



ORIGINAL

Contract Number  
98-691 A-7

SAP Number

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5252
<b>Contractor</b>	Ashok Talwar and Kay Talwar, Co-Trustees of the Talwar Trust dated June 29, 1989
<b>Contractor Representative</b>	Ashok Talwar and Kay Talwar, Co-Trustees
<b>Telephone Number</b>	909-332-6305
<b>Contract Term</b>	4/15/98-4/14/23
<b>Original Contract Amount</b>	\$3,926,086
<b>Amendment Amount</b>	\$14,124
<b>Total Contract Amount</b>	\$3,940,210
<b>Cost Center</b>	5911602220
<b>GRC/PROJ/JOB No.</b>	59001035
<b>Internal Order No.</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Ashok Talwar and Kay Talwar, as Co-Trustees of the Talwar Trust dated June 29, 1989 ("LANDLORD"), as landlord, entered into Lease Agreement Contract No. 98-691 dated August 11, 1998, as amended by the First Amendment on November 6, 2001, as amended by the Second Amendment on April 30, 2002, as amended by the Third Amendment on September 24, 2002, as amended by the Fourth Amendment on November 6, 2007, as amended by the Fifth Amendment on February 14, 2012, and as amended by the Sixth Amendment on October 4, 2016 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 13589 Navajo Road, Apple Valley, CA to the COUNTY for a term that is currently scheduled to expire on April 14, 2023; and,

WHEREAS, pursuant to the Lease, the COUNTY currently leases Units 100, 101, 102, 103, 104, 105, 106, 107 and 108, consisting of approximately 10,384 square feet of office and classroom space at 13589 Navajo Road, Apple Valley, CA; and

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to add expansion space known as Unit 109, comprising approximately 642 square feet, at 13589 Navajo Road, Apple Valley, CA, increasing the total leased premises from approximately 10,384 square feet to approximately 11,026 square feet for the 22-month period of June 15, 2021 through the remainder of the existing term ending on April 14, 2023, adjust rental rate to reflect the expansion space, and amend certain other terms of the Lease as set forth in this amendment ("Seventh Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease, is amended as follows:

2. Effective as of June 15, 2021, DELETE in its entirety the existing **Paragraph 2, PREMISES LEASED and Exhibit "A" Premises Leased** and SUBSTITUTE therefore the following as a new **Paragraph 2, PREMISES LEASED and Exhibit "A" Premises**, which new Exhibit "A" Premises is attached to this Seventh Amendment:

2. **PREMISES LEASED:**

a. LANDLORD leases to COUNTY and COUNTY leases from LANDLORD certain premises totaling approximately 11,026 square feet of office and classroom space, comprising of: (i) the existing premises of Units 100, 101, 102, 103, 104, 105, 106, 107, and 108, collectively consisting of approximately 10,384 square feet, ("Existing Premises"); and (ii) the expansion space of Unit 109, comprising approximately 642 square feet, ("Expansion Premises"), with the Existing Premises and Expansion Premises being situated within the building ("Building") located on a portion of the real property commonly known as 13589 Navajo Road, Apple Valley, California 92308, APN 3087-341-30-0000 ("Property") along the playground area on the Property. Unless referred to individually, the Existing Premises and the Expansion Premises shall hereinafter collectively be referred to as the "Premises." The Premises is more particularly depicted in Exhibit "A" Premises attached hereto and incorporated herein by reference. The parties hereby agree that the Premises shall not be re-measured during the term of the Lease, including any extensions thereof.

b. Along with the Premises, LANDLORD grants to COUNTY, at no additional cost: (i) the right to use of parking spaces, including handicapped parking, in the common area parking lot located on the Property, (ii) access to and from the Property to the bus drop-off, playground, and auxiliary parking areas located on adjacent third-party owned property, which is currently separately leased by the COUNTY, (iii) the right to use any common areas of the Property and any improvements thereon; and (iv) the right of ingress and egress to the Premises, the parking lot at the Building, and any common areas of the Property.

3. Effective as of June 15, 2021, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears not later than the last day of each month for the 22-month period of June 15, 2021 through the remainder of the Fifth Extended Term (as defined in the Sixth Amendment, subject to increases of approximately three percent (3%) annual increases for the Existing Premises but no annual increases for the Expansion Premises, as more specifically reflected and included in the amount set forth below based on approximately 11,026 square feet of office and classroom space:

Period	Monthly Rent for Existing	Monthly Rent for Expansion	Total
June 15, 2021 to April 14, 2022	\$16,926.00	\$642.00	\$17,568.00
April 15, 2022 to April 14, 2023	\$17,445.00	\$642.00	\$18,087.00

The parties agree that all parking spaces provided under this Lease is at no additional cost to the COUNTY for the term of the Lease, including any extensions thereof. The parties hereby acknowledge and affirm that, throughout the term of this Lease, rent has been and shall continue to be calculated on the approximately 11,026 square feet of classroom and office space of the Premises and that in lieu of rent for access to and from the Property to the bus drop-off, playground, and auxiliary parking areas located on adjacent third-party owned property, which is currently separately leased by the COUNTY, the parties agree to exchange in-kind services, the value of which is set forth in **Paragraph 45, IN KIND AND COST SHARING REPORTING**.

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 has complied with directions and has accurately completed forms provided by COUNTY that were required to process EFT payments.


c. LANDLORD has registered through County of San Bernardino's Electronic Procurement Network (ePro) system at <https://epro.sbcounty.gov/epro/>.

4. 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 Seventh Amendment, the terms and conditions of this Seventh Amendment shall control.

**END OF SEVENTH AMENDMENT.**

**COUNTY OF SAN BERNARDINO**

**ASHOK TALWAR AND KAY TALWAR, CO-TRUSTEES OF THE TALWAR TRUST DATED JUNE 29, 1989**

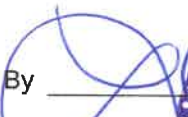
By   
Curt Hagman, Chairman, Board of Supervisors

By   
(Authorized signature - sign in blue ink)

Dated: JUN 08 2021  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Ashok Talwar

Title Co-Trustee

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

Dated: 4/27/2021

By   
(Authorized signature - sign in blue ink)

Name Kay Talwar

Title Co-Trustee

Dated: 4/27/2021

Address Westlake Vlg. CA

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
By   
Agnes Cheng, Deputy County Counsel  
Date 4/26/2021

Reviewed for Contract Compliance  
By \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
By   
Jim Miller, Real Property Manager, RESD  
Date 5/10/21

# EXHIBIT "A" – PREMISES

**FOR CLARITY:** The Premises is comprised of approximately 11,065 square feet of office and classroom space on a portion of the property located at 13589 Navajo Road, Apple Valley, CA.

Assessor Parcel Map Number: 3087-341-30-0000

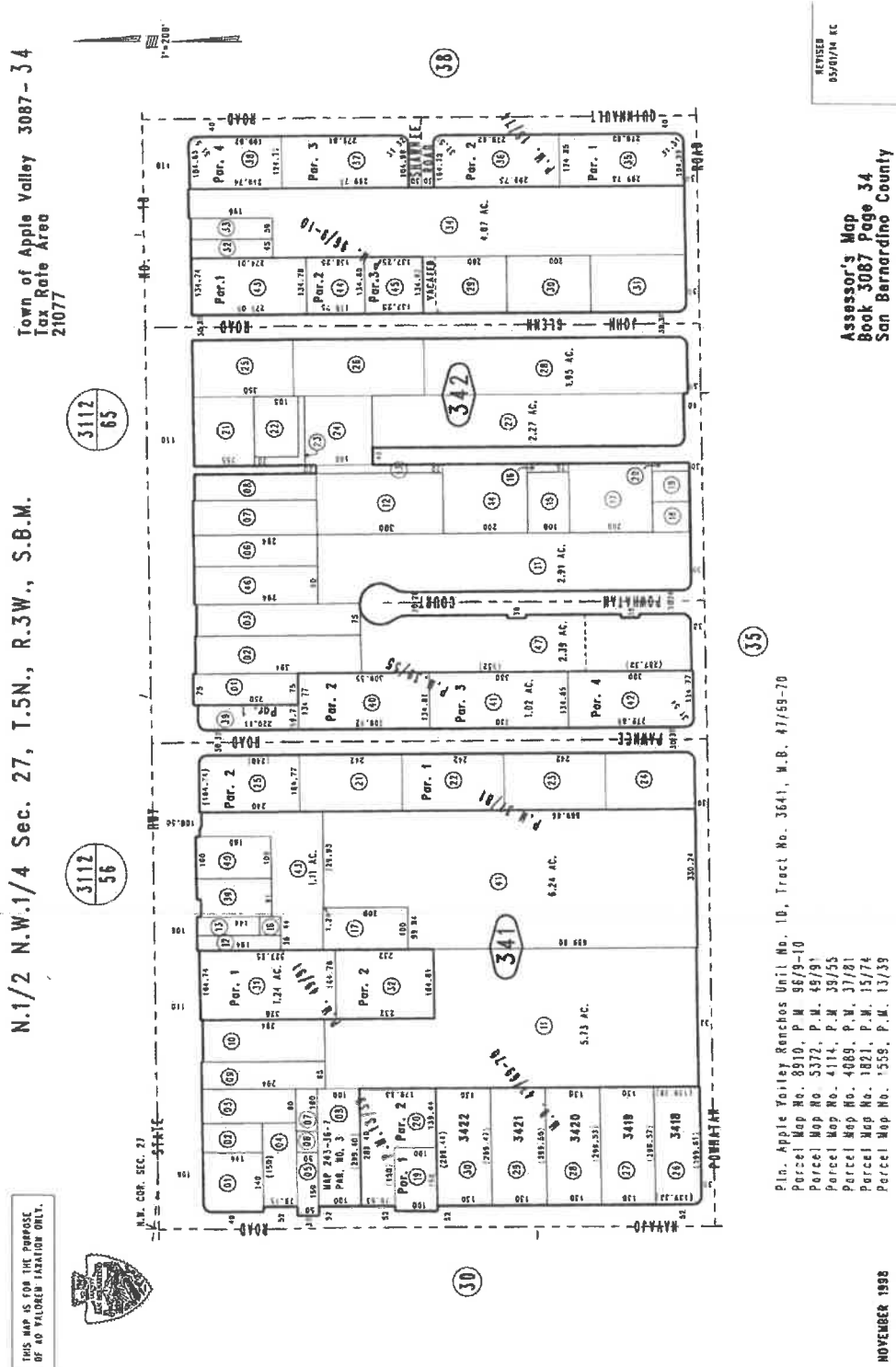


EXHIBIT "A" – PREMISES – Continued

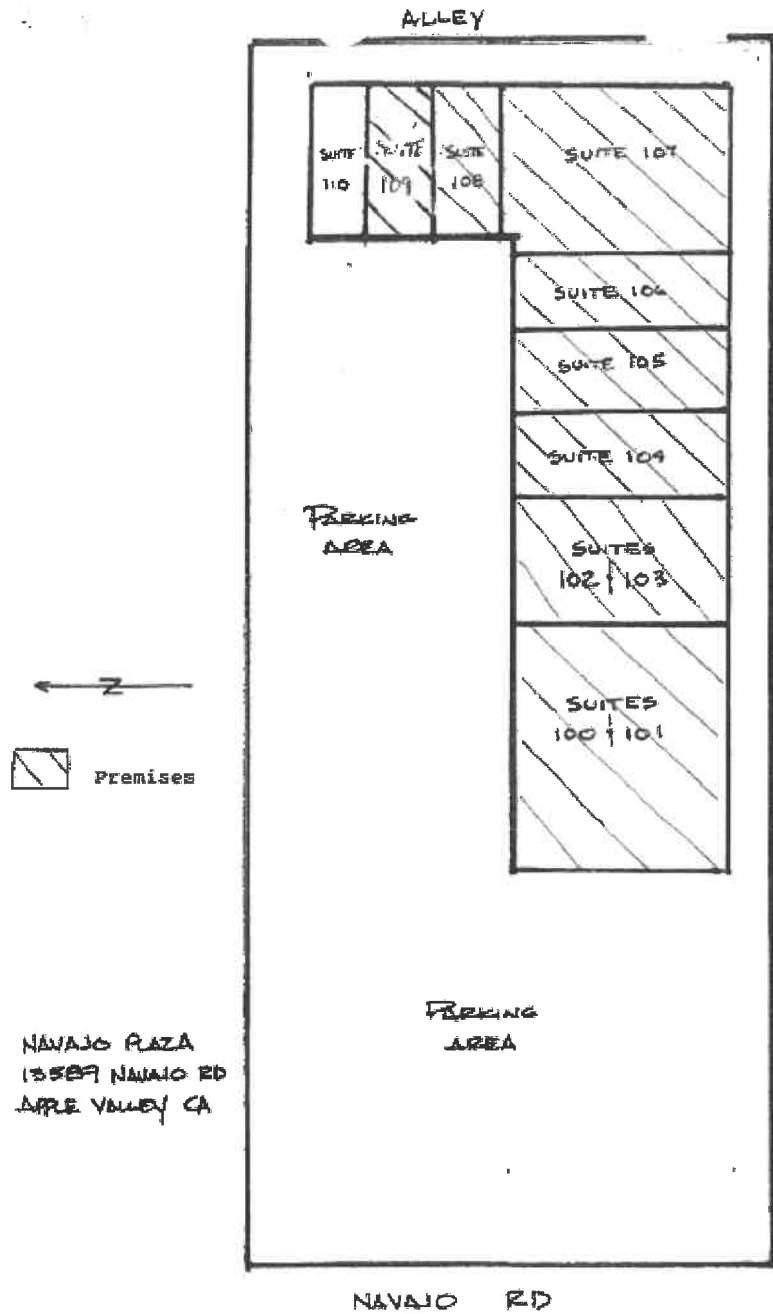




EXHIBIT "A" – PREMISES – Continued

