



Contract Number

12-171 A-3

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	
	Reche Canyon Mobile Home Estates, a California General Partnership
Contractor Representative	Scott Bessire, General Partner
Telephone Number	909-594-0501
Contract Term	3/1/2012 – 6/30/2024
Original Contract Amount	\$11,549.00
Amendment Amount	\$7,123.00
Total Contract Amount	\$18,672.00
Cost Center	1920002522
GRC/PROJ/JOB No.	38003079
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Flood Control District ("DISTRICT"), as licensor, and Reche Canyon Mobile Home Estates, a California General Partnership ("LICENSEE"), as licensee, have previously entered into a License Agreement, Contract No. 12-171, on March 1, 2012, as amended by the First Amendment on January 27, 2015, and as amended by the Second Amendment on December 5, 2017 (collectively, the "License"), wherein DISTRICT agreed to license certain real property to LICENSEE, as more specifically set forth in the License; which License expired on February 28, 2021, and has continued on a permitted month-to-month holdover; and,

WHEREAS, DISTRICT and LICENSEE now desire to amend the License to reflect a permitted month-to-month holdover of a total of four (4) months from March 1, 2021 through June 30, 2021, with DISTRICT's express consent, and following said holdover, to extend the term of the License, due to the LICENSEE's exercise of the third and final three-year option, for three (3) years from July 1, 2021 through June 30, 2024, and to amend certain other terms of the License as 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 amended as follows:

1. 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 four (4) months for the period of March 1, 2021 through June 30, 2021 at a monthly fee amount of \$79.50 per month.

2. Effective July 1, 2021, pursuant to LICENSEE's exercise of its third and final extension option in **Paragraph 4, OPTION TO EXTEND TERM**, EXTEND the term of the License as provided in **Paragraph 2, TERM**, from July 1, 2021 through June 30, 2024 (the "Third Extended Term").

3. Effective July 1, 2021, DELETE in its entirety the existing **Paragraph 3, FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 3, FEES**:

3. **FEES:**

A. LICENSEE shall pay to DISTRICT the following annual fee payments in advance commencing when the Third Extended Term commences, and continuing each July 1 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:

July 1, 2021 thru June 30, 2022 – annual fee payment of \$992.00
July 1, 2022 thru June 30, 2023 – annual fee payment of \$1,032.00
July 1, 2023 thru June 30, 2024 – annual fee payment of \$1,073.00

B. In addition to the annual fees payable pursuant to **Paragraph 3.A**, LICENSEE shall pay to the DISTRICT an annual inspection fee ("Annual Inspection Fee") in the then current amount set forth in the DISTRICT's Schedule of Fee Ordinance No. FCD 20-01 for the annual inspection of the Premises by the DISTRICT for compliance with the terms of this License without waiving any DISTRICT rights hereunder. The annual inspection fee shall be payable in advance on July 1, 2021, and on each July 1 thereafter during the Third Extended Term, including extensions thereof, if any. The DISTRICT's current Annual Inspection Fee effective for July 1, 2021 is One Thousand Two Hundred Thirty Six Dollars and 00/100 (\$1,236.00), as shown on the District's Schedule of Fee Ordinance No. FCD 20-01. The Annual Inspection Fee shall not be refunded in whole or in part to the LICENSEE in the event the License is terminated for any reason.

C. If any annual fee, any Annual Inspection Fee, or any other sums are not paid when due and payable, LICENSEE shall pay to DISTRICT an additional One Hundred and 00/100 Dollars (\$100.00) for each annual fee, Annual Inspection Fee, or other sums due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Annual fees, Annual Inspection Fees, or any other sums not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.

4. Effective July 1, 2021, DELETE in its entirety the existing **Paragraph 17, INSURANCE REQUIREMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 17, INSURANCE REQUIREMENTS**:

17. **RESERVED.**

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5. 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 FLOOD CONTROL DISTRICT

RECHE CANYON MOBILE HOME ESTATES, a California General Partnership

►
Curt Hagman, Chairman, 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
of the County of San Bernardino

By _____
Deputy

By ► _____

Name Scott Bessire

Title General Partner

Dated: _____

Approved as to Legal Form

► 
Agnes Cheng, Deputy County Counsel

Date 5/14/2021

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____
Jim Miller, Real Property Manager, RESD

Date _____