



Contract Number

06-1004 A-5

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Sequoia Equities – Alta Loma, California Limited Partnership
Contractor Representative	Felicia Estrada, Risk & Safety Coordinator
Telephone Number	(925) 945 – 0900 ext. 223
Contract Term	10/1/2006 – 11/30/2027
Original Contract Amount	\$11,978
Amendment Amount	\$27,065.27
Total Contract Amount	\$39,043.27
Cost Center	1910002518
GRC/PROJ/JOB No.	38002877
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County Flood Control District (“DISTRICT”), as licensor, and Sequoia Equities – Alta Loma, a California Limited Partnership (“LICENSEE”), as successor licensee, have previously entered into License Agreement, Contract No. 06-1004, dated September 26, 2006, as amended by the First Amendment dated March 15, 2011, as amended by the Second Amendment dated September 27, 2016, as amended by the Third Amendment dated April 18, 2017, and as amended by the Fourth Amendment dated September 10, 2019, (collectively, the “License”), wherein DISTRICT agreed to license certain real property to LICENSEE, as more specifically set forth in the License; which License expired dated September 30, 2021, and has continued on a permitted month-to-month holdover; and,

WHEREAS, DISTRICT and LICENSEE now desire to amend the License to extend the term of the License for the period of December 1, 2022 through November 30, 2027, following a permitted month-to-month holdover of a total of fourteen (14) months for the period of October 1, 2021 through November 30, 2022 due to the Licensee’s exercise of the first of its four existing five-year extension options, adjust the fee schedule, and amend certain other terms of the License as more specifically set forth in this amendment (“Fifth Amendment”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree that the License is amended as follows:

1. Pursuant to **Paragraph 15, HOLDING OVER**, LICENSEE shall, with DISTRICT's express consent granted herein, use the Premises on a month-to-month holdover term for a total of fourteen (14) months for the period of October 1, 2021 through November 30, 2022, at a monthly fee amount of \$88.83 per month.

2. Effective December 1, 2022, pursuant to LICENSEE's exercise of the first of its four existing extension options in **Paragraph 3, OPTION TO EXTEND TERM**, EXTEND the term of the License as provided in **Paragraph 2, TERM**, for five (5) years from December 1, 2022 through November 30, 2027 (the "Third Extended Term").

3. Effective December 1, 2022, DELETE in its entirety the existing **Paragraph 4, FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 4, FEES**:

4. FEES:

A. LICENSEE shall pay to DISTRICT the following annual fee payments in advance commencing when the Third Extended Term commences, and continuing each December 1st thereafter through the Third Extended Term, subject to an approximate seven percent (7%) annual increase, as more specifically reflected and included in the amounts set forth below:

December 1, 2022, thru November 30, 2023 – annual fee payment of \$ 3,415.50
December 1, 2023, thru November 30, 2024 – annual fee payment of \$ 3,654.59
December 1, 2024, thru November 30, 2025 – annual fee payment of \$ 3,910.41
December 1, 2025, thru November 30, 2026 – annual fee payment of \$ 4,184.13
December 1, 2026, thru November 30, 2027 – annual fee payment of \$ 4,477.02

B. In addition to the annual fees payable pursuant to **Paragraph 4.A**, LICENSEE shall pay to the DISTRICT an annual inspection fee ("Annual Inspection Fee") in the then-current amount set forth in the DISTRICT's Schedule of Fee Ordinance No. FCD 20-01 for the annual inspection of the Premises by the DISTRICT for compliance with the terms of this License without waiving any DISTRICT rights hereunder. The annual inspection fee shall be payable in advance on December 1, 2022, and on each December 1st thereafter during the Third Extended Term, including extensions thereof, if any. The DISTRICT's current Annual Inspection Fee effective for December 1, 2022, is \$1,236.00, as shown on the District's Schedule of Fee Ordinance No. FCD 20-01. The Annual Inspection Fee shall not be refunded in whole or in part to the LICENSEE in the event the License is terminated for any reason.

C. If any annual fee, any Annual Inspection Fee, or any other sums are not paid when due and payable, LICENSEE shall pay to DISTRICT an additional \$100.00 for each annual fee, Annual Inspection Fee, or other sums due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Annual fees, Annual Inspection Fees, or any other sums not paid when due shall bear simple interest from the date due at the rate of one and one-half percent (1.5%) per month.

4. Effective December 1, 2022, DELETE in its entirety **Paragraph 33, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 33, NOTICES**:

33. NOTICES: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally, delivered by 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 personally delivered; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered by reputable overnight courier service or sent by postage pre-paid, first-class United States mail, certified or registered, return receipt

requested. Any notices received at 5 pm local time shall be deemed to have been given on the next business day.

LICENSEE'S Address: Sequoia Equities – Alta Loma, A California Limited Partnership
Attn: Felicia Estrada
1777 Botelho Dr. #300
Walnut Creek, CA 94596

DISTRICT'S Address: San Bernardino County Flood Control District
825 East Third Street
San Bernardino, CA 92415-0835
Attention: Flood Control Engineer

with a copy to: San Bernardino County Flood Control District
c/o Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

5. This Fifth 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 Fifth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fifth 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 Fifth Amendment upon request.

6. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of any conflict between the License and this Fifth Amendment, the terms of this Fifth Amendment shall control.

END OF FIFTH AMENDMENT.

**SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT**

►
Curt Hagman, Chairman, Board of Supervisors

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 of Supervisors
of the County of San Bernardino

By _____
Deputy

**Sequoia Equities – Alta Loma, A California
Limited Partnership**

By ► _____

Name Pat Reilly

Title General Partner

Dated: _____

Approved as to Legal Form
►
Agnes Cheng, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Lyle Ballard, Real Property Manager, RESD
Date _____