

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE 11/30/15

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

215



FROM: Economic Development Agency

SUBMITTAL DATE:

December 23, 2015

SUBJECT: Third Amendment to Lease, Riverside County and Wells Fargo Bank, Lake Elsinore, Five Year Lease, CEQA Exempt, District 1, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities and Section 15061(b)(3);
2. Approve the attached Third Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval by the Board.

BACKGROUND:

Summary (Commences on Page 2)

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Wells Fargo Bank	Budget Adjustment: No
	For Fiscal Year: 2015/16-20/21

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: January 5, 2016
 xc: EDA, Recorder

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3.4 of 2/10/98; 3.40 of 6/7/11

District: 1

Agenda Number:

3-9

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

Economic Development Agency

FORM 11: Third Amendment to Lease, Riverside County and Wells Fargo Bank, Lake Elsinore, Five Year Lease, CEQA Exempt, District 1, [\$0]

DATE: December 23, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

In February 1998, the County of Riverside acquired the real property, including the building, from WF Bulk Ceres and assumed the Original Lease as Landlord. The Original Lease has been amended by the First Amendment to Lease dated February 24, 2001 and the Second Amendment to Lease dated June 7, 2011, entered into between the County and Wells Fargo Bank, NA, a United States corporation and national bank association. Lessee operates two exterior automated teller machines (ATMs).

The facility continues to meet the needs and requirements of the Wells Fargo Bank; therefore, Lessee has exercised its option to extend the term an additional five years commencing March 1, 2016 and terminating February 28, 2021.

Pursuant to the California Environmental Quality Act (CEQA), the Lease Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301 and Section 15061(b)(3). The proposed project is the extension of letting of property involving existing facilities with no alterations or expansion of an existing use will occur.

The attached Third Amendment to Lease is summarized below:

Lessor's Address: County of Riverside
3133 Mission Inn Avenue
Riverside, California 92507

Location: 600 W. Graham Avenue
Lake Elsinore, California 92530

Term: Effective as of March 1, 2016, through February 28, 2021

Size: Two (ATMs) on the exterior of the library

Rent: \$852.50 monthly

Impact on Citizens and Businesses

The revenue generated through this lease of space can be used to provide services to the citizens and businesses. Access to ATM's in this community will also benefit both citizens and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

County receives revenue on a monthly basis from Lessee.

Contract History and Price Reasonableness

This is a five year extension. This Lease has been in place since February 1998.

Attachments:

Third Amendment to Lease
Notice of Exemption
Aerial Map



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

1/5/16 _____
Date Initial

NOTICE OF EXEMPTION

November 5, 2015

Project Name: County of Riverside, Wells Fargo Third Amendment to Lease, Lake Elsinore

Project Number: FM047431002500

Project Location: 600 West Graham Avenue, west of North Lindsay Street, Lake Elsinore, California 92530; (See Attached Exhibit)

Description of Project: The County of Riverside (County) proposes to amend and extend the term of the lease with Wells Fargo Bank, NA (Lessee), commencing on March 1, 2016 and ending February 28, 2021. The original Lease occurred in February 1998, where the County acquired the real property, including the building, from WF Bulk Ceres and assumed the original Lease as Landlord. The original lease was amended by the First Amendment to Lease dated February 24, 2001 and the Second Amendment to Lease dated June 7, 2011, entered into between County and Wells Fargo Bank, NA, a United States corporation and national bank association. The original Lease (1998), together with amendments, are collectively referred to as the Lease. The parties now desire to amend the Lease to extend the term five years to insure that the automated banking service continues and the extension of the lease is identified as the proposed Project under the California Environmental Quality Act (CEQA). The leased premise consists of two exterior automated tellers machines (ATMs) located on the northern façade of the Lake Elsinore Branch Library building. The proposed Project is the letting of property involving existing facilities; no expansion of an existing use will occur. The operation of the facility will continue to provide library and automated banking services and will not result in an increase in the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

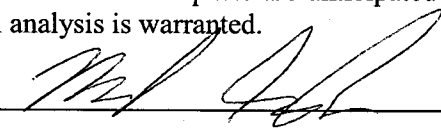
Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the third amendment to the Lease.

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- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to an amendment to a lease and does not include additional modifications. The amendment to the lease will not increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed Lease amendment will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 11/5/15

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Wells Fargo Third Amendment to Lease, Lake Elsinore

Accounting String: 524830-47220-7200400000 - FM047431002500

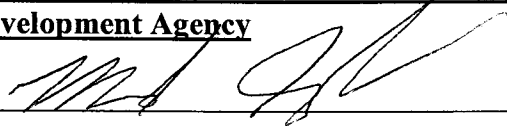
DATE: November 5, 2015

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Maribel Hyer, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: November 5, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM047431002500**
Wells Fargo Third Amendment to Lease, Lake Elsinore

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

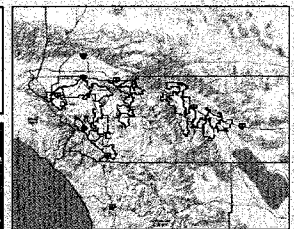
3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

Wells Fargo ATM Machines
600 W. Graham Avenue, Lakel Elsinore



Legend



0 304 608 Feet



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

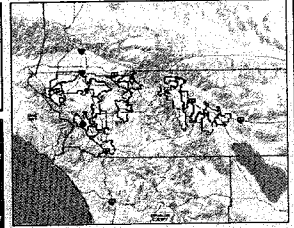
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Notes

Lake Elsinore Library
Five Year Extension

Wells Fargo ATM Machines
600 W. Graham Avenue, Lakel Elsinore



Legend



0 304 608 Feet



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Notes

Lake Elsinore Library
Five Year Extension

1 **THIRD AMENDMENT TO LEASE**

2 **600 West Graham Avenue, Lake Elsinore, California**

3
4 THIS THIRD AMENDMENT TO LEASE ("Third Amendment"), dated as of
5 Jan. 5, 2016, is entered by and between the COUNTY OF RIVERSIDE, a
6 political subdivision of the State of California, as Landlord, ("Landlord"), and WELLS
7 FARGO BANK, N.A., a national banking association, ("Tenant"), sometimes hereinafter
8 collectively referred to as the "Parties."

9 **RECITALS**

10 a. WF Bulk Ceres ("WF Bulk"), as landlord, predecessor in interest to
11 Landlord and Wells Fargo Bank, N.A., as Tenant, entered into that certain Standard
12 ATM Lease, dated February 13, 1998, (the "Original Lease") pursuant to which WF
13 Bulk leased to Tenant a portion of that certain building located within and upon the
14 front exterior of the building located at 600 W. Graham Avenue, Lake Elsinore,
15 California ("Building"), as more particularly described in the Original Lease (the
16 "Premises").

17 b. On or about February 13, 1998, Landlord acquired the real property
18 located at 600 W. Graham Ave, Lake Elsinore, including the Building, from WF Bulk via
19 Assignment and Assumption of Landlord's Rights and Obligations Under Standard
20 ATM Lease, and Landlord assumed all obligations as the landlord under the Original
21 Lease.

22 c. The Original Lease has been amended by:

23 i. That certain First Amendment to Standard ATM Lease dated
24 February 24, 2001, by and between COUNTY OF RIVERSIDE, a political subdivision
25 of the State of California and WELLS FARGO BANK, N.A., a national bank association
26 (the "First Amendment"), whereby the Parties amended the Lease to extend the term,
27 rental amounts, option to extend, rent during option term and notices ; and
28

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1 ii. That certain Second Amendment to Lease dated June 7, 2011, by
2 and between COUNTY OF RIVERSIDE, a political subdivision of the State of California
3 and WELLS FARGO BANK, N.A., a national bank association (the "Second
4 Amendment"), whereby the Parties amended the Lease to, among other things, extend
5 the term period, amend the rental amounts, option to extend, rent during the option
6 term, insurance, hold harmless/Indemnification, release from liability, and notices; and

7 d. The Original Lease together with the First Amendment, Second
8 Amendment, and this Third Amendment are collectively referred to as the "Lease."

9 e. The Option to Extend has been exercised by written notice to Landlord on
10 August 25, 2015, and the Parties now desire to enter into this Third Amendment to
11 memorialize the extension of the Lease term and the rental amounts.

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

14 1. Term. Section 5 of the Original Lease (as amended) is hereby further
15 amended by the following:

16 The term of this Lease shall be extended for five (5) years commencing on
17 March 1, 2016 and terminating on February 28, 2021.

18 2. Rent. Section 7 of the Original Lease (as amended) is hereby further
19 amended by the following:

20 Tenant shall pay to Landlord the monthly sums as rent for the Premises
21 during the term of this Lease as indicated below:

<u>Monthly Amount</u>	<u>Year</u>
\$852.50	March 1, 2016 to February 28, 2017
\$852.50	March 1, 2017 to February 28, 2018
\$852.50	March 1, 2018 to February 28, 2019
\$852.50	March 1, 2019 to February 29, 2020
\$852.50	March 1, 2020 to February 28, 2021

1 3. **CAPITALIZED TERMS.** Third Amendment to Prevail. Unless defined
2 herein or the context requires otherwise, all capitalized terms herein shall have the
3 meaning defined in the Lease, as heretofore amended. The provisions of this Third
4 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,
5 as heretofore amended, and shall supplement the remaining provisions thereof.

6 4. **MISCELLANEOUS.** Except as amended or modified herein, all the terms
7 of the Lease shall remain in full force and effect and shall apply with the same force
8 and effect. Time is of the essence in this Third Amendment and the Lease and each
9 and all of their respective provisions. Subject to the provisions of the Lease as to
10 assignment, the agreements, conditions and provisions herein contained shall apply to
11 and bind the heirs, executors, administrators, successors and assigns of the Parties
12 hereto. If any provision of this Amendment or the Lease shall be determined to be
13 illegal or unenforceable, such determination shall not affect any other provision of the
14 Lease and all such other provisions shall remain in full force and effect. The language
15 in all parts of the Lease shall be construed according to its normal and usual meaning
16 and not strictly for or against either Landlord or Tenant. Neither this Amendment, nor
17 the Lease, nor any notice nor memorandum regarding the terms hereof, shall be
18 recorded by Tenant.

19 (Remainder of Page Intentionally Left Blank)

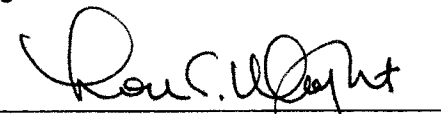
1 5. EFFECTIVE DATE. This Third Amendment to Lease shall not be binding
2 or consummated until its approval by the Riverside County Board of Supervisors and
3 fully executed by the Parties.

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

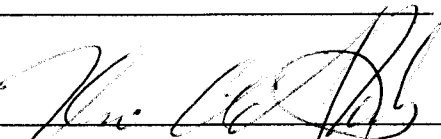
6 LESSOR:
7 COUNTY OF RIVERSIDE

TENANT:
WELLS FARGO BANK, N.A., a national
banking association

8
9 By: 
10 John J. Benoit, Chairman
11 Board of Supervisors

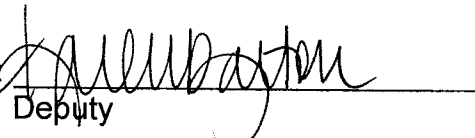
By: 
12 Lori C. Wright
13 LORI C. WRIGHT
14 LEASE NEGOTIATOR

Its: _____

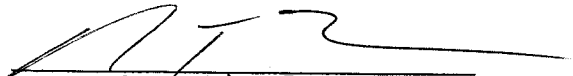
By: 
15 KIM A. STRUNK
16 NEGOTIATOR

Its: _____

17 ATTEST:
18 Kecia Harper-Ihem
19 Clerk of the Board

By: 
20 Deputy

21 APPROVED AS TO FORM:
22 Gregory P. Priamos
23 County Counsel

By: 
24 R. Todd Fourn
25 Deputy County Counsel

26 MH:ra/102315/LE025/17.761 S:\Real Property\TYPING\Docs-17.500 to 17.999\17.761.doc