



**Contract Number**

96-825 A-8

**SAP Number**

ORIGINAL

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5252
<b>Contractor</b>	A.H. Reiter Development Company, a California general partnership
<b>Contractor Representative</b>	August H. Reiter, III, General Partner
<b>Telephone Number</b>	909-980-1643
<b>Contract Term</b>	10/1/1996 – 11/30/2022
<b>Original Contract Amount</b>	\$1,675,080.00
<b>Amendment Amount</b>	\$275,724.00
<b>Total Contract Amount</b>	\$1,950,804.00
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	65001259
<b>Internal Order No.</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and A.H. Reiter Development Company, a California general partnership ("LANDLORD"), as landlord, have entered into Lease Agreement, Contract No. 96-825 dated September 10, 1996, as amended by the First Amendment dated November 27, 2001; the Second Amendment dated December 2, 2003; the Third Amendment dated August 16, 2005; the Fourth Amendment dated August 21, 2007; the Fifth Amendment dated September 14, 2010; the Sixth Amendment dated September 10, 2013; and the Seventh Amendment dated November 15, 2016 (collectively, the "Lease"), wherein LANDLORD leases certain premises comprising approximately 3,700 square feet located at 9507 Arrow Route, Suite A, Building 7 in Rancho Cucamonga, CA to the COUNTY for a term that is currently scheduled to expire on November 30, 2019; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the COUNTY's exercise of its sole three-year option extending the term of the Lease through November 30, 2022, and to amend certain other terms of the Lease as set forth in this amendment (the "Eighth 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. Effective December 1, 2019, pursuant to **Paragraph 5, OPTION TO EXTEND TERM**, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for three (3) years from December 1, 2019 through November 30, 2022 (the "Eighth Extended Term").

2. Effective December 1, 2019, DELETE in its entirety the existing **Paragraph 4.A. RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A. RENT**:

4. **RENT**:

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears by no later than the last day of each month, commencing when the Eighth Extended Term commences and continuing during the Eighth Extended Term, subject to an approximate two percent (2%) annual increase, as more specifically reflected and included in the amounts set forth below:

December 1, 2019 thru November 30, 2020 – monthly payments of \$7,511.00

December 1, 2020 thru November 30, 2021 – monthly payments of \$7,659.00

December 1, 2021 thru November 30, 2022 – monthly payments of \$7,807.00

3. Effective December 1, 2019, DELETE in its entirety the existing **Paragraph 7, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 7, HOLDING OVER**:

7. **HOLDING OVER**: In the event the COUNTY shall hold over and continue to occupy the Premises after the expiration or earlier termination of this Lease with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions of this Lease, including but not limited to the monthly rent as existed and prevailed at the time of the expiration of the term or the earlier termination of this Lease. Notwithstanding anything to the contrary in **Paragraph 39, COUNTY'S RIGHT TO TERMINATE LEASE**, either party shall have the right to terminate the Lease with not less than ninety (90) days prior written notice to the other party during any holdover tenancy.

4. Effective December 1, 2019, DELETE in its entirety **Paragraph 24, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 24, NOTICES**:

24. **NOTICES**:

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, including but not limited to notices required under the California unlawful detainer statutes or any other person, shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any 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. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if such notice is personally delivered; (ii) the date of delivery or refusal to accept delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested, provided that in all of the foregoing instances, any notices received after 5 pm local time on a business day shall be deemed delivered on the immediately following business day.

LANDLORD'S Address: A.H. Reiter Development Company  
9650 Business Center Drive  
Rancho Cucamonga, CA 91730

COUNTY'S Address: County of San Bernardino  
Real Estate Services Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0180

B. If, at any time after the Commencement Date, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the real property on which the Premises is situated to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the real property on which the Premises is situated, LANDLORD and the new owner shall provide COUNTY with evidence of completion of transfer, in which case, the new owner and COUNTY shall document by written amendment said change of ownership. In addition, the new owner shall, within five (5) days of acquiring the Property, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 17, INSURANCE REQUIREMENTS AND SPECIFICATIONS**. The COUNTY's RESD Director shall have the authority, on behalf of COUNTY, to execute a COUNTY standard amendment to this Lease with any new owner solely for the purposes of reflecting any changes in the legal ownership of the real property on which the Premises is situated and to update the LANDLORD's notice address in the Lease. The new owner acknowledges and agrees new owner's execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new owner.

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5. 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 Eighth Amendment, the terms of this Eighth Amendment shall control.

END OF EIGHTH AMENDMENT.

COUNTY OF SAN BERNARDINO

► Curt Hagman  
Curt Hagman, Chairman, Board of Supervisors

Dated: 10-8-19  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD.

By Lynna Monell  
Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
Deputy

A.H. REITER DEVELOPMENT COMPANY, A  
CALIFORNIA GENERAL PARTNERSHIP

By ► (Authorized signature - sign in blue ink)

Name August H. Reiter III

Title General Partner

Dated: 7.11.2019

Address 9650 Business Center Drive  
Rancho Cucamonga, CA 91730

FOR COUNTY USE ONLY

Approved as to Legal Form  
► Agnes I. Cheng  
Agnes I. Cheng, Deputy County Counsel  
Date 9/9/19

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► Jim Miller  
Jim Miller, Real Property Manager, RESD  
Date 9-23-19