

SAN BERNARDINO COUNTY

LICENSE AGREEMENT

LICENSEE: County Service Area 70, Zone CG (Cedar Glen)
P.O. Box 5004, 12402 Industrial Blvd. Suite D-6
Victorville, CA 92393-5004

DISTRICT: County Service Area 70, Zone D-1
222 W Hospitality Lane, Second Floor
San Bernardino, CA 92415

PREMISES: A total of 1,732 square feet of office and storage space comprised of: 240 square feet of shared office space, 288 square feet of exterior lot storage space, 324 square feet of interior garage storage space and 880 square feet of interior warehouse space located at 29419 Torrey Road, Lake Arrowhead

TERM OF LICENSE: Ten years with one (1) Ten-year option

COMMENCEMENT DATE OF LICENSE: September 1, 2026

CONTRACT NO.

REV. 11/28/2012

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LICENSE AGREEMENT

This License ("LICENSE") is made between the County Service Area 70, Zone D-1 ("DISTRICT"), and County Service Area 70, Zone CG (Cedar Glen) ("LICENSEE"),

WITNESSETH

WHEREAS, the DISTRICT owns the entire real property located at 29419 Torrey Road, Lake Arrowhead ("Premises"); and,

WHEREAS, the LICENSEE desires to obtain a license for the use of office and storage space; and,

WHEREAS, DISTRICT will terminate the current license agreement No. 13-431, which was in a permitted month-to-month holdover for fifty (50) months from July 1, 2023 through August 31, 2026; and

WHEREAS, DISTRICT and LICENSEE now desire to enter into a license agreement for the use of the Premises, terminating and replacing the current license agreement No. 13-431.

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

COVENANTS AND AGREEMENTS

1. **PARTIES:** This License ("LICENSE") is made between the County Service Area 70, Zone D-1 ("DISTRICT"), and County Service Area 70, Zone CG (Cedar Glen) ("LICENSEE").
2. **PREMISES AND USE:** DISTRICT grants to LICENSEE and LICENSEE accepts from DISTRICT a non-exclusive license for the use of a total of 1,732 square feet of office and storage space comprised of: 240 square feet of shared office space, 288 square feet of exterior lot storage space, 324 square feet of interior garage storage space and 880 square feet of interior warehouse space located at 29419 Torrey Road, Lake Arrowhead ("Premises"), as described in Exhibit "A", Premises Specifications.
3. **TERM:** The term of said license shall be ten (10) years duration commencing on September 1, 2026 and ending on August 31, 2036 ("initial term").
4. **FEES:** No fee is payable by LICENSEE to DISTRICT for the use of the Premises.
5. **OPTION TO EXTEND TERM:** DISTRICT gives LICENSEE the option to extend the term of the LICENSE on the same provisions and conditions, for one (1) ten-year period ("extended term") following expiration of the Initial Term, and shall renew automatically.
6. **RETURN OF PREMISES:** The LICENSEE agrees that it will, upon the termination of this LICENSE, return the Premises in substantially the same condition as received, reasonable wear and tear excepted.
7. **ASSIGNMENT AND SUBLETTING:** LICENSEE shall not voluntarily assign or encumber its interest in this LICENSE or in the Premises or any options contained in this LICENSE or sublicense, all or any part of the Premises, or allow any other person or entity (except LICENSEE's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining DISTRICT's consent. Any assignment, encumbrance, or sublicense without DISTRICT's consent shall be voidable and, at DISTRICT's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
8. **DISTRICT'S ACCESS TO PREMISES:**

A. DISTRICT, or a duly authorized representative of the DISTRICT, reserves the right to enter upon the Premises at any reasonable time for the purpose of inspecting the Premises for conformance to

license provisions and for carrying out any routine and emergency maintenance or construction repair work on the DISTRICT'S facilities that DISTRICT may deem expedient nor shall said DISTRICT be liable for damages to LICENSEE's Facilities as a result thereof.

B. DISTRICT's activities shall take precedence at all times, and when any work or activity must be performed to carry out the functions and purposes of the DISTRICT, LICENSEE must allow same to be done without interference. DISTRICT shall give LICENSEE reasonable notice of impending activities whenever possible.

9. **MAINTENANCE/REPAIRS:**

A. DISTRICT at its cost shall perform such inspections, maintenance and repairs as are necessary to ensure that all portions of the Premises, including but not limited to the following, are at all times in good repair and safe condition:

(1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass doors), subflooring, and roof; and,

(2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the system owned or controlled by DISTRICT lying outside the Premises; and,

(3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the premises; and,

(4) Heating, ventilation and air conditioning (HVAC) systems servicing the Premises; and,

(5) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora; and,

(6) The servicing of fire extinguishers or any other fire suppression equipment attached to the facility; and,

(7) DISTRICT and LICENSEE shall share all interior maintenance and janitorial services. Janitorial services shall be performed in a workman-like manner. All interior maintenance and janitorial services shall be performed at a time and in a manner that will cause the least possible inconvenience, annoyance, or disturbance to either party.

10. **UTILITIES:** DISTRICT shall furnish to the Premises and pay all service charges and related taxes for electric, gas, water, sewer, trash, fire alarm service and all other utilities. LICENSEE shall furnish and pay for its own telephone service including pay telephones.

11. **ALTERATIONS:** LICENSEE shall not make any structural or exterior improvements or alterations to the Premises without DISTRICT's consent. Any such alterations shall remain on and be surrendered with the Premises on expiration or termination of the LICENSE.

12. **SIGNS:** LICENSEE shall not erect, maintain, or display any signs or other forms of advertising upon the Premises without first obtaining the written approval of DISTRICT, which approval shall not be unreasonably withheld.

13. **FIXTURES:**

A. Any alterations, improvements or installation of fixtures to be undertaken by LICENSEE shall have the prior written consent of DISTRICT after LICENSEE has submitted proposed plans for such alteration, improvements or fixtures to DISTRICT in writing.

B. LICENSEE may install non-structural shelving, fixtures, and improvements which shall remain the property of the LICENSEE, provided however, that LICENSEE shall restore the Premises to the condition as it existed at the commencement of this License, reasonable wear and tear excluded, or the LICENSEE in its sole discretion may elect to surrender all or any part of such shelving, fixture, improvements and alterations to the DISTRICT, in which case LICENSEE shall have no duty to restore the Premises. Any such election to surrender must be in writing.

14. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:** As a condition precedent to the existence of this LICENSE, DISTRICT, at its sole expense will ensure the Premises meet the applicable requirements of all Health, Safety, Fire and Building Codes, statutes, regulations and ordinances for public and governmental buildings, including any requirements for a notice of completion, certificate of occupancy, California Title 24 requirements and the Americans with Disabilities Act ("ADA"). Specifically, DISTRICT must ensure there is an accessible path of travel from public transportation to the Premises pursuant to Title 24. Additionally, DISTRICT warrants that any improvements on or in the Premises which have been constructed or installed by DISTRICT or with DISTRICT's consent or at DISTRICT's direction shall comply with all applicable covenants or restrictions of record and applicable Codes, statutes, regulations and ordinances in effect on the Commencement Date. DISTRICT also warrants to LICENSEE that DISTRICT has no knowledge of any claims having been made by any governmental agency that a violation or violations of applicable Codes, statutes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date. Should the continued occupancy of the Premises be in any way prejudiced or prevented due to changes in the ADA or the Health, Safety, Fire and Building Codes, statutes, regulations or ordinances for public and governmental buildings, the DISTRICT shall correct, update and comply with said changes at DISTRICT's cost.

15. **DEFAULT AND RIGHT TO TERMINATE:**

A. If LICENSEE should fail to perform, keep or observe any of the terms, conditions or covenants as set forth in this license, other than payment of fees as provided hereinabove, DISTRICT may give LICENSEE written notice to correct such condition or cure such default.

(1) This license will not be terminated if within thirty (30) days after receipt of such written notice, the LICENSEE shall cure the condition or default.

(2) If such condition or default should continue for thirty (30) days after receipt of written notice of default, DISTRICT may at its option elect to terminate this license. Such election to terminate shall not be construed as a waiver of any claim the DISTRICT may have against LICENSEE, consistent with such termination.

(3) If, however, LICENSEE shall have commenced the elimination of such default within thirty (30) days after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction.

B. If, however, in the sole discretion of DISTRICT, the problem represents a hazard or emergency, LICENSEE shall perform its obligations immediately. If LICENSEE fails to perform its obligations immediately, DISTRICT may perform the obligations and have the right to be reimbursed for the sum it actually expends (including charges for DISTRICT's equipment and personnel) in the performance of LICENSEE's obligations. If LICENSEE does not reimburse DISTRICT within ten (10) days after demand from DISTRICT, DISTRICT may recover such costs through any legal remedy available

C. Upon any termination of this license, LICENSEE covenants and agrees to surrender and to forfeit this license, and deliver up the Premises peaceably to the DISTRICT immediately upon any such termination. If said LICENSEE shall remain in possession of said Premises after any termination of this license, said LICENSEE shall be deemed guilty of an unlawful detention of the Premises and shall be subject to eviction and removal, forcibly or otherwise, at any time thereafter, with or without process of law. In the event of the failure of LICENSEE to remove personal property, machinery or fixtures, if any, belonging to it from the Premises immediately upon any termination of this license, DISTRICT may remove such personal

property and place the same in storage at the expense of LICENSEE and without liability to DISTRICT for loss thereof. LICENSEE agrees to pay DISTRICT on demand all expenses incurred in such removal, including court costs and attorney's fees and storage charges, and/or without notice sell all or any part of said personal property at public or private sale for such prices as DISTRICT may obtain, and apply the proceeds of such sale upon any amounts due under this license from LICENSEE and to any expense incidental to the removal and sale of said personal property, with the surplus, if any, being refunded to LICENSEE.

D. The receipt by the DISTRICT of any fees or of any other sum of money paid by LICENSEE after any default, the termination and forfeiture of this license for any reason, or after the giving by DISTRICT of any notice to effect such termination, shall not waive the default, reinstate, continue or extend the term of this LICENSE, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by DISTRICT to the LICENSEE prior to the receipt of any such sum of money or other consideration, unless so agreed to be in writing and signed by DISTRICT. Any act of the DISTRICT or its agents or employees during the term of this license shall not be deemed to be an acceptance or a surrender of said Premises, excepting an agreement in writing signed by the DISTRICT agreeing to accept such surrender.

16. **HOLDING OVER:** If the LICENSEE continues in possession of the Premises after the expiration of the term or after any termination of this license prior to the expiration of the term, and if said occupancy is with the consent of the DISTRICT, then LICENSEE shall be deemed to be holding the Premises on a month-to-month basis subject to all the provisions of this license.

17. **LICENSES AND CERTIFICATIONS:** LICENSEE agrees that it will acquire and maintain those certifications, licenses, approvals and permits required by any Federal, State or local jurisdiction or authority for carrying out the purpose of this license. Failure to comply with this provision will constitute a default and right to terminate by DISTRICT under **Paragraph 15, DEFAULT AND RIGHT TO TERMINATE**, of this license.

18. **INDEMNIFICATION:** The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless the DISTRICT and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the DISTRICT on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The LICENSEE's indemnification obligation applies to the DISTRICT's "active" as well as "passive" negligence but does not apply to the DISTRICT's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

19. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:** DISTRICT and LICENSEE are each respectively self-insured public entities for purposes of general liability, automobile liability, and workers' compensation. DISTRICT and LICENSEE each warrant that through their respective programs of self-insurance, each has adequate general liability, automotive liability, and Workers' Compensation to provide coverage for liabilities arising out of their respective obligations under this agreement.

20. **DESTRUCTION OF PREMISES:**

A. If during the Term of this LICENSE, any casualty renders ten percent (10%) or less of the floor space of the licensed Premises unusable for the purpose intended, DISTRICT shall commence restoration of the Premises within sixty (60) days of notice of the casualty and shall thereafter complete restoration of the Premises within a reasonable time. If DISTRICT does not commence the restoration obligations of this subparagraph within the time limitation set forth, LICENSEE may thereafter terminate this License by written notice of DISTRICT at any time prior to DISTRICT commencing restoration.

B. If during the Term of the LICENSE, any casualty renders fifty percent (50%) or more of the floor space of the licensed Premises unusable for the purpose intended, this LICENSE shall be terminated as of the date of the casualty. If the LICENSE is terminated pursuant to this subparagraph, LICENSEE shall have a reasonable time to vacate the Premises and shall not be required to pay rent during the reasonable time required to vacate the Premises.

C. In the event there is a destruction of a portion of the licensed Premises as set out in paragraphs "A" and "B" above, there shall be an abatement or reduction of the rent between the date of destruction and the date of completion of restoration or the date of termination of this License, whichever comes first. The abatement or reduction of the rent shall be in the percentage of unusable floor space. Unusable floor space for the purpose of calculating the percentage of rent abatement or reduction shall include not only that floor space which is rendered unusable for the purpose intended by the casualty itself, but any additional floor space which is not usable for the purpose intended because of restoration or similar activities.

D. In the event here is a destruction of a portion of the licensed Premises as set out in paragraph "A" or "B" above, and the LICENSE is not terminated because of such destruction, LICENSEE agrees to pay to DISTRICT any and all insurance proceeds received for said destruction for DISTRICT's use in the restoration of the Premises.

E. In the event DISTRICT is required to restore the Premises as provided in this paragraph, DISTRICT shall restore, at its expense, any structural or exterior improvements or alterations to the Premises made by LICENSEE pursuant to Paragraph 11, ALTERATIONS, of this LICENSE, but shall not have to restore any shelving, fixtures, or interior nonstructural improvements or alterations made by the LICENSEE pursuant to Paragraph 13, FIXTURES, of this LICENSE.

F. It is the purpose and intent of this paragraph to determine who shall bear the initial responsibility for restoration of the Premises in the event of any such destruction and not to determine the party responsible for the ultimate costs of such restoration.

21. **BUILDING AND SAFETY REQUIREMENTS:** All activities under this license must conform to all applicable rules, regulations, laws, ordinances, codes, statutes or orders of any governmental authority, Federal, State or local lawfully exercising authority over LICENSEE's operations. In the event that the LICENSEE's use of the Premises conflicts in any way, or is in violation of any of said rules, regulations, ordinances, statutes or orders, the LICENSEE shall remove or modify the installation to conform with the applicable regulations within thirty (30) days of receipt of written notice to do so from the DISTRICT. DISTRICT's determination of conflicting use shall be conclusive.

22. **RESERVED.**

23. **TERMINATION:** Either party may terminate this license at any time by giving the other party written notice of any termination pursuant to this paragraph at least thirty (30) days prior to the date of termination. LICENSEE shall perform all necessary removals or relocation within said thirty (30) days.

24. **INCORPORATION OF PRIOR AGREEMENT:** This license contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this license, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

25. **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.

26. **AMENDMENTS:** No provision of this license may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this license.

27. **SUCCESSORS:** This license shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

28. **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.

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

30. **EXHIBITS:** All exhibits referred to are attached to this license and incorporated by reference.

31. **LAW:** This license shall be construed and interpreted in accordance with the laws of the State of California.

32. **CAPTIONS AND COVER PAGE:** The paragraph captions and the cover page of this license shall have no effect on its interpretations.

33. **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.

34. **RESERVED.**

35. **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 or sent by prepaid, first-class mail. 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 communicated two (2) DISTRICT working days from the time of mailing if mailed as provided in this paragraph.

LICENSEE's address: County Service Area 70, Zone CG (Cedar Glen)
P.O. Box 5004, 12402 Industrial Blvd. Suite D-6
Victorville, CA 92393-5004

DISTRICT's address: County Service Area 70, Zone D-1
222 W Hospitality Lane, Second Floor
San Bernardino, CA 92415

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

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

37. **RESERVED:**

38. **ATTORNEYS' FEES AND COSTS:** 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 a party hereto.

39. **RESERVED.**

40. **ELECTRONIC COUNTERPARTS:** This License 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 License. The parties shall be entitled to sign and transmit an electronic signature of this

License (whether by facsimile, PDF or other electronic 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 License upon request.

41. **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.

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

END OF CONTRACT.

County Service Area 70, Zone D-1

County Service Area 70, Zone CG (Cedar Glen)

Dawn Rowe, Chair

Dawn Rowe, Chair

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

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

Lynna Monell
Clerk of the Board

By _____
Deputy

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

John Tubbs II, Deputy County Counsel

►

Date _____

►

John Gomez, Real Property Manager, RESD

Date _____

Date _____

Date _____

Exhibit "A", Premises Specifications



Premises (shared office space)

