

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



Contract Number  
19-820 A2

SAP Number

## Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	David Weiner Trust
Contractor Representative	Scott Beard
Telephone Number	(909) 875-2210
Contract Term	June 24, 2021 to December 22, 2021
Original Contract Amount	\$1,299,000
Amendment Amount	
Total Contract Amount	\$1,299,000
Cost Center	1161161000
GRC/PROJ/JOB No.	
Internal Order No.	

### Briefly describe the general nature of the contract:

Second Amendment to the Purchase and Sale Agreement and Escrow Instructions for Auction Sales, Contract No. 19-820, with the David Wiener Trust, to authorize the extension of the Entitlement Period for a term not to exceed December 22, 2021, to provide the Buyer with the time necessary to complete certain entitlements for four parcels consisting of approximately 3.62 acres situated at the southeast corner of Cedar Avenue and Slover Avenue in the unincorporated Bloomington area, under contract with the David Wiener Trust resulting from a public auction held on October 30, 2019.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

▶ SEE SIGNATURE PAGE

Robert F. Messinger,  
Chief Assistant County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

▶

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ *Brandon Ocasio*

Brandon Ocasio, Manager, Acquisitions Division

Date 6/21/21

**SECOND AMENDMENT TO  
PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS  
FOR AUCTION SALES**

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Second Amendment**") is dated as of June 22, 2021 (the "**Effective Date**"), and is entered into by and between the **County of San Bernardino**, a body corporate and politic of the State of California ("**SELLER**") and the David Weiner Trust ("**BUYER**").

**RECITALS**

- A. SELLER is the owner of the fee simple interest in that certain property (APNs 0257-211-01, 02, 03 and 0257-221-01) located at 18720 Wrangler Drive in the unincorporated area of Bloomington, California consisting of approximately 3.62 acres of land, (the "**Property**"), as shown on Exhibit "A", attached hereto and made a part hereof by this reference.
- B. BUYER, the highest bidder, in accordance with California Government Code Section 25531, "Oral Bids", is able to acquire from the SELLER, the Property for the highest bid price of \$1,299,000.
- C. On December 15, 2020 BUYER and SELLER executed a First Amendment to the Purchase and Sale Agreement and Escrow Instructions to allow BUYER to extend the Entitlement Period for an additional six months to expire on June 23, 2021 ("**First Extended Entitlement Period**") upon payment of the \$300,000 Escrow Extension Deposit prior to the last day of said First Extended Entitlement Period.
- D. The parties now agree to allow BUYER an additional six-month Entitlement Period extension to expire on December 22, 2021 ("**Second Extended Entitlement Period**") at no cost.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, the SELLER and BUYER hereby agree as follows:

Section 1.     Recitals.

The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2.     Section 6 of the Agreement is amended to read as follows:

(a) As used herein, "**Close of Escrow**" means and refers to the close of Escrow for the Property and the transfer of fee title to the Property by the SELLER to the BUYER pursuant to grant deed in the form of Exhibit "C" attached hereto (the "**Deed**"). The Close of Escrow shall take place on the Closing Date. The "**Closing Date**" shall mean the date on which the conditions set forth in this Agreement for the Close of Escrow and for the transfer of the Property have been satisfied, and the Deed is recorded by the Escrow Holder. The Property shall be transferred to BUYER at the Close of Escrow; provided that, within the periods of time set forth in this Agreement: (i) BUYER has not terminated this Agreement, (ii)

SELLER is satisfied that the requirements under the California Environmental Quality Act, as amended, shall have been complied with, and (iii) all other conditions of the Close of Escrow set forth in this Agreement, including without limitation as set forth in Sections 6(b), 6(c), and 6(d) below, have been met and BUYER has paid, or caused to be paid to the Escrow Holder all applicable Escrow costs relating to such closing.

(b) The Close of Escrow shall occur on a date that is no later than fifteen (15) days after the expiration of the Entitlement Period, or if the BUYER elects to exercise its right to extend the Entitlement Period up to an additional six (6) months pursuant to Section 2(c) hereof, the Close of Escrow shall occur on a date that is no later than fifteen (15) days after the expiration of the First Extended Entitlement Period, or if the BUYER further elects to exercise its right to extend the Entitlement Period up to an additional six (6) months pursuant to Section 2(d) hereof, the Close of Escrow shall occur on a date that is no later than fifteen (15) days after the expiration of the Second Extended Entitlement Period.

(c) The BUYER may elect to extend the Entitlement Period up to an additional six (6) months (to a date that is eighteen months (18) months following the Opening of Escrow) in exchange for the BUYER's one-time payment of \$300,000.00 (Three Hundred Thousand Dollars) ("**Escrow Extension Deposit**") which amount will be paid directly to SELLER and added to the Deposit. To be effective to extend the Entitlement Period for that additional six (6) month period, BUYER shall deliver the Escrow Extension Deposit to SELLER prior to the last day of the additional six (6) month period which date is June 23, 2021, and such Escrow Extension Deposit will be non-refundable, but shall be applied toward the Purchase Price.

(d) The BUYER may further elect to extend the Entitlement Period up to an additional six (6) months (to a date that is twenty-four months (24) months following the Opening of Escrow) which date is December 22, 2021 (referred to herein as the Second Extended Entitlement Period), at no cost.

In the event all of the conditions set forth in Section 6(c) are not satisfied or waived as of the date that is fifteen (15) days following expiration of the First Extended Entitlement Period, as the same may be extended upon the terms set forth herein or as set forth in Section 17 ("**Outside Closing Date**"), BUYER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement. Likewise, in the event all of the conditions set forth in Section 6(d) are not satisfied or waived as of the Outside Closing Date, SELLER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement.

Section 3. This Second 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 Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second 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 Second Amendment upon request

Section 4. Except as otherwise amended by this Second Amendment, all terms and conditions of the Agreement remain in full force and effect.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the dates set forth below.

**BUYER:**

**DAVID WIENER TRUST**

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**COUNTY OF SAN BERNARDINO**

By:   
By: Leonard X. Hernandez  
Title: Chief Executive Officer

Date: 6/21/21

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

LYNNA MONELL,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

Michelle D. Blakemore, County Counsel  
San Bernardino County, California

By:   
Robert Messinger  
Chief Assistant County Counsel

Date: 6/21/21

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the dates set forth below.

**BUYER:**

**DAVID WIENER TRUST**

By: 

Date: 6.23.2021

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**COUNTY OF SAN BERNARDINO**

By: Leonard X. Hernandez  
Title: Chief Executive Officer

Date: \_\_\_\_\_

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

LYNNA MONELL,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

Michelle D. Blakemore, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
Robert Messinger  
Chief Assistant County Counsel

Date: \_\_\_\_\_

**ACCEPTANCE BY ESCROW HOLDER**

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing First Amendment to Purchase and Sale Agreement and Escrow Instructions (“Agreement”) and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. Escrow Holder agrees that in the event of a conflict between the Agreement and any supplemental escrow instructions executed by the parties, the Agreement shall control. The escrow number assigned for this Agreement is \_\_\_\_\_.

\_\_\_\_\_, 2021

Fidelity National Title,  
BOC License No.: \_\_\_\_\_

By: \_\_\_\_\_  
Janette DeLap, Escrow Officer