

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

701



FROM: Economic Development Agency

SUBMITTAL DATE:
July 7, 2009

SUBJECT: Fourth Amendment to Revenue Lease – Riverside Centre, Riverside

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Fourth Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND: Aklufi & Wysocki have occupied Suite 610 at Riverside Centre, 3403 Tenth Street, since July 31, 1987. Pursuant to the terms of their Lease Agreement they have exercised their option to extend their lease for an additional three years commencing on October 1, 2009. This Form 11 and Fourth Amendment to Lease represents this renewal.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$-0-	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$-0-	Budget Adjustment:	N/A
	Annual Net County Cost:	\$-0-	For Fiscal Year:	09/10

SOURCE OF FUNDS: Revenue Lease	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel* 7-16-09
 SYNTHIA M. GUNZEL
 DATE: 7-16-09
 Departmental Concurrence

Policy
 Policy

Consent
 Consent

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: N/A

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.24

Economic Development Agency
Fourth Amendment to Revenue Lease – Riverside Centre, Riverside
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BACKGROUND:

Lessor: County of Riverside
Economic Development Agency
3133 Mission Inn Avenue
Riverside, California 92507

Premises Location: Riverside Centre
3403 Tenth Street, Suite 610
Riverside, California 92501

Size: 1,868 square feet

Term: Three years commencing October 1, 2009

Rent: \$ 2.35 per sq. ft.
\$ 4,389.80 per month
\$ 52,677.60 per year

Rental Adjustments: Three percent - (3%)

Utilities: Provided by Lessor

Custodial Services: Provided by Lessor

Maintenance: Provided by Lessor

Parking: Three (3) reserved parking spaces at prevailing rate

The attached Fourth Amendment has been reviewed and approved by County Counsel as to legal form.

1 **FOURTH AMENDMENT TO LEASE**
2 3403 Tenth Street, Suite 610, Riverside, California

3 This Fourth Amendment to Riverside Centre Office Lease ("Fourth Amendment") is
4 made as of September, 2009, by and between the **COUNTY OF RIVERSIDE**, a political
5 subdivision of the State of California ("County"), and **AKLUF AND WYSOCKI**, a California
6 general partnership ("Lessee").

6 **1. Recitals.**

7 **a.** Lessee (previously referred to as "Tenant") and Bank of Montreal
8 ("Landlord") entered into that certain Riverside Centre Office Lease dated July 31, 1987 (the
9 "Original Lease"), pursuant to which Lessee leased a portion of the 6th floor of that certain
10 building located at 3403 Tenth Street, Suite 610, Riverside, CA (the "Building"), as more
11 particularly shown on Exhibit "A", attached hereto and made a part hereof.

12 **b.** The Original Lease has been amended by:

13 **i.** That certain First Amendment of Riverside Centre Lease dated
14 October 1, 1993, by and between CPR/Riverside Centre Associates and Tenant (the "First
15 Amendment").

16 **ii.** That certain Second Amendment of Riverside Centre Lease
17 dated December 14, 1998, by and between CPR/Riverside Centre Associates and Tenant (the
18 "Second Amendment").

19 **iii.** That certain Third Amendment of Riverside Centre Lease dated
20 July 24, 2006, by and between Riverside Centre Associates and Tenant (the "Third
21 Amendment").

22 **c.** The Original Lease, as heretofore, currently, or hereafter amended,
23 shall hereafter be referred to as the "Lease".

24 **d.** County is the successor in interest to Riverside Centre Associates under
25 the Lease.

e. The term of the Lease, as heretofore amended, will expire September
30, 2009. County and Lessee desire to further amend the Lease to extend the term of the
Lease, to modify the monthly rental payments and to otherwise modify the terms and
conditions of the Lease as set forth in this Fourth Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is
hereby acknowledged, the parties agree as follows:

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1 **2. Capitalized Terms; Fourth Amendment to Prevail.** Unless defined herein or
2 the context requires otherwise, all capitalized terms herein shall have the meaning defined in
3 the Lease, as heretofore amended. The provisions of this Fourth Amendment shall prevail
4 over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and
5 shall supplement the remaining provisions thereof. The Lease remains in full force and effect
6 except to the extent amended by this Fourth Amendment.

7 **3. Extension of Term.** The Term of this Lease is hereby extended three (3)
8 years. The extended term will commence on October 1, 2009, and will expire on September
9 30, 2012 ("Extended Term"). September 30, 2012, shall hereafter be the "Expiration Date".

10 **4. Option to Extend.** Lessee shall have the option to extend the term of this
11 Lease one (1) year. Option shall be exercised by Lessee providing County of its election
12 thereof, in writing, not later than sixty (60) days prior to the expiration of the extended term of
13 this Lease.

14 **5. Rent During Extended Term.** Lessee shall pay to County the monthly sums
15 as rent for the Leased premises during the term of this Lease as indicated below:

<u>Amount</u>	<u>Year</u>
\$4,389.80	10/1/09 – 9/30/10
\$4,521.49	10/1/10 – 9/30/11
\$4,657.15	10/1/11 – 9/30/12

16 **6. Operating Expenses.** Paragraph 6, Subparagraph 6.01 of the Original Lease
17 Agreement and any amendments of this subsection heretofore is hereby deleted in its entirety
18 and shall no longer be in force or effect.

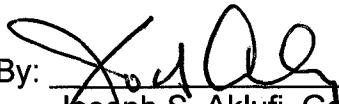
19 **7. Amendment of Allocated Number of Parking Spaces.** Paragraph 8 of the
20 Third Amendment to the Lease is hereby amended as follows: During the Extended Term,
21 Lessee shall be entitled to a total of three (3) reserved parking spaces in the Building's parking
22 facility ("Allocated Number of Parking Spaces"). Lessee's use of the Allocated Number of
23 Parking Spaces shall be subject to the terms and conditions of the Lease, including this Fourth
24 Amendment. Lessee shall pay a monthly parking charge for each parking space, commencing
25 on October 1, 2009, at the prevailing monthly rate.


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1 5. This Fourth Amendment to Lease shall not be binding or consummated
2 until its approval by the Board of Supervisors of Riverside County.

3 Dated: Sept. 10, 2009

4 **AKLUF AND WYSOCKI**, a California general
5 partnership

6 By: 
7 Joseph S. Aklufi, General Partner

8 By: 
9 David L. Wysocki, General Partner

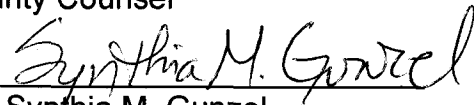
10 **COUNTY OF RIVERSIDE**

11
12 By: _____
13 Jeff Stone, Chairman
14 Board of Supervisors

15 **ATTEST:**
16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: _____
19 Deputy

20 **APPROVED AS TO FORM:**
21 Pamela J. Walls
22 County Counsel

23 By: 
24 Synthia M. Gunzel
25 Deputy County Counsel

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