

**AMENDMENT NO. 2
TO ASSIGNMENT AND ASSUMPTION
AGREEMENT NO. 22-1002741**

FOR

CEDAR AVENUE OVERPASS AGREEMENT

(SAN BERNARDINO COUNTY)

THIS AMENDMENT No. 2 is made and entered into by and between San Bernardino County (“County”) and the San Bernardino County Transportation Authority (“Authority”). The County and the Authority may be referred to herein as a “Party” and collectively “Parties.”

RECITALS:

- A. The Parties entered into Assumption and Assignment Agreement No. 22-1002741 (“Assumption Agreement”) on June 1, 2022, for the assignment to, and assumption by, the Authority of a portion of the County’s rights and obligations under the Public Highway Overpass Agreement for Cedar Avenue (“Overpass Agreement”) executed on May 16, 2022, between the County and Union Pacific Railroad Company (“Railroad”).
- B. On May 20, 2025, the Parties executed Amendment No.1 to the Assumption Agreement to extend the Temporary Construction Easement under Section 2, paragraph 2 of the Overpass Agreement, increasing the cost for the Temporary Construction Easement from \$133,000 to \$222,000, based on a 2-year extension period.
- C. Due to delays related to the reconstruction of the Cedar Avenue Railroad Overpass Structure, the Authority anticipates an increase in Railroad’s project management and inspection cost.
- D. The Parties now desire to amend the Assumption Agreement to increase the cost for the work to be performed by Railroad from \$555,000 to \$2,178,600.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE ASSUMPTION AGREEMENT AS FOLLOWS:

- 1. RECITAL C, is revised and restated in its entirety to read as follows:

“The right of way granted by Railroad to the County under the terms of the Original Agreement is insufficient to allow for the reconstruction and maintenance of the Structure. Therefore, pursuant to the terms of the Overpass Agreement, Railroad grants to the County the additional permanent and temporary rights necessary to construct, maintain the Structure and the slope area in support of the Structure, for and in consideration in the amounts of \$287,000 and \$222,000, respectively, as well as an estimated \$2,178,600 in work to be

performed by the Railroad, for an estimated total of \$2,687,600 the costs of which shall be borne exclusively by the Authority.”

2. ARTICLE 3, is revised and restated in its entirety to read as follows:

“The Authority shall be solely responsible for the costs necessary for the additional permanent and temporary property rights, and construction and maintenance rights to construct and maintain the structure in the amounts of \$287,000 and \$222,000, respectively, as well as work to be performed by Railroad associated with the Project in the estimated amount of \$2,178,600, for an estimated total of \$2,687,600 and as set forth in the Overpass Agreement.”

3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 2, all other provisions of the Assumption Agreement, including all previous amendments, shall remain in full force and effect and are incorporated herein by this reference.
5. The Amendment No. 2 is effective upon execution by both Parties.
6. This 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 Amendment. The Parties shall be entitled to sign and transmit an electronic signature of this 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 Amendment upon request.

-----SIGNATURES ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 below.

SAN BERNARDINO COUNTY

By: _____
Dawn M. Rowe
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:

By: _____
Aaron Gest
Deputy County Counsel

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Carolyn Schindler
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____