

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

795



SUBMITTAL DATE:
August 16, 2012

FORM APPROVED COUNTY COUNSEL
BY: Patricia Munroe 7/16/12
DATE

FROM: Economic Development Agency /Facilities Management

SUBJECT: Fourth Amendment to Lease – Department of Public Social Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Fourth Amendment to Lease;
2. Authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities.

BACKGROUND: (Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 8/16/12
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: N/A	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
Jennifer L. Sargent

County Executive Office Signature

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

By: Susan Loew
Susan Loew, Director
Department of Public Social Services

Prev. Agn. Ref.: 3.42 of 5/3/05; 3.22 of 9/7/05; 3.27 of 11/30/10; 3.14 of 3/1/11

District: 5/5

Agenda Number:

3.47

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

The County entered into a Lease Agreement on behalf of the Department of Public Social Services (DPSS) on May 17, 2005, for the Premises located at 12125 Day Street, Suite S101, Moreno Valley. Pursuant to the Third Amendment to Lease dated March 1, 2011, the Landlord provided the Department with an opportunity to advertise on an LED Reader Board installed on the Monument Sign at the property at a cost not to exceed \$400.00 per month. The Department has elected to discontinue use of this sign and this Fourth Amendment to Lease represents termination of sign usage and all costs associated with this use, effective May 31, 2012. All other terms and conditions of the Lease Agreement remain in full force and effect.

Pursuant to the California Environmental Quality Act (CEQA), the Lease Amendment was reviewed and determined to be categorically exempt from CEQA Guidelines 15301, Class 1 – Existing facilities and no expansion of an existing use will occur.

Lessor: Canyon Springs Investment Trust
26371 Avery Parkway, Suite B
Mission Viejo, California

Premises: 12125 Day Street, Suite S101
Moreno Valley, California

Size: 8,143 square feet

Rent: \$1.54 per sq. ft.
\$12,519.86 per month
\$150,238.32 per year

Signage: In addition to the monthly rent, County previously paid up to \$400.00 per month for signage. This amendment eliminates the cost.

This Fourth Amendment to Lease has been approved as to legal form by County Counsel.

Attachment:
Fourth Amendment to Lease

**FOURTH AMENDMENT TO LEASE
12125 Day Street,
Moreno Valley, California**

THIS FOURTH AMENDMENT TO LEASE dated _____, 2012 (“Fourth Amendment”), is entered by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, as Lessor, and **CANYON SPRINGS INVESTMENT TRUST**, an Irrevocable Trust dated July 9,2003, as Lessee, sometimes collectively referred to as the “Parties.”

RECITALS

(a) Lessor and Lessee have entered into that certain Lease, dated May 17, 2005 (the “Original Lease”) pursuant to which Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor a portion of that certain building located at 12125 Day Street, Suite S101, Moreno Valley, California (the “Building”), as more particularly described in the Lease (the “Original Premises”).

(b) The Original Lease has been amended by:

1. That certain First Amendment to Lease dated September 27, 2005, by and between the County of Riverside, a political subdivision of the State of California as Lessee, and Canyon Springs Investment Trust, as Lessor whereby the parties amended the Lease to provide for tenant improvements.

2. That certain Second Amendment to Lease dated November 30, 2010, by and between the County of Riverside, a political subdivision of the State of California as Lessee, and Canyon Springs Investment Trust, as Lessor, whereby the parties amended the Lease to extend the term, adjust the rent and annual increases.

3. That certain Third Amendment to Lease dated March 1, 2011, by and between the County of Riverside, a political subdivision of the State of California as Lessee, and Canyon Springs Investment Trust, as Lessor, whereby the parties amended the Lease to adjust the rent and modify County’s Representative.

(c) The Original Lease and its amendments, together with this Fourth Amendment, are collectively referred to here as the “Lease.”

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

1. Rent. Subsection 5.3 of the Original Lease is hereby amended by the following: Effective May 31, 2012 Subsection 5.3, Additional Rent, is deleted in its entirety.

2. CAPITALIZED TERMS. Fourth 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 this Fourth Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof.

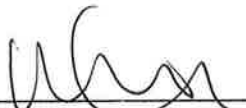
3. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Lessee. Neither this Amendment, nor the Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

4. EFFECTIVE DATE. This Fourth Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Dated: _____

CANYON SPRINGS INVESTMENT TRUST

By:  _____
Natasha Radwan, Co-Trustee of the
Canyon Investment Irrevocable Trust
Dated July 9, 2003

COUNTY OF Riverside County

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
John Tavaglione, Chairman
Board of Supervisors

By: _____

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By:  _____
Patricia Munroe
Deputy County Counsel