

433

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



FROM: Economic Development Agency

SUBMITTAL DATE:
June 3, 2010

SUBJECT: Second Amendment to Lease – Riverside Centre, Riverside

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

BACKGROUND: Knobbe Martens Olson & Bear, LLP, have occupied Suite 700 at Riverside Centre, 3403 Tenth Street since December 1, 2001. Knobbe has requested an extension of their lease for an additional three (3) years commencing on December 1, 2009. This Form 11 and Second Amendment to Lease represent this three-year 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:	2010/11

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

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-7-10
DATE: SYNTIA M. GUNZEL

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

3.34

BACKGROUND: (Continued)

Lessor: County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 500
Riverside, California 92501

Premises Location: 3403 Tenth Street, Suite 700
Riverside, California 92501

Term: Three (3) years commencing on December 1, 2009 and
terminating November 30, 2012.

Size: 8,392 square feet

Rent: \$1.78 per sq. ft.
\$14,937.76 per month
\$179,253.12 per year

Utilities: Provided by Lessor

Maintenance: Provided by Lessor

Custodial: Provided by Lessor

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

FINANCIAL DATA:

There are no costs associated with this Form 11.

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SECOND AMENDMENT TO LEASE
(3403 Tenth Street, Suite 700,
Riverside, California)

This **SECOND AMENDMENT TO LEASE** ("Second Amendment") is made as of _____, 2010 by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), as successor in interest to **RIVERSIDE CENTRE ASSOCIATES, L.P.**, a California limited liability partnership and **KNOBBE, MARTENS, OLSON & BEAR, LLP**, ("tenant") a California limited liability partnership

1. **Recitals.**

a. County as successor in interest to Riverside Centre Associates, L.P. a California limited partnership and Knobbe, Martens, Olson & Bear, LLP entered into that certain office lease dated June 12, 2001 (the "Original Lease") pursuant to which Tenant leased a portion of that certain building located at 3403 Tenth Street, Suite 700, Riverside, California. (the "Building") as more particularly described on Exhibit A, attached hereto and made a part hereof.

b. The Original Lease has been amended by:

i. That certain First Amendment to Lease dated August 29, 2006 by and between Riverside Centre Associates, L.P. a California limited liability partnership and tenant.

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

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

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

3. **Extension of Term.** The Lease Term is hereby further extended three (3) years. The extended term will commence December 1, 2009 and will expire on November 30, 2012 (the "Extended Term"). November 30, 2012 shall hereafter be the "Expiration Date."

4. **Base Rent During Extended Term.** Section 2.9 of the Lease is hereby amended as follows: Rent during the extended Lease Term shall be as follows:

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1 Base Rent during the Extended Term shall be as follows: For the period commencing
2 December 1, 2009 and ending November 30, 2012, Tenant shall pay Base Rent in the amount
3 of Fourteen Thousand Nine Hundred Thirty Seven Dollars and 76/100 (\$14,937.76) per
4 month.

5 **5. Tenant Improvements.** Tenant currently occupies the Premises and accepts
6 them in their current, "As Is" condition.

7 **6. Option to Extend.** Tenant shall have no option to renew or extend the
8 Extended Term of this Lease.

9 **7. Landlord's Address for Notices.** Section 2.19 of the Lease is hereby
10 amended as follows:

11 Economic Development Agency
12 Real Estate Division
13 3403 Tenth Street, Suite 500
14 Riverside, California 92507

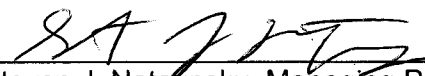
15 **8.** Except as modified or supplemented by this Second Amendment to Revenue
16 Lease, all provisions of this Lease shall remain in full force and effect.

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

3 Dated: 6/22/10

4 **KNOBBE, MARTENS, OLSON & BEAR, LLP**
5 a California limited liability partnership

6 By: 
7 Steven J. Nataupsky, Managing Partner

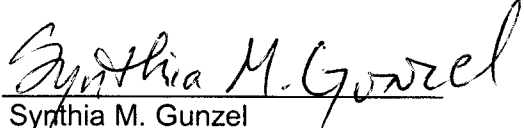
8 **COUNTY OF RIVERSIDE**

9 **ATTEST:**
10 Kecia Harper-Ihem
11 Clerk of the Board

By: _____
Marion Ashley, Chairman
Board of Supervisors

12 By: _____
13 Deputy

14 **APPROVED AS TO FORM:**
15 Pamela J. Walls
16 County Counsel

17 By: 
18 Synthia M. Gunzel
19 Deputy County Counsel

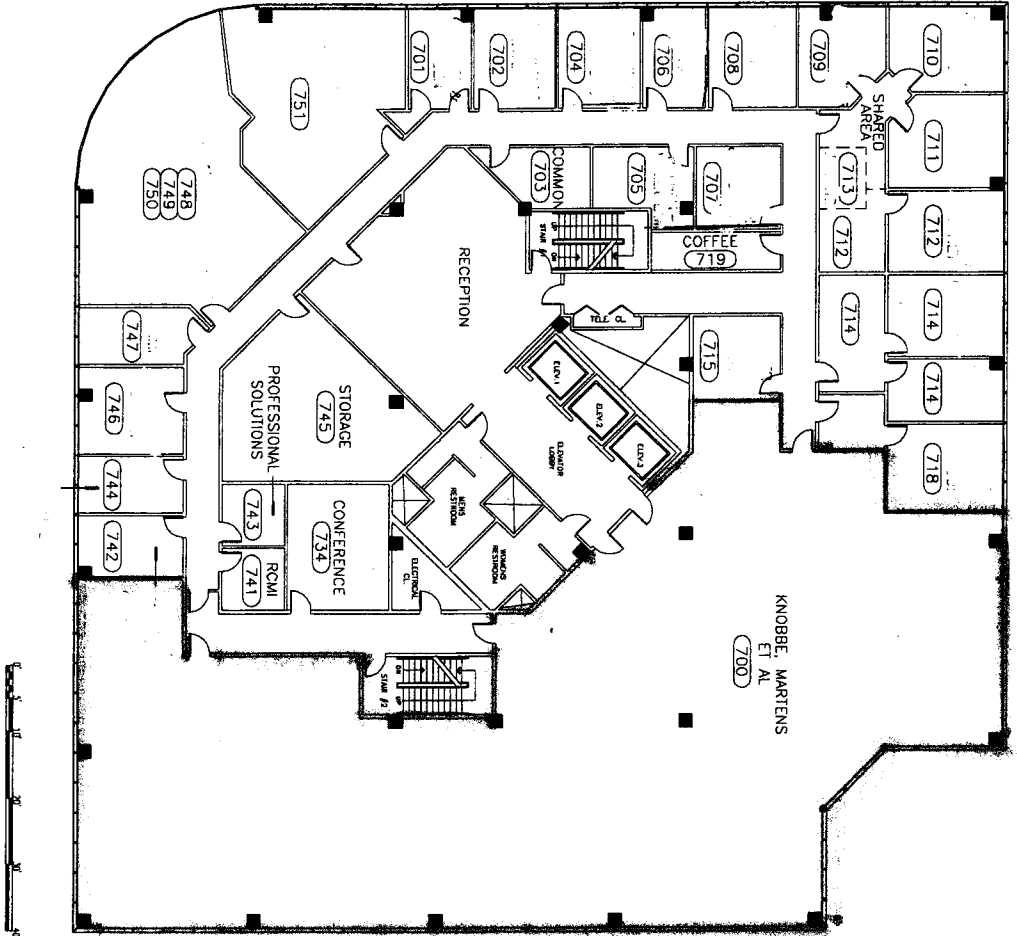
20 TW:jw
21 04/27/10
22 RV434
23 13.219

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25



NORTH

SEVENTH FLOOR PLAN



SHEET NO.
A1.7

JOB NO.: 07-901
DESIGNER: JT
DATE: 08-31-07
SCALE: N.T.S.
FILE NO.: 07-901

3403 TENTH STREET

RIVERSIDE CENTRE

WOICOTT

Architecture • Interiors
3059 Cordill Avenue • Culver City, California 90232
Tel: 310.204.2290 Fax: 310.838.6109
Email: design@woicott.com

EXHIBIT "A"