



ORIGINAL

Contract Number

17-891 A-1

SAP Number

Real Estate Services Department

Table with 2 columns: Field Name and Value. Fields include Department Contract Representative, Telephone Number, Contractor, Contractor Representative, Telephone Number, Contract Term, Original Contract Amount, Amendment Amount, Total Contract Amount, Cost Center, and GRC/PROJ/JOB No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Elizabeth A. Burkle, Trustee of the Burkle Family Trust dated November 8, 1999 ("LANDLORD"), as landlord, have previously entered into Lease Agreement, Contract No. 17-891 dated December 5, 2017 ("Lease") wherein LANDLORD leases certain premises located at 12236 California Street in Yucaipa, as more specifically described in the Lease, to the COUNTY for a term that is currently scheduled to expire on December 31, 2022; and

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease for two (2) years for the period of February 1, 2023 through January 31, 2025, following a permitted holdover for the period of January 1, 2023 through January 31, 2023, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment (the "First Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective as of February 1, 2023 unless otherwise expressly provided herein, the parties hereto agree the Lease, is amended as follows:

1. Pursuant to Paragraph 7, HOLDING OVER, County shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from January 1, 2023 through January 31, 2023 in the total amount of \$5,996.

2. EXTEND the term of the Lease as provided in Paragraph 3, TERM, for two (2) years from February 1, 2023 through January 31, 2025 (the "First Extended Term"). The parties acknowledge and agree that the existing five-year option to extend the term of the Lease pursuant to Paragraph 5, OPTION TO EXTEND TERM remains available for future exercise by the COUNTY in accordance with said paragraph.

3. DELETE in its entirety the existing **Paragraph 4.A, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A, RENT**:

4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears on or before the last day of each month, commencing when the First Extended Term commences and continuing during the First Extended Term, based on approximately 4,648 square feet of classroom and office space, subject to an approximate three percent (3%) annual increase, as more specifically reflected and included in the amounts set forth below:

February 1, 2023 – January 31, 2024	\$ 6,176.00
February 1, 2024 – January 31, 2025	\$ 6,361.00

The parties agree that approximately 3,006 square feet of playground area of the Premises provided to COUNTY under this Lease are at no additional cost to the COUNTY during the Initial Term and any extended term. The parties hereby acknowledge and affirm that, throughout the term of this Lease, rent has been and shall continue to be calculated on the approximately 4,648 square feet of office and classroom space of the Premises and that in lieu of rent for approximately 3,006 square feet of playground area of the Premises and use of the Vacant Land, the parties agree to exchange in-kind services, the value of which is set forth in **Paragraph 40, IN-KIND AND COST SHARING REPORTING**.

4. DELETE in its entirety the existing **Paragraph 39, COUNTY'S RIGHT TO TERMINATE LEASE**, and SUBSTITUTE therefore the following as a new **Paragraph 39**:

39. **RESERVED.**

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.

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6. All other terms and conditions 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.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

ELIZABETH A. BURKLE, TRUSTEE OF THE
BURKLE FAMILY TRUST DATED NOVEMBER 8,
1999

▶ *Dawn M. Rowe*
Dawn M. Rowe, Chairman, Board of Supervisors

By ▶ *Elizabeth A. Burkle*
Elizabeth A. Burkle, Trustee of the Burkle Family
Trust dated November 8, 1999

Dated: JAN 10 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

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



Dated: _____
Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *Agnes Cheng*
Agnes Cheng, Deputy County Counsel
Date 12/20/2022

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ _____
Lyte Ballard, Real Property Manager, RESD
Date _____