



Contract Number

04-427 A7

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of Grand Terrace
Contractor Representative	Konrad Bolowich, City Manager
Telephone Number	909-824-6621 x 240
Contract Term	6/1/2004 – 10/31/2031
Original Contract Amount	\$386,923
Amendment Amount	\$343,780
Total Contract Amount	\$730,703
Cost Center	7810001000
GRC/PROJ/JOB No.	6000 1937
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of Grand Terrace ("LANDLORD"), as landlord, entered into Lease Agreement Contract No. 04-427 dated May 25, 2004, as amended by the First Amendment dated April 21, 2009, the Second Amendment dated May 17, 2011, the Third Amendment dated May 21, 2013, the Fourth Amendment dated April 21, 2015, the Fifth Amendment dated May 22, 2018, and the Sixth Amendment dated June 22, 2021 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 22795 Barton Road, Grand Terrace, CA, as more specifically described in the Lease, to the COUNTY for a term that expired on June 30, 2024, and is currently on a month-to-month holdover; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of six (6) years from November 1, 2025, through October 31, 2031, update the rental rate schedule, update the one three-year option to a one five-year option to extend and amend certain other terms of the Lease as set forth in this amendment (the "Seventh Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Pursuant to Lease **Paragraph 7, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of July 1, 2024, through October 31, 2025, in the total amount of \$31,360 calculated as \$1,960 per month.

2. Effective November 1, 2025, DELETE in its entirety the existing **Paragraph 3., TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3., TERM** which shall read as follows:

3. TERM: The term of the Lease is extended for six (6) years for the period of November 1, 2025, through October 31, 2031 ("Seventh Extended Term").

3. Effective November 1, 2025, DELETE the existing **Paragraph 4.A, RENT** and SUBSTITUTE therefore the following as a new **Paragraph 4.a, RENT** which shall read as follows:

4. RENT:

a. COUNTY shall pay to Landlord the following monthly rental payments in arrears on the last day of each month, commencing when the Seventh Extended Term commences, the amounts as specifically set forth below:

Lease Year	Monthly Rent
November 1, 2025 – October 31, 2026	\$4,025
November 1, 2026 – October 31, 2027	\$4,146
November 1, 2027 – October 31, 2028	\$4,270
November 1, 2028 – October 31, 2029	\$4,398
November 1, 2029 – October 31, 2030	\$4,530
November 1, 2030 – October 31, 2031	\$4,666

4. Effective November 1, 2025, DELETE in its entirety **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore a new **Paragraph 5, OPTION TO EXTEND TERM**, which shall read as follows:

5. OPTION TO EXTEND TERM: LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions except for the monthly rent, for one (1) five-year period (an "Extended Term"), which options may be exercised following expiration of the Seventh Extended Term by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 7, "HOLDING OVER."** The monthly rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

5. This Seventh 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 Seventh Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Seventh 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 Seventh Amendment upon request.

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

END OF SEVENTH AMENDMENT.

SAN BERNARDINO COUNTY

CITY OF GRAND TERRACE

►

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

By ►

(Authorized signature - sign in blue ink)

Name Konrad Bolowich

Title: City Manager

Dated: _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

John Tubbs II, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

John Gomez, Real Property Manager, RESD

Date _____