



Contract Number

98-54 A-1

SAP Number

## San Bernardino County Flood Control District

Department Contract Representative  
Telephone Number

Melissa Walker  
(909) 387-8040

Contractor  
Contractor Representative  
Telephone Number  
Contract Term

City of Highland  
Carlos Zamano  
(909) 864-8732 x254  
January 27, 1998 – January 30,  
2038

Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

Non-Financial CUA  
Non-Financial CUA  
Non-Financial CUA  
1920002522

IT IS HEREBY AGREED AS FOLLOWS:

### CITY OF HIGHLAND

#### MULTI-USE TRAIL - COMMON USE AGREEMENT - AMENDMENT NO. 1

**WHEREAS**, on March 1, 1993, the San Bernardino County Flood Control District (**DISTRICT**) and City of Highland (**CITY**) executed a Memorandum of Understanding (**MOU**), Contract No. 93-134, in which they agreed to cooperate in the development of a multi-use trail system within portions of **DISTRICT** right-of-way within the **CITY**, and

**WHEREAS**, the **MOU** provides that "individual portions of the approved conceptual plan for the trail system shall be accomplished under a separate agreement," and

**WHEREAS**, on January 27, 1998, **DISTRICT** and **CITY** executed Common Use Agreement (**CUA**) Contract No. 98-54, for a recreational multi-use community trail along segments of City Creek, between Highland Avenue and Base Line Road, and

**WHEREAS, DISTRICT and CITY** now desire to enter into this Amendment No. 1 to add the segments along City Creek from approximately 280 feet northerly of Base Line Road to approximately 450 feet southerly to Boulder Avenue, to the trail system, and

**NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:**

1. The **CUA** is hereby amended by adding the following as the sixth Recital to the **CUA**:

**WHEREAS, DISTRICT and CITY** include the trail segment along City Creek, from approximately 280 feet northerly of Base Line Road to approximately 450 feet southerly to Boulder Avenue hereinafter called "**CITY IMPROVEMENTS NO. 2**", the location of which is shown as **AREA OF COMMON USE NO. 2** on the attached map marked as **Exhibit "C"**, and which improvements are also shown on attached plans, marked as **Exhibit "D"**. The **CUA** is hereby amended to attach **Exhibit C** and **Exhibit D** as if originally set forth therein.

2. **DISTRICT and CITY** agree that all terms and conditions of the existing **CUA** shall also apply to **CITY IMPROVEMENTS NO. 2**, located within **AREA OF COMMON USE NO. 2**.
3. The definitions of **CITY IMPROVEMENTS** and **AREA OF COMMON USE** used in the **CUA** are hereby amended to include **CITY IMPROVEMENTS NO. 2**, and **AREAS OF COMMON USE NO. 2**, defined herein.
4. **Section 10 of the CUA is hereby deleted and replaced with the following:**

**10.** The term of this Agreement shall be from January 27, 1998, to January 30, 2038. The initial term may be extended by the mutual written agreement of the Parties for successive five (5) year terms at the end of the initial term and each extended term. Either Party may terminate this Agreement upon one (1) year written notice to the other Party.

5. The Parties agree that this Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment No. 1 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 1. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (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 Amendment No. 1 upon request.
6. Unless amended as set forth herein, all terms and conditions of the **CUA**, as previously amended, shall remain unchanged and in full force and effect.
7. This Amendment No. 1 shall take effect on the date it is signed by both Parties.

IN WITNESS WHEREOF, this Amendment No. 1 has been fully executed on behalf of DISTRICT and CITY by their duly authorized representatives.

**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT**

►

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

By \_\_\_\_\_

Deputy

**CITY OF HIGHLAND**

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

By ►

(Authorized signature - sign in blue ink)

Name Penny Lilburn

(Print or type name of person signing contract)

Title Mayor

(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

*Sophie Akins*

Sophie A. Akins, Deputy County Counsel

Date 8-30-21

Reviewed for Contract Compliance

►

Andy Silao, P.E., Chief - Contracts

Date \_\_\_\_\_

Reviewed/Approved by District

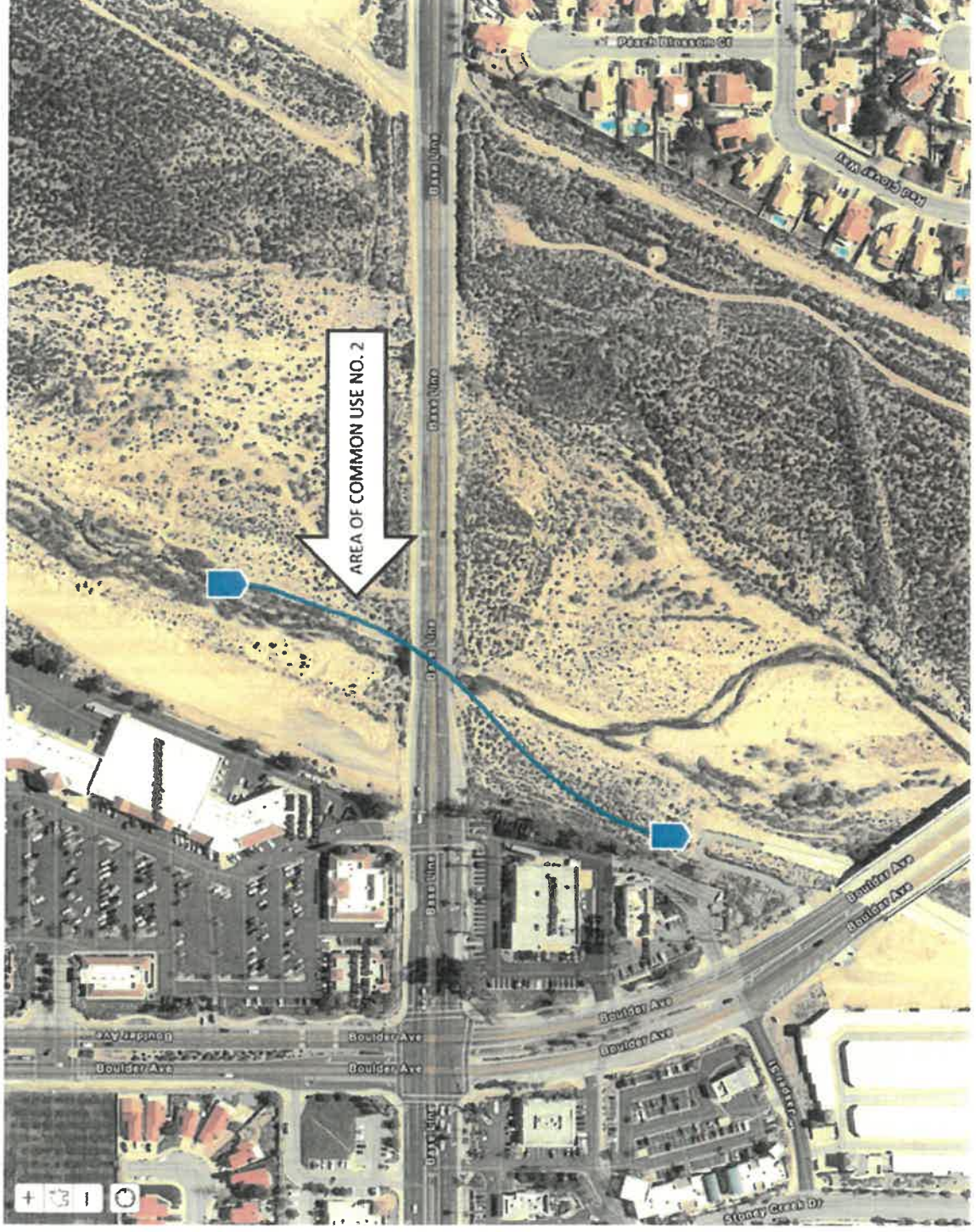
►

Brendon Biggs, Chief Flood Control Engineer

Date \_\_\_\_\_

## EXHIBIT C

### Highland CUA Amendment No. 1 Map





# EXHIBIT D

## City of Highland

### City Creek Improvement Plans

