



**Contract Number**

**12-169 A-4**

**SAP Number**

## Real Estate Services Department

<b>Department Contract Representative</b>	<b>Terry W. Thompson</b>
<b>Telephone Number</b>	<b>(909) 387-5000</b>
<b>Contractor</b>	<b>Bear Valley Medical and Business Center, LLC</b>
<b>Contractor Representative</b>	<b>Elizabeth Brown-Lee &amp; Associates</b>
<b>Telephone Number</b>	<b>(760) 954-7571</b>
<b>Contract Term</b>	<b>10/1/2012 – 1/31/28</b>
<b>Original Contract Amount</b>	<b>\$2,160,240.00</b>
<b>Amendment Amount</b>	<b>\$1,215,856.00</b>
<b>Total Contract Amount</b>	<b>\$3,376,096.00</b>
<b>Cost Center</b>	<b>5715972260</b>
<b>GRC/PROJ/JOB No.</b>	<b>61002629</b>
<b>Internal Order No.</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Bear Valley Medical and Business Center, LLC ("LANDLORD"), as landlord, have entered in a Lease Agreement, Contract No. 12-169 dated March 13, 2012, as amended by the First Amendment dated December 4, 2012, the Second Amendment dated July 12, 2016 and the Third Amendment dated June 13, 2017 (collectively the "Lease") wherein LANDLORD leases certain premises to COUNTY consisting of approximately 10,346 square feet of office space located at 17310 Bear Valley Road, Suites B102, B104-109 in Victorville, CA, which Lease expired on September 30, 2022 and has continued on permitted month-to-month holdover; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease for five years for the period of February 1, 2023 through January 31, 2028, following a permitted month-to-month holdover for the period of October 1, 2022 through January 1, 2023, adjust the rent schedule, and to amend certain other terms of the Lease as more specifically set forth in this amendment ("Fourth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease, Contract No. 12-169, is amended as follows:

1. Pursuant to Paragraph 8, HOLDING OVER of the Lease, COUNTY shall, with LANDLORD'S express consent granted herein, occupy the Premises on a holdover tenancy for the period from October 1, 2022 through January 31, 2023 at the monthly rate of \$17,485.

2. Effective February 1, 2023, DELETE in its entirety the existing Paragraph 3., TERM, and SUBSTITUTE therefore the following as a new Paragraph 3., TERM, which shall read as follows:

“3. **TERM:** The term of the Lease shall be extended for five (5) years, commencing on February 1, 2023 and expiring on January 31, 2028 (the “Second Extended Term”).”

3. Effective February 1, 2023, DELETE in its entirety the existing Paragraph 4., RENT, and SUBSTITUTE therefore the following as a new Paragraph 4., RENT, which shall read as follows:

“4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month, commencing when the Second Extended Term commences, continuing during the Second Extended Term, subject to an approximate three percent (3%) annual increase reflected and included in the amounts as specifically set forth below:

February 1, 2023 – January 31, 2024 – monthly rental amount of \$18,002.00

February 1, 2024 – January 31, 2025 – monthly rental amount of \$18,519.00

February 1, 2025 – January 31, 2026 – monthly rental amount of \$19,037.00

February 1, 2026 – January 31, 2027 – monthly rental amount of \$19,657.00

February 1, 2027 – January 31, 2028 – monthly rental amount of \$20,278.00

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD’s designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

4. Effective October 1, 2017, DELETE in its entirety the existing Paragraph 8, HOLDING OVER, and SUBSTITUTE therefore the following as a new Paragraph 8, HOLDING OVER:

8. **HOLDING OVER:** In the event the COUNTY shall hold over and continue to occupy the Premises, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent but excluding any amount paid for amortized improvements, as existed and prevailed at the time of the expiration of the term of this Lease. Notwithstanding Paragraph 40, COUNTY’S RIGHT TO TERMINATE LEASE, either party shall have the right to terminate Lease with not less than ninety (90) days prior written notice to the other party during any holdover tenancy.

5. Effective February 1, 2023, DELETE in its entirety the existing Paragraph 25., NOTICES, and SUBSTITUTE therefore the following as a new Paragraph 25., NOTICES, which shall read as follows:

“25. **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 addresses 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 if such notice is delivered by a reputable overnight courier service; or (iii) 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. Any notices received after 5 pm local time on a business shall be deemed delivered on the following business day.

LANDLORD'S address: Bear Valley Medical Business Center, LLC  
c/o Lee & Associates Asset Management Group  
14369 Park Avenue, Suite 200  
Victorville, CA 92392

COUNTY's address San Bernardino County  
Real Estate Services Department  
385 N. Arrowhead Ave. Third Floor  
San Bernardino, CA 92415-0180

- b. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises and 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 such a transfer of controlling interest, LANDLORD shall provide COUNTY with evidence of completion of transfer, including but not limited to a grant deed and an assignment of this Lease; in which case, the new property owner and COUNTY shall reflect by written amendment the new property owner as the successor landlord. In addition, the new property owner, as the successor landlord, shall, within five (5) days of acquiring the subject real property and becoming the successor landlord, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 17, INDEMNIFICATION** and **Paragraph 18, 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 successor landlord solely for the purposes of reflecting the successor landlord as the LANDLORD under the Lease and to update the LANDLORD's notice address. The successor landlord's execution of such COUNTY standard amendment and submission of a valid W-9 are pre-requisites for Rents under this Lease to be paid to the successor landlord..”
6. This Fourth 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 Fourth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fourth 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 Fourth Amendment upon request.
7. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between this Lease and this Fourth Amendment, the provisions and terms of this Fourth Amendment shall control.

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COUNTY: SAN BERNARDINO COUNTY

LANDLORD: BEAR VALLEY MEDICAL AND BUSINESS CENTER, LLC


\_\_\_\_\_  
Dawn Rowe, Chair, 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  
San Bernardino County

By \_\_\_\_\_  
Deputy

By  \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Donald P. Brown  
(Print or type name of person signing contract)

Title Managing Member


Dated: \_\_\_\_\_

Address 14369 Park Avenue, Suite 200

Victorville, CA 92392


**FOR COUNTY USE ONLY**

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 \_\_\_\_\_