



Contract Number

21-05 A1

SAP Number

Real Estate Services Department

Department Contract Representative Terry W. Thompson, Director
Telephone Number (909) 387-5000

Contractor Town of Apple Valley
Contractor Representative Douglas B. Robertson, Town Manager
Telephone Number (760) 240-7000
Contract Term 1/5/2021 to 1/4/2029
Original Contract Amount \$228,012.00
Amendment Amount \$334,968.00
Total Contract Amount \$562,980.00
Cost Center 7810001000
GRC/PROJ/JOB No. 82004119
Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and The Town of Apple Valley ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 21-05 ("Lease"), wherein LANDLORD leases certain premises located at 14955 Dale Evans Parkway, Apple Valley, CA 92307, as more specifically described in the Lease, to the COUNTY for a term that is currently scheduled to expire on January 4, 2025; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the parties' agreement to extend the term following the expiration of the existing term of the Lease for four (4) years for the period of January 5, 2025, through January 4, 2029, by the COUNTY's exercise of an existing four (4)-year extension option, add one (1) additional four-year option, adjust the rental rate schedule, update the square footage from 2,088 to 2,238 square feet, 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 January 5, 2025, unless otherwise expressly provided herein, the parties agree the Lease is amended as follows:

1. Effective January 5, 2025, DELETE in its the existing **Paragraph 2.A. PREMISES LEASED** and SUBSTITUTE therefore the following as a new **Paragraph 2.A. PREMISES LEASED**:

2. Premises Leased:

A. LANDLORD leases to COUNTY and COUNTY leases from LANDLORD certain premises comprising approximately 2,238 square feet of space ("Premises"), situated on a portion of the leasable area on the first floor of the building ("Building") located on real property ("Property") with an address of 14955 Dale Evans Parkway, Apple Valley, CA 92307. The Premises is more particularly depicted in Exhibit "A-1", Premises, attached hereto and incorporated herein by reference.

2. Effective January 5, 2025, pursuant to **Paragraph 5, OPTION TO EXTEND LEASE TERM**, exercise four-year term extension, DELETE in its entirety the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM**:

3. **TERM:** The term of the Lease is extended for four (4) years, commencing on January 5, 2025, and expiring on January 4, 2029 (the "First Extended Term"), unless earlier terminated in accordance with this Lease.

3. Effective January 5, 2025, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:**

A. Commencing on January 5, 2025, COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears not later than the last day of each month, and continuing during the First Extended Term, based on approximately 2,088 square feet of leased space, subject to an approximate two percent (2%) annual increase, as more specifically reflected and included in the amounts set forth below:

January 5, 2025, to January 4, 2026 – monthly rental amount of	\$6,773.00
January 5, 2026, to January 4, 2027 – monthly rental amount of	\$6,908.00
January 5, 2027, to January 4, 2028 – monthly rental amount of	\$7,046.00
January 5, 2028, to January 4, 2029 – monthly rental amount of	\$7,187.00

The parties agree that all parking spaces provided under this Lease are at no additional cost to the COUNTY during the Initial Term and any extended term.

B. Rent and other payments for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process payments.

4. Effective January 5, 2025, DELETE the existing **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 5, OPTION TO EXTEND TERM**:

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) four-year period ("Second Extended Term") following the expiration of the current 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 rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

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 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 First Amendment, the terms and conditions of this First Amendment shall control.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

TOWN OF APPLE VALLEY

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

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

Name Douglas B. Robertson

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Town Manager

By _____
Deputy

Dated: _____

Address 14955 Dale Evans Parkway
Apple Valley, Ca 92307

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
►

Lyle Ballard, Real Property Manager, RESD
Date _____

EXHIBIT "A-1" – PREMISES

