

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

LICENSE AGREEMENT

LICENSOR: Hesperia Venture I, LLC
John Ohanian
10410 Roberts Road
Calimesa, CA 92320

DISTRICT: San Bernardino County Fire Protection District
Attn: Fire Chief
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415

PREMISES: Approximately 850 acres of unimproved land, comprising portions of APNs 039704128, 039704130, and 039704129, located south and east of Los Flores Road and the California Aqueduct in the City of Hesperia, San Bernardino County, State of California.

TERM OF LICENSE: April 22, 2024, through May 10, 2024

COMMENCEMENT DATE OF LICENSE: April 22, 2024

CONTRACT NO.

REV.

TYPED:

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EXHIBIT "1" Premises

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EXHIBIT "3" Campaign Contribution Disclosure (SB 1439)

LICENSE AGREEMENT

This license agreement ("License") is made and entered into by and between the San Bernardino County Fire Protection District, hereinafter designated as "DISTRICT," and Hesperia Venture I, LLC hereinafter called "LICENSOR".

WITNESSETH

WHEREAS, LICENSOR owns unimproved land located south and east of Los Flores Road and the California Aqueduct in Hesperia, CA, comprising APNs 039704128, 039704130, 039704129, 035717110, 035717123, and 035717116 ("Property"),

WHEREAS, DISTRICT desires to use a portion of the Property, comprising approximately 850 acres, consisting of portions of APNs 039704128, 039704130, and 039704129 ("Premises"), as shown in Exhibit "1" attached hereto and incorporated herein, to hold a training event known as the 2024 Dozer Academy and Wildfire Training ("Training Event") to be held from April 22, 2024, through May 10, 2024.

WHEREAS, the parties desire to enter into this License for the DISTRICT's use of the Premises on the terms and conditions set forth herein; and,

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree to the following:

COVENANTS AND AGREEMENTS:

- PREMISES:** The LICENSOR hereby permits DISTRICT and its employees and Training Event participants to use the Premises for the purpose of conducting the Training Event, which shall include, but is not limited to field exercises, heavy fire equipment exercises, and live fire training along with the use of all necessary vehicles, machinery, equipment and supplies thereon, including but not limited to fire engines and bulldozers. DISTRICT and Training Event participants shall have access to the Premises through the existing roads on the Property.
- TERM:** The term of the License shall be for nineteen (19) days, commencing on April 22, 2024, through May 10, 2024.
- FEES:** No monetary fee(s) shall be payable by DISTRICT to the LICENSOR for the DISTRICT's use of the Premises for the Term. LICENSOR acknowledges and agrees that the consideration for this License is the reduction of hazardous fuels and fire protection of the Premises as a result of the Training Event, which will remove vegetation, eliminate dead or dying vegetation, and cut fire lines.
- ASSIGNMENT:** This License shall not be assigned without the express written approval of the LICENSOR.
- LICENSOR'S ACCESS TO PREMISES:** Upon providing not less than 24 hours prior written notice to the DISTRICT's Incident Commander then present at the Premises, LICENSOR reserves the right to enter upon the Premises for the purpose of inspecting the Premises for conformance to License, provided that such entry is at a date and time mutually agreed between LICENSOR and the DISTRICT's Incident Commander, LICENSOR is at all times escorted by DISTRICT for the duration of such entry, and LICENSOR executes DISTRICT's standard release form prior to such entry.

6. **DAMAGE PROVISION:**

A. LICENSOR acknowledges and agrees that the Training Event to be conducted on the Premises will result in disturbance of the ground and soils and the burning, damage, or destruction of the vegetation thereon, including, but not limited to ground coverings, grass and weeds, except as set forth in Paragraph 6B. Notwithstanding such disturbance, damage, or destruction, the LICENSOR further acknowledges and agrees that DISTRICT shall leave the Premises in its AS-IS condition at the end of the Term without any obligation whatsoever to repair or restore any such disturbance, damage, or destruction that occurs to the Premises or to clean-up any debris as a result of the Training Event.

B. DISTRICT agrees that it will not damage or destroy any existing Joshua Trees located on the Premises. To the extent that such damage or destruction occurs and is caused by DISTRICT, DISTRICT shall restore or replace the affected Joshua Tree at the Premises to the condition it substantially existed as of the commencement of this License. The parties shall coordinate to document the existing Joshua Trees on the Premises.

7. **LICENSES AND CERTIFICATIONS:** DISTRICT agrees that it will acquire and maintain those certifications, licenses, approvals and permits required by any Federal, State or local jurisdiction or authority for its use under this License.

8. **INDEMNIFICATION:**

A. DISTRICT agrees to indemnify and hold harmless the LICENSOR, its officers, employees, agents and volunteers from any and all liability for injury to persons and damage to property arising out of any negligent act or omission of the DISTRICT, its officers, employees, agents or volunteers in connection with the Property. .

9. **Reserved.**

10. **Reserved.**

11. **TAXES, ASSESSMENTS AND LICENSES:** LICENSOR understands Section 107 of the California Revenue and Taxation Code and is solely responsible for determining tax consequences, if any, of licensing to DISTRICT its use of the Premises. DISTRICT has no obligation to LICENSOR under this provision.

12. **TERMINATION:** DISTRICT may terminate this License at any time during the Term by giving the LICENSOR written notice of any termination pursuant to this paragraph at least 24 hours prior to the effective date of termination.

13. **WAIVERS:** No waiver by either party of any provisions of this License shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

14. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

15. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold such consent or approval.

16. **EXHIBITS:** All exhibits referred to are attached to this license and incorporated by reference.
17. **LAW:** This License shall be construed and interpreted in accordance with the laws of the State of California.
18. **CAPTIONS AND COVER PAGE:** The paragraph captions and the cover page of this License shall have no effect on its interpretations.
19. **SEVERANCE:** If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this License, and all such other provisions shall remain in full force and effect provided, however, that the purpose of the License is not frustrated. It is the intention of the parties hereto that if any provision of this License is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
20. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, or any other person shall be in writing and either served personally, delivered by reputable overnight courier, or sent by prepaid, first-class mail, certified or registered with return receipt requested. Any such notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed delivered upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested.

DISTRICT's address: San Bernardino County Fire Protection District
 Attn: Fire Chief
 157 W. 5th Street, 2nd Floor
 San Bernardino, CA 92415Real Estate Services Department

With a copy to : Real Estate Services Department
 385 North Arrowhead Avenue, Third Floor
 San Bernardino, CA 92415-0180

LICENSOR's address: Hesperia Venture I, LLC
 John Ohanian
 P.O. Box 401907
 Hesperia, CA 92340

21. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this License, will survive the termination of this license.

22. **FORMER DISTRICT OR COUNTY OFFICIALS:** DISTRICT agrees to provide or has already provided information on former DISTRICT or COUNTY administrative officials (as defined below) who are employed by or represent LICENSOR. The information provided includes a list of former DISTRICT or COUNTY administrative officials who terminated DISTRICT or COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of LICENSOR. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of LICENSOR. For purposes of this provision, "DISTRICT administrative official" or "COUNTY administrative official" is defined as a member of DISTRICT or COUNTY Board of Supervisors or such officer's staff, DISTRICT or COUNTY Administrative Officer or member of such officer's staff, DISTRICT or COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "2", List of Former DISTRICT or COUNTY Officials.)

23. **MATERIAL MISREPRESENTATION:** If during the course of the administration of this license, the LICENSOR determines that the DISTRICT has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the LICENSOR, this license may be immediately terminated. If this license is terminated according to this provision, the DISTRICT is entitled to pursue any available legal remedies.

24. **INTERPRETATIONS:** As this agreement was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

25. **AUTHORIZED SIGNATORS:** Both parties to this license represent that the signators executing this document are fully authorized to enter into this agreement.

26. **ATTORNEY'S FEES AND COST:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against the DISTRICT

27. **COUNTERPARTS:** This agreement 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 agreement. The parties shall be entitled to sign and transmit an electronic signature of this agreement (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 agreement upon request.

28. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LICENSOR has disclosed to the COUNTY using Exhibit "3" - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Directors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Directors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Directors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this contract, the LICENSOR will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Directors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LICENSOR or by a parent, subsidiary or otherwise related business entity of LICENSOR.

END OF LICENSE AGREEMENT.

DISTRICT: SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

LICENSOR: HESPERIA VENTURE I, LLC

By: _____
Dawn Rowe, Chair
Board of Directors

By: _____
John Ohanian

Title: General Manager

Date: _____

Date: _____

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

LYNNA MONELL, Secretary of the Board of
Directors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
John Tubbs II, Deputy County Counsel

Date: _____

EXHIBIT "1" –PREMISES

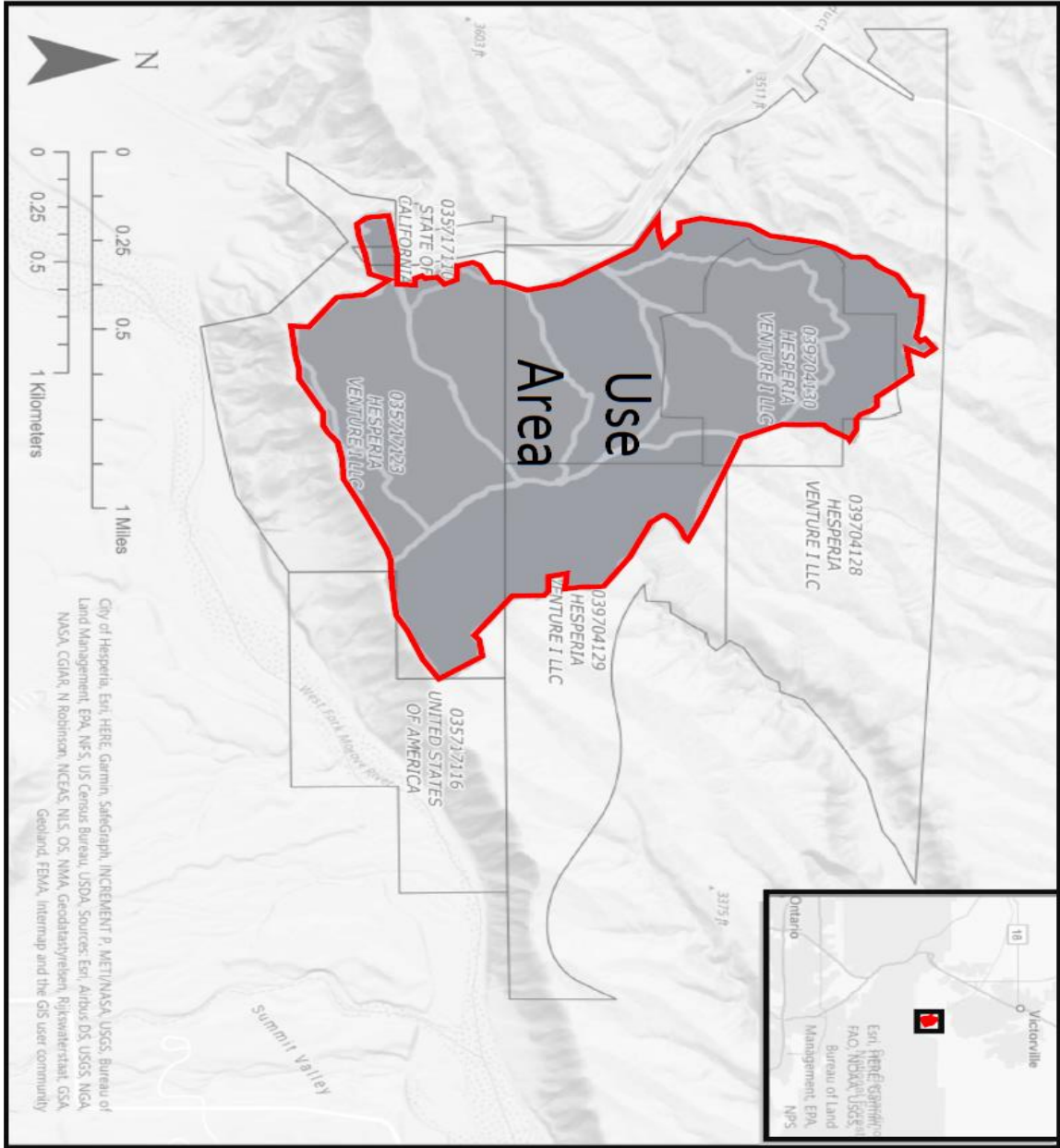


EXHIBIT "2"

LIST OF FORMER DISTRICT OR COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former DISTRICT and COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY or DISTRICT, the date the Official terminated DISTRICT or COUNTY employment, the Official's current employment and/or representative capacity with the LICENSOR, the date the Official entered LICENSOR's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

LICENSOR hereby certifies the information it has provided in this Exhibit "2" is true, complete, and accurate.

LICENSOR:

By: _____
(Name)

Title: _____

Date: _____



EXHIBIT "3"
Campaign Contribution Disclosure
(Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Directors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Directors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

LICENSOR must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of LICENSOR: *Hesperia Ventura 1, LLC*

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

John Ohanian

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

Schlogel Capital

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
<i>N/A</i>	

6. Name of agent(s) of LICENSOR:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<i>N/A</i>		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
<i>N/A</i>		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Directors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10. Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer:

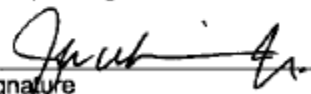
Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, LICENSOR certifies that the statements made herein are true and correct. LICENSOR understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Directors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.


Signature

3/28/24
Date

John W. Ohanian
Print Name

Hesperia Venture 1, LLC
Print Entity Name, if applicable