shall not be assigned without the express written approval of the DISTRICT.

WHEREAS, DISTRICT and LICENSEE now desire to amend the License to reflect the Licensee's change of ownership, assign the License, and extend the term of the License for the period of June 1, 2023, through May 30, 2028, following a permitted month-to-month holdover of a total of thirty-two (32) months for the period of October 1, 2020, through May 31, 2023, with DISTRICT's express consent, modify the real property square footage from 7,780 square feet to 3,900 square feet due to 3,880 square feet of Flood Control Right-of-Way being sold to Caltrans in April 2017 shown in Exhibit 1, adjust the fee schedule to reflect credit in the amount of \$5,084.97 per year for the entire five (5) year term, and to amend certain other terms of the License as more specifically set forth in this amendment ("Third Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree that the License is assigned and amended as follows:

1. CHANGE that portion of the Cover Page and all portions of the License, which references the "Licensee" as "Time Warner Cable", to read: "Spectrum Pacific West, LLC".

2. Pursuant to **Paragraph 14, HOLDING OVER**, LICENSEE shall, with DISTRICT's express consent granted herein, use the Premises on a month-to-month holdover term for a total of thirty-two (32) months for the period of October 1, 2020, through May 31, 2023, at a monthly fee amount of \$721.50 per month for a total hold-over license fee of \$23,088.

3. Effective June 1, 2023, pursuant to LICENSEE's exercise of the last extension option in **Paragraph 3, OPTION TO EXTEND TERM**, EXTEND the term of the License as provided in **Paragraph 2, TERM**, for five (5) years from June 1, 2023, through May 31, 2028 (the "Third Extended Term").

4. Effective June 1, 2023, DELETE in its entirety the existing **Paragraph 4, FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 4, FEES**:

4. FEES:

a. LICENSEE shall pay to DISTRICT the following annual fee payments in advance commencing when the Third Extended Term commences, and continuing each June 1st thereafter through the Third Extended Term, subject to an approximate four percent (4%) annual increase, as more specifically reflected and included in the amounts set forth below:

	Annual Payment	Credit Amount	New Annual Payment
June 1, 2023, thru May 31, 2024	\$ 10,296.00	\$ 5,084.97	\$ 5,211.03
June 1, 2024, thru May 31, 2025	\$ 10,707.84	\$ 5,084.97	\$ 5,622.87
June 1, 2025, thru May 31, 2026	\$ 11,136.15	\$ 5,084.97	\$ 6,051.18
June 1, 2026, thru May 31, 2027	\$ 11,581.60	\$ 5,084.97	\$ 6,496.63
June 1, 2027, thru May 31, 2028	\$ 12,044.86	\$ 5,084.97	\$ 6,959.89

5. Effective June 1, 2023, DELETE in its entirety **Paragraph 32, NOTICES**, and SUBSTITUTE therefore, the following as a new **Paragraph 32, NOTICES**:

32. NOTICES: 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 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 are required to give to the other party shall be addressed to the other party at the address set forth below. 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 personally delivered; or (ii) 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.

LICENSEE'S Address: Spectrum Pacific West, LLC
 Attn: Abraham Rodriguez
 7337 Central Ave.
 Riverside, CA 92504

DISTRICT'S Address: SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
 825 East Third Street
 San Bernardino, CA
 92415-0835 Attention:
 Flood Control Engineer

with a copy to: SAN BERNARDINO COUNTY
 Real Estate Services Department
 385 North Arrowhead Avenue,
 Third Floor
 San Bernardino, CA 92415-0180

6. This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

7. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of any conflict between the License and this Third Amendment, the terms of this Third Amendment shall control.

END OF THIRD AMENDMENT.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors
MAY 23 2023

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

By *[Signature]*
Lynna Manell
Clerk of the Board of Supervisors
San Bernardino County


LESSOR
Spectrum Pacific West, LLC
(Print or type name of corporation, company, contractor, etc.)

By ► *[Signature]*
(Authorized signature - sign in blue ink)

Name Ben Gilmour
(Print or type name of person signing contract)

Title Area Vice President
(Print or Type)

Dated: 5/15/2023

Address 10450 PACIFIC CTR CT
SAN DIEGO, CA 92121

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	►	► Lyle Ballard, Real Property Manager, RESD
Date _____	Date _____	Date _____

SAN BERNARDINO COUNTY

►

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

LESSOR

(Print or type name of corporation, company, contractor, etc.)

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

Name _____
(Print or type name of person signing contract)

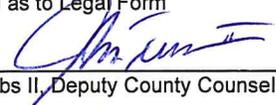
Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
John Tubbs II, Deputy County Counsel

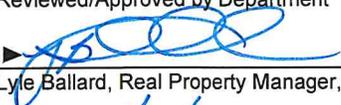
Date 5/15/23

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► 
Lyle Ballard, Real Property Manager, RESD

Date 5/8/23

