

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



ITEM  
3.13  
(ID # 2785)

**MEETING DATE:**  
Tuesday, January 17, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): First Amendment to Lease, Riverside University Health System – Behavioral Health Temecula, Two Year Lease Extension, CEQA Exempt, District 3, [\$1,310,023] Federal 60%, State 40%

**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 First 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 within 5 days of approval by the Board.

**ACTION:** Policy, CIP

Robert M. ...  
County Director of Economic Development

11/28/2016

Ivan Chand  
1/11/2017

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 260,748	\$ 88,701	\$ 1,310,023	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal 60%, State 40%			Budget Adjustment:	No
			For Fiscal Year:	2016/17 -2023/24

**C.E.O. RECOMMENDATION:**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: January 17, 2017  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**3.13**

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

**BACKGROUND:**

**Summary**

This First Amendment to Lease represents a request from the Riverside University Health System – Behavioral Health to expand the leased premises for its office located at 40925 County Center Drive, Suites 100, 140, and 200, Temecula, California, by 5,317 square feet. The department will expand into Suite 110, for a total of 21,941 square feet. The Lessor will complete tenant improvements to add a Kids Room, including framing, drywall, HVAC, paint, flooring, fire sprinkler adjustment, new doors, insulation, electrical, drop ceiling, hardware, the addition of three offices, two group rooms, kids room, moms room, and kids restroom. The County shall reimburse Lessor \$161,050.00 for the cost of the tenant improvements. In addition, a fifteen percent contingency has been added for the County's use.

The expansion space will provide office space to Pathways to Success and MOMS Perinatal Program. Pathway to Success provides screening, assessments, job coaching and training done through individual appointments, group and classroom activities. MOMS Perinatal Program is an intensive outpatient treatment program for pregnant and parenting for substance using women. A child learning laboratory is provided as part of treatment, where women learn hands-on parenting skills.

Pursuant to the California Environmental Quality Act (CEQA), the First Amendment to Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1-Existing Facilities and Section 15061(b)(3). The proposed project, the First Amendment to Lease, is the continuation of the letting of property involving existing facilities with minor or negligible tenant improvement alterations and expansion of an existing use will occur.

The First Amendment to Lease is summarized as follows:

Lessor:	Stewart Group, LLC 2612 26th Street Santa Monica, California 90405-2822	
Location:	40925 County Center Drive, Suites 100, 110, 140 and 200, Temecula, California	
Term:	Expires August 31, 2023	
Size:	Existing 16,624 sq. ft.	Expansion 5,317 sq. ft.(Suite 110) Totals 21,941 sq. ft.
Rent:	Current \$1.80 per sq. ft. \$ 29,981.88 per month \$359,782.56 per year	New \$1.68 per sq. ft. \$ 36,860.88 per month \$442,330.56 per year
Rent Adjustment:	Two and one half percent	

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

Utilities: County pays for telephone, gas and electrical services, Landlord pays for all other services.

Custodial: Landlord

Maintenance: Landlord

RCIT Cost: \$33,169.15

Tenant Improvements: \$161,050.00 to be reimbursed by County, an additional 15% contingency for County use

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

**Impact on Citizens and Businesses**

The expansion of healthcare services and programs offered at this facility will provide a positive benefit to the citizens of this region of the County. Businesses in the area will also benefit from the added activity and the positive economic impact that County occupancy and long term jobs provide to a region.

**SUPPLEMENTAL:**

**Additional Fiscal Information:**

RUHS-Behavioral Health will budget these costs in FY 2016/17 and will reimburse EDA for all lease costs on a monthly basis.

**Contract History and Price Reasonableness:**

This Lease has been in place since August 2014

**Attachments:**

Exhibits A, B & C

First Amendment to Lease


Notice of Exemption

Aerial Map

RF:JWW:VC:VY:MH:tg 18.479 13385

Minute Traq ID 2785

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

  
Rahini Dasika 1/10/2017

# Exhibit C

FY 2018/19 to FY 2023/24

RUHS - Behavioral Health Lease Cost Analysis

40925 County Center Drive, Suites 100, 110, 140 & 200, Temecula, California

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

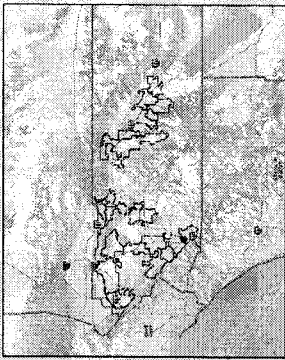
New Office: 21,941 SQFT

	FY 2018/19	FY 2019/20	FY 2020/21 to FY 2023/24
Approximate Cost per SQFT (July - Feb)	\$ 1.72	\$ 1.77	
Approximate Cost per SQFT (Mar - June)	\$ 1.77	\$ 1.81	
Lease Cost per Month (July - Feb)	\$ 37,782.40	\$ 38,726.96	
Lease Cost per Month (Mar - June)	\$ 38,726.96	\$ 39,695.14	
Total Lease Cost (July - Feb)	\$ 302,259.22	\$ 309,815.70	\$ 1,062,193.46
Total Lease Cost (Mar - June)	\$ 154,907.85	\$ 158,780.54	\$ 500,558.15
<b>Total Estimated Lease Cost for FY 2018/19 to FY 2023/24</b>	<b>\$ 457,167.06</b>	<b>\$ 468,596.24</b>	<b>\$ 1,562,751.61</b>
 <b><u>Estimated Additional Costs:</u></b>			
Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 2,632.92	\$ 2,632.92	\$ 2,632.92
Total Estimated Utility Cost	\$ 31,595.04	\$ 31,595.04	\$ 100,050.96
EDA Lease Management Fee - 4.92%	\$ 22,492.62	\$ 23,054.94	\$ 76,887.38
<b>Total Estimated Cost for FY 2018/19 to FY 2023/24</b>	<b>\$ 511,254.72</b>	<b>\$ 523,246.22</b>	<b>\$ 1,739,689.95</b>
Previously Approved Cost for FY 2018/19 to FY 2023/24	\$ 621,950.49	\$ 831,352.02	\$ 360,313.35
<b>AMOUNT FOR FY 2018/19 to FY 2023/24</b>	<b>\$ (110,695.76)</b>	<b>\$ (308,105.81)</b>	<b>\$ 1,379,376.60</b>

F11: Cost - Total Cost \$ 1,310,023.37

# Behavioral Health - Temecula

First Amendment to Lease



Legend



0 326

652 Feet



REPORT PRINTED ON... 10/13/2016 2:04:38 PM

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**\*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.

**Notes**  
40925 County Center Drive  
Suites 100, 110, 140 and 200  
Temecula, CA

1 **FIRST AMENDMENT TO LEASE**

2 **40925 County Center Drive, Suites 100, 140 and 200, Temecula, California**

3  
4 **THIS FIRST AMENDMENT TO LEASE** ("1<sup>st</sup> Amendment"), dated as of  
5 January 17, 2017 is entered by and between the COUNTY OF RIVERSIDE, a  
6 political subdivision of the State of California, as Lessee, and STEWART GROUP,  
7 LLC, a California limited liability company, as Lessor, sometimes collectively referred to  
8 as the "Parties".

9 **RECITALS**

10 a. Lessor and County have entered into that certain Lease, dated December  
11 10, 2013, (the "Original Lease") pursuant to which Lessor has agreed to lease to  
12 County and County has agreed to lease from Lessor that certain building located at  
13 40925 County Center Drive, Temecula, California (the "Building"), as more particularly  
14 described in the Lease (the "Original Premises").

15 b. In addition to the Original Premises, County desires to lease from Lessor  
16 and Lessor desires to lease to County, Suite 110, consisting of 5,317 rentable square  
17 feet (the "Expansion Space") on the terms and conditions set forth herein. The Original  
18 Premises and the Expansion Space are collectively referred to herein as the  
19 "Premises".

20 c. The Original Lease together with this Amendment are collectively referred  
21 to as the "Lease."

22 d. The Parties now desire to amend the Lease to amend the rental  
23 amounts, increase square footage and complete improvements to the Expansion  
24 Space.

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

27 1. **Premises.** Section 2.2 of the Original Lease is hereby amended by the  
28 following:

501 101 101 101

JAN 17 2017 3.13

1 a. The term "Premises" shall mean the rentable area in the Building  
2 consisting of approximately 5,317 square feet in Suite 110 and existing 5,130 square  
3 feet in Suites 100 and 140. In addition to this, there is 11,494 square feet in Suite 200.  
4 The total square footage is 21,941 square feet, as outlined in Exhibit "A" attached  
5 hereto and incorporated herein.

6 b. Exhibit "A" of the Original Lease is hereby deleted in its entirety  
7 and replaced with Exhibit "A" attached hereto and incorporated herein by this  
8 reference.

9 2. **Term.** Section 4.1 of the Original Lease is hereby amended by the  
10 following: The term of the lease shall commence on the date County accepts the  
11 Expansion Space for occupancy ("Commencement Date") and shall expire at midnight  
12 on the last day of the August 31, 2023 ("Expiration Date").

13 3. **Rent.** Section 5 of the Original Lease is hereby amended by the  
14 following:

15 (a) County shall pay to Lessor upon completion and acceptance of the  
16 Tenant Improvements the sum of \$36,860.88 monthly.

17 (b) The monthly rent shall be increased two and one half (2.5%) percent  
18 annually.

19 4. **Alterations and Additions.** Section 11.1 of the Original Lease is hereby  
20 amended to add subsection 11.1.14 as follows:

21 (a) The total cost of the tenant improvements is \$161,050.00 per  
22 attached Proposal Exhibit A-1. Lessor, at its sole cost and expense, shall construct  
23 certain tenant improvements, as set forth in Exhibit "A", attached to this Amendment,  
24 and incorporated herein by reference. The cost of the tenant improvements as paid by  
25 County shall not exceed \$161,050.00 of the total cost. In addition to the total cost of  
26 the improvements a fifteen (15%) percent contingency has been added for County's  
27 use totaling \$185,207.50. Lessor shall provide an itemized statement of the actual cost  
28 of the tenant improvements upon completion. The Riverside University Health System



1 – Behavioral Health (RUHS-BH) will reimburse Lessor within thirty (30) days of receipt  
2 of itemized statement of the actual cost, or as soon thereafter as a warrant can be  
3 issued. Lessor shall submit to County a complete set of approved “As-Built” drawings.

4       **5. County’s Right to Early Termination.** In the event County terminates  
5 this Lease for the reason stated in Section 6.4 of the Original Lease, and said  
6 termination occurs during the Original Term or Extension Term as agreed herein,  
7 County agrees to pay Lessor the unamortized balance of Lessor’s Share of Leasehold  
8 Improvement Costs in the amount of \$215,134.60 from the Original Lease and Lessor’s  
9 related costs in the amount of \$48,247.07 for Improvement Related Costs for the  
10 expansion space. The unamortized balance of the Lessor’s share of Leasehold  
11 improvement costs and Improvement Related Cost is set forth as the “Ending  
12 Balance,” as indicated in the Table in Exhibit B attached hereto. In the event of  
13 termination for the reason stated in Section 6.4 of the Original Lease, County shall pay  
14 to Lessor the unamortized balance of the Lessor’s Share of Leasehold Improvement  
15 Costs and Improvement Related Cost based upon the month and year of termination.  
16 This Paragraph and Exhibit B shall not be interpreted as requiring County to pay  
17 Lessor monthly payments for these unamortized costs as they are Lessor’s share of  
18 the Leasehold Improvement Cost and are only owed to Lessor in the event of  
19 Termination by County. Such shall be due and payable within thirty (30) days of such  
20 termination.

21       In addition, in the event that County terminates this Lease as provided in  
22 Section 6.4 of the Original Lease, County agrees to pay to Lessor a penalty as full  
23 satisfaction a sum equal to ten (10%) percent of the monthly rent that would have been  
24 paid to Lessor for the remaining term of the Lease in effect from the date of termination  
25 through the scheduled date, or six (6) months of the then rent, whichever is greater.

26       **6. Capitalized Terms.** First Amendment to Prevail. Unless defined herein  
27 or the context requires otherwise, all capitalized terms herein shall have the meaning  
28 defined in the Lease, as heretofore amended. The provisions of this First Amendment



1           8.     **EFFECTIVE DATE.** This First 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.

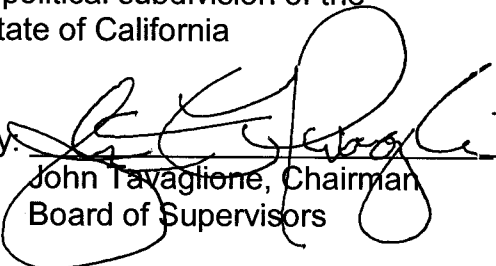
4           IN WITNESS WHEREOF, the parties have executed this Amendment as of the  
5 date first written above.

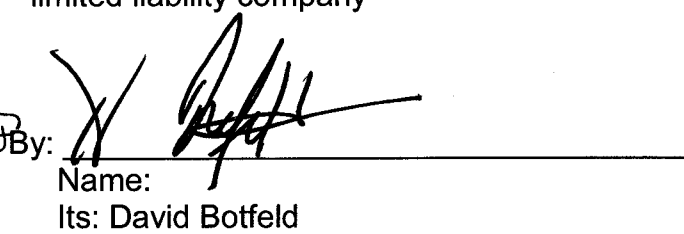
6  
7 **LESSEE:**

**LESSOR:**

8 COUNTY OF RIVERSIDE,  
9 a political subdivision of the  
10 State of California

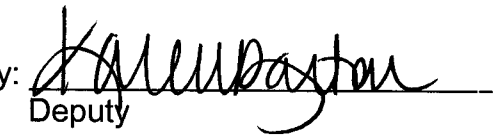
THE STEWART GROUP LLC, a California  
limited liability company

11 By:   
12 John Favaglione, Chairman  
13 Board of Supervisors

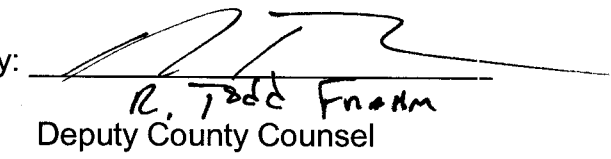
By:   
Name:  
Its: David Botfeld

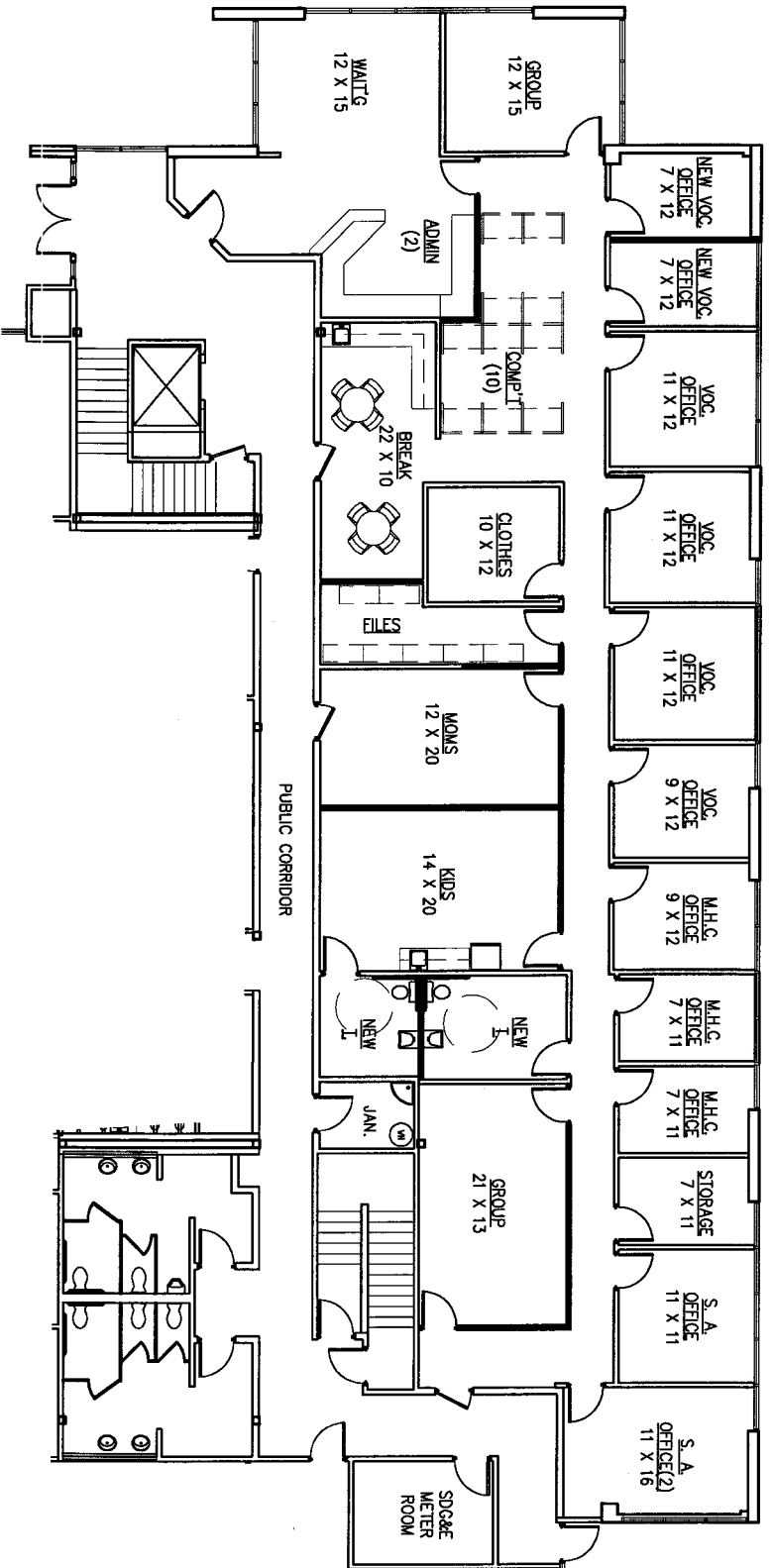
14 **ATTEST:**

15 Kecia Harper-Ihem  
16 Clerk of the Board

17 By:   
18 Deputy

19  
20 **APPROVED AS TO FORM:**  
21 Gregory P. Priamos, County Counsel

22 By:   
23 R. Todd Fraden  
24 Deputy County Counsel



SUITE 110 - SPACE STUDY FLOOR PLAN "B"  
 1/16" = 1'-0"

EXHIBIT A

28JUL16

COUNTY OF RIVERSIDE

HIGHLANDS 1 OFFICE  
 40925 COUNTY CENTER DRIVE  
 TEMECULA, CALIFORNIA

STEPHEN G. BROWN  
 PLANNING+DESIGN

**NOT A PART**

**SUITES 100 & 140**  
5,130 SFR

**FIRST FLOOR - SPACE STUDY PLAN "F"**  
1/8" = 1'-0"

**SUITE 200**  
11,414 SFR

**SECOND FLOOR - SPACE STUDY PLAN "F"**  
1/8" = 1'-0"

**PARISH SCHEDULE**

1. GENERAL NOTES TO ARCHITECT

2. GENERAL NOTES TO CONTRACTOR

3. GENERAL NOTES TO OWNER

4. GENERAL NOTES TO ALL TRADES

5. GENERAL NOTES TO ALL SUBCONTRACTORS

6. GENERAL NOTES TO ALL SUPPLIERS

7. GENERAL NOTES TO ALL VENDORS

8. GENERAL NOTES TO ALL MANUFACTURERS

9. GENERAL NOTES TO ALL INSTALLERS

10. GENERAL NOTES TO ALL FINISHERS

11. GENERAL NOTES TO ALL PAINTERS

12. GENERAL NOTES TO ALL CARPENTERS

13. GENERAL NOTES TO ALL ELECTRICIANS

14. GENERAL NOTES TO ALL PLUMBERS

15. GENERAL NOTES TO ALL MECHANICAL CONTRACTORS

16. GENERAL NOTES TO ALL ROOFING CONTRACTORS

17. GENERAL NOTES TO ALL GLAZIERS

18. GENERAL NOTES TO ALL METALWORKERS

19. GENERAL NOTES TO ALL WELDERS

20. GENERAL NOTES TO ALL MILLWRIGHTS

21. GENERAL NOTES TO ALL BLACKSMITHS

22. GENERAL NOTES TO ALL TINSMITHS

23. GENERAL NOTES TO ALL SIGNMAKERS

24. GENERAL NOTES TO ALL LETTERHEADERS

25. GENERAL NOTES TO ALL BANNERMAKERS

26. GENERAL NOTES TO ALL DISPLAYMAKERS

27. GENERAL NOTES TO ALL PHOTOGRAPHERS

28. GENERAL NOTES TO ALL VIDEOGRAPHERS

29. GENERAL NOTES TO ALL AUDIOGRAPHERS

30. GENERAL NOTES TO ALL MUSICIANS

31. GENERAL NOTES TO ALL DANCERS

32. GENERAL NOTES TO ALL ACTORS

33. GENERAL NOTES TO ALL THEATRE MANAGERS

34. GENERAL NOTES TO ALL THEATRE TECHNICIANS

35. GENERAL NOTES TO ALL THEATRE DESIGNERS

36. GENERAL NOTES TO ALL THEATRE COSTUME DESIGNERS

37. GENERAL NOTES TO ALL THEATRE PROPRIETORS

38. GENERAL NOTES TO ALL THEATRE INVESTORS

39. GENERAL NOTES TO ALL THEATRE PATRONS

40. GENERAL NOTES TO ALL THEATRE EMPLOYEES

41. GENERAL NOTES TO ALL THEATRE VOLUNTEERS

42. GENERAL NOTES TO ALL THEATRE SUPPORT STAFF

43. GENERAL NOTES TO ALL THEATRE SECURITY STAFF

44. GENERAL NOTES TO ALL THEATRE CLEANING STAFF

45. GENERAL NOTES TO ALL THEATRE MAINTENANCE STAFF

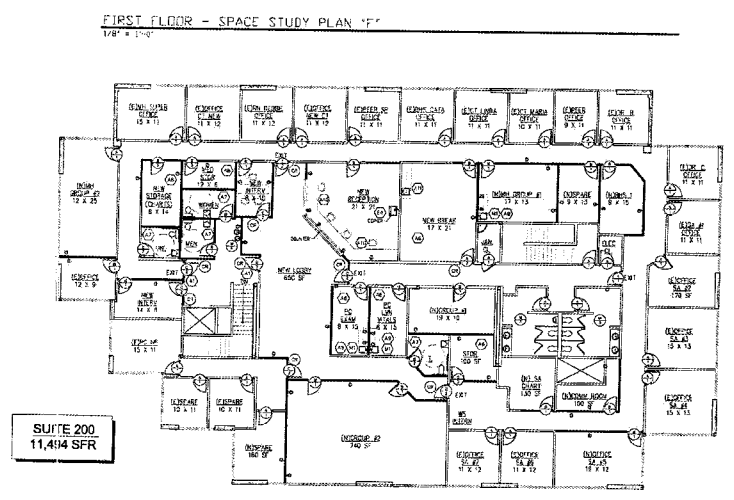
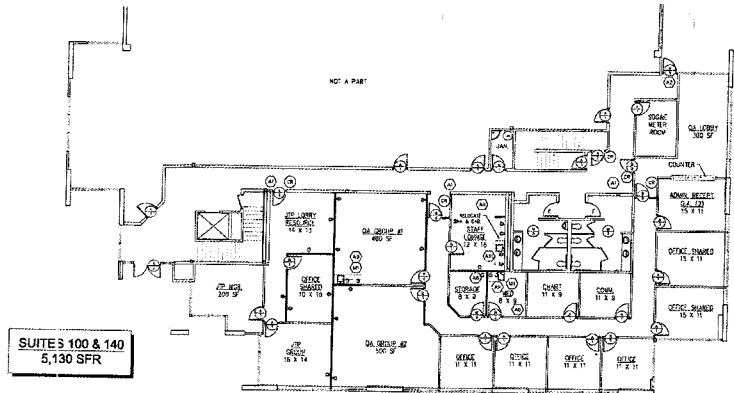
46. GENERAL NOTES TO ALL THEATRE RECEPTION STAFF

47. GENERAL NOTES TO ALL THEATRE TICKET SALES STAFF

48. GENERAL NOTES TO ALL THEATRE BOX OFFICE STAFF

49. GENERAL NOTES TO ALL THEATRE BOXING STAFF

50. GENERAL NOTES TO ALL THEATRE BOXING STAFF



PLANNING + DESIGN  
COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH  
151 AND 2ND FLOOR PLANNING PLANS  
DATE: 04/10/00  
PROJECT: HIGHLAND OFFICE PARK  
10000 HIGHWAY 78  
RIVERSIDE, CALIFORNIA

1 of 2

EXHIBIT "A"



Zepeda Plumbing Construction Co., Inc.

P.O. Box 2370  
 Temecula, California 92593  
 Lic. #B-904437  
 951-445-4925  
 fax: 951-445-4942  
 srjzepeda@aol.com

Proposal

Proposal No. 848
Date 10/12/16

<b>Proposed To</b>
Coastline Equity 41769 Enterprise Temecula, Ca 92590

Description	Amount
Job: Highlands 1 Office 40925 County Center Dr. Ste 110  This Contract includes Prevailing Wage Painting through out suite 1 Cooler T.B.T. bathrooms, Semi Gloss T.B.T Electrical all to be brought up to title 24 standards Install Carpet and Base through out Vinyl in Two R/R All Fire Heads required by City Relocation of new Doors, Jams, Styles and build out Four Offices Reconfigure of existing Vents, Supply and Return into new Grid location according to new Office Build outs Install new Counter, Upper and Lower for Lunch Area, basic cabinetry Complete ADA R/R Adults and 1 Kitchen Sink Complete restroom for Small Youth  *****Anything Not Included Above is EXCLUDED*****  All Work and Pricing is Subject to Final Set of Plans Any changes ageeed upon by the Owner and Contractor is Subject to Change Order, weather it is an increase or a decrease in Cost  Propose to Furnish Material and Labor with above Specifications	156,050.00
Payment Due as Follows: Draw Basis base upon Percentage of Work Completed Plans Permits Engineering Fees	5,000.00
<b>Total</b>	<b>\$161,050.00</b>

EXHIBIT "A1"

**EXHIBIT B**

AMMENDED LESSOR'S SHARE OF LEASEHOLD IMPROVEMENTS COSTS - SUITES 100,  
110, 140 & 200

**Initial Data**

Total	<b>\$263,381.67</b>
Annual interest rate:	0.00%
Term in years:	6.42
Allocation per year:	12
First allocation:	3/13/2017

**ALLOCATED AMOUNT**

Amount:	<b>\$3,372.79</b>
Amount	\$3,372.79
1st allocation in table:	1

**Table**

Mo. No.	Date *	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	3/13/2017	263,381.67	0.00	3,372.79	260,008.88	0.00
2	4/13/2017	260,008.88	0.00	3,372.79	256,636.09	0.00
3	5/13/2017	256,636.09	0.00	3,372.79	253,263.30	0.00
4	6/13/2017	253,263.30	0.00	3,372.79	249,890.51	0.00
5	7/13/2017	249,890.51	0.00	3,372.79	246,517.72	0.00
6	8/13/2017	246,517.72	0.00	3,372.79	243,144.93	0.00
7	9/13/2017	243,144.93	0.00	3,372.79	239,772.14	0.00
8	10/13/2017	239,772.14	0.00	3,372.79	236,399.35	0.00
9	11/13/2017	236,399.35	0.00	3,372.79	233,026.56	0.00
10	12/13/2017	233,026.56	0.00	3,372.79	229,653.77	0.00
11	1/13/2018	229,653.77	0.00	3,372.79	226,280.98	0.00
12	2/13/2018	226,280.98	0.00	3,372.79	222,908.19	0.00
13	3/13/2018	222,908.19	0.00	3,372.79	219,535.40	0.00
14	4/13/2018	219,535.40	0.00	3,372.79	216,162.61	0.00
15	5/13/2018	216,162.61	0.00	3,372.79	212,789.82	0.00
16	6/13/2018	212,789.82	0.00	3,372.79	209,417.03	0.00
17	7/13/2018	209,417.03	0.00	3,372.79	206,044.24	0.00
18	8/13/2018	206,044.24	0.00	3,372.79	202,671.45	0.00
19	9/13/2018	202,671.45	0.00	3,372.79	199,298.66	0.00
20	10/13/2018	199,298.66	0.00	3,372.79	195,925.87	0.00
21	11/13/2018	195,925.87	0.00	3,372.79	192,553.08	0.00
22	12/13/2018	192,553.08	0.00	3,372.79	189,180.29	0.00
23	1/13/2019	189,180.29	0.00	3,372.79	185,807.50	0.00
24	2/13/2019	185,807.50	0.00	3,372.79	182,434.71	0.00
25	3/13/2019	182,434.71	0.00	3,372.79	179,061.92	0.00
26	4/13/2019	179,061.92	0.00	3,372.79	175,689.13	0.00
27	5/13/2019	175,689.13	0.00	3,372.79	172,316.34	0.00
28	6/13/2019	172,316.34	0.00	3,372.79	168,943.55	0.00
29	7/13/2019	168,943.55	0.00	3,372.79	165,570.76	0.00
30	8/13/2019	165,570.76	0.00	3,372.79	162,197.97	0.00
31	9/13/2019	162,197.97	0.00	3,372.79	158,825.18	0.00
32	10/13/2019	158,825.18	0.00	3,372.79	155,452.39	0.00
33	11/13/2019	155,452.39	0.00	3,372.79	152,079.60	0.00



## EXHIBIT B - CONTINUED

Mo. No.	Date *	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
34	12/13/2019	152,079.60	0.00	3,372.79	148,706.81	0.00
35	1/13/2020	148,706.81	0.00	3,372.79	145,334.02	0.00
36	2/13/2020	145,334.02	0.00	3,372.79	141,961.23	0.00
37	3/13/2020	141,961.23	0.00	3,372.79	138,588.44	0.00
38	4/13/2020	138,588.44	0.00	3,372.79	135,215.65	0.00
39	5/13/2020	135,215.65	0.00	3,372.79	131,842.86	0.00
40	6/13/2020	131,842.86	0.00	3,372.79	128,470.07	0.00
41	7/13/2020	128,470.07	0.00	3,372.79	125,097.28	0.00
42	8/13/2020	125,097.28	0.00	3,372.79	121,724.49	0.00
43	9/13/2020	121,724.49	0.00	3,372.79	118,351.70	0.00
44	10/13/2020	118,351.70	0.00	3,372.79	114,978.91	0.00
45	11/13/2020	114,978.91	0.00	3,372.79	111,606.12	0.00
46	12/13/2020	111,606.12	0.00	3,372.79	108,233.33	0.00
47	1/13/2021	108,233.33	0.00	3,372.79	104,860.54	0.00
48	2/13/2021	104,860.54	0.00	3,372.79	101,487.75	0.00
49	3/13/2021	101,487.75	0.00	3,372.79	98,114.96	0.00
50	4/13/2021	98,114.96	0.00	3,372.79	94,742.17	0.00
51	5/13/2021	94,742.17	0.00	3,372.79	91,369.38	0.00
52	6/13/2021	91,369.38	0.00	3,372.79	87,996.59	0.00
53	7/13/2021	87,996.59	0.00	3,372.79	84,623.80	0.00
54	8/13/2021	84,623.80	0.00	3,372.79	81,251.01	0.00
55	9/13/2021	81,251.01	0.00	3,372.79	77,878.22	0.00
56	10/13/2021	77,878.22	0.00	3,372.79	74,505.43	0.00
57	11/13/2021	74,505.43	0.00	3,372.79	71,132.64	0.00
58	12/13/2021	71,132.64	0.00	3,372.79	67,759.85	0.00
59	1/13/2022	67,759.85	0.00	3,372.79	64,387.06	0.00
60	2/13/2022	64,387.06	0.00	3,372.79	61,014.27	0.00
61	3/13/2022	61,014.27	0.00	3,372.79	57,641.48	0.00
62	4/13/2022	57,641.48	0.00	3,372.79	54,268.69	0.00
63	5/13/2022	54,268.69	0.00	3,372.79	50,895.90	0.00
64	6/13/2022	50,895.90	0.00	3,372.79	47,523.11	0.00
65	7/13/2022	47,523.11	0.00	3,372.79	44,150.32	0.00
66	8/13/2022	44,150.32	0.00	3,372.79	40,777.53	0.00
67	9/13/2022	40,777.53	0.00	3,372.79	37,404.74	0.00
68	10/13/2022	37,404.74	0.00	3,372.79	34,031.95	0.00
69	11/13/2022	34,031.95	0.00	3,372.79	30,659.16	0.00
70	12/13/2022	30,659.16	0.00	3,372.79	27,286.37	0.00
71	1/13/2023	27,286.37	0.00	3,372.79	23,913.58	0.00
72	2/13/2023	23,913.58	0.00	3,372.79	20,540.79	0.00
73	3/13/2023	20,540.79	0.00	3,372.79	17,168.00	0.00
74	4/13/2023	17,168.00	0.00	3,372.79	13,795.21	0.00
75	5/13/2023	13,795.21	0.00	3,372.79	10,422.42	0.00
76	6/13/2023	10,422.42	0.00	3,372.79	7,049.63	0.00
77	7/13/2023	7,049.63	0.00	7,049.63	0.00	0.00

\*This allocation is not an additional monthly payment in addition to the monthly rent in Paragrap

EXHIBIT B - CONTINUED

Mo. No.	Date *	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
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The sole purpose of this Exhibit is only to calculate the un-amortized balance of improvements Lessor's Share of Leasehold Improvements in the event of termination by County as set forth in Section 6.4 of the Lease.

**EXHIBIT B-1**

ORIGINAL LEASE LESSOR'S SHARE OF LEASEHOLD IMPROVEMENTS COSTS – SUITES 100, 140  
& 200

**Initial Data**

Total	\$332,789.96
Annual interest rate:	0.00%
Term in years:	7
Allocation per year:	12
First allocation:	8/13/2014
<b>ALLOCATED AMOUNT</b>	
Amount:	\$3,676.73
Amount	\$3,676.73
1st allocation in table:	1

No.	Date *	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	8/13/2014	332,789.96	0.00	3,676.73	329,113.23	0.00
2	9/13/2014	329,113.23	0.00	3,676.73	325,436.50	0.00
3	10/13/2014	325,436.50	0.00	3,676.73	321,759.77	0.00
4	11/13/2014	321,759.77	0.00	3,676.73	318,083.04	0.00
5	12/13/2014	318,083.04	0.00	3,676.73	314,406.31	0.00
6	1/13/2015	314,406.31	0.00	3,676.73	310,729.58	0.00
7	2/13/2015	310,729.58	0.00	3,676.73	307,052.85	0.00
8	3/13/2015	307,052.85	0.00	3,676.73	303,376.12	0.00
9	4/13/2015	303,376.12	0.00	3,676.73	299,699.39	0.00
10	5/13/2015	299,699.39	0.00	3,676.73	296,022.66	0.00
11	6/13/2015	296,022.66	0.00	3,676.73	292,345.93	0.00
12	7/13/2015	292,345.93	0.00	3,676.73	288,669.20	0.00
13	8/13/2015	288,669.20	0.00	3,676.73	284,992.47	0.00
14	9/13/2015	284,992.47	0.00	3,676.73	281,315.74	0.00
15	10/13/2015	281,315.74	0.00	3,676.73	277,639.01	0.00
16	11/13/2015	277,639.01	0.00	3,676.73	273,962.28	0.00
17	12/13/2015	273,962.28	0.00	3,676.73	270,285.55	0.00
18	1/13/2016	270,285.55	0.00	3,676.73	266,608.82	0.00
19	2/13/2016	266,608.82	0.00	3,676.73	262,932.09	0.00
20	3/13/2016	262,932.09	0.00	3,676.73	259,255.36	0.00
21	4/13/2016	259,255.36	0.00	3,676.73	255,578.63	0.00
22	5/13/2016	255,578.63	0.00	3,676.73	251,901.90	0.00
23	6/13/2016	251,901.90	0.00	3,676.73	248,225.17	0.00
24	7/13/2016	248,225.17	0.00	3,676.73	244,548.44	0.00
25	8/13/2016	244,548.44	0.00	3,676.73	240,871.71	0.00
26	9/13/2016	240,871.71	0.00	3,676.73	237,194.98	0.00
27	10/13/2016	237,194.98	0.00	3,676.73	233,518.25	0.00
28	11/13/2016	233,518.25	0.00	3,676.73	229,841.52	0.00
29	12/13/2016	229,841.52	0.00	3,676.73	226,164.79	0.00
30	1/13/2017	226,164.79	0.00	3,676.73	222,488.06	0.00
31	2/13/2017	222,488.06	0.00	3,676.73	218,811.33	0.00
32	3/13/2017	218,811.33	0.00	3,676.73	215,134.60	0.00
33	4/13/2017	215,134.60	0.00	3,676.73	211,457.87	0.00

## EXHIBIT B-1 - CONTINUED

Mo. No.	Date *	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
34	5/13/2017	211,457.87	0.00	3,676.73	207,781.14	0.00
35	6/13/2017	207,781.14	0.00	3,676.73	204,104.41	0.00
36	7/13/2017	204,104.41	0.00	3,676.73	200,427.68	0.00
37	8/13/2017	200,427.68	0.00	3,676.73	196,750.95	0.00
38	9/13/2017	196,750.95	0.00	3,676.73	193,074.22	0.00
39	10/13/2017	193,074.22	0.00	3,676.73	189,397.49	0.00
40	11/13/2017	189,397.49	0.00	3,676.73	185,720.76	0.00
41	12/13/2017	185,720.76	0.00	3,676.73	182,044.03	0.00
42	1/13/2018	182,044.03	0.00	3,676.73	178,367.30	0.00
43	2/13/2018	178,367.30	0.00	3,676.73	174,690.57	0.00
44	3/13/2018	174,690.57	0.00	3,676.73	171,013.84	0.00
45	4/13/2018	171,013.84	0.00	3,676.73	167,337.11	0.00
46	5/13/2018	167,337.11	0.00	3,676.73	163,660.38	0.00
47	6/13/2018	163,660.38	0.00	3,676.73	159,983.65	0.00
48	7/13/2018	159,983.65	0.00	3,676.73	156,306.92	0.00
49	8/13/2018	156,306.92	0.00	3,676.73	152,630.19	0.00
50	9/13/2018	152,630.19	0.00	3,676.73	148,953.46	0.00
51	10/13/2018	148,953.46	0.00	3,676.73	145,276.73	0.00
52	11/13/2018	145,276.73	0.00	3,676.73	141,600.00	0.00
53	12/13/2018	141,600.00	0.00	3,676.73	137,923.27	0.00
54	1/13/2019	137,923.27	0.00	3,676.73	134,246.54	0.00
55	2/13/2019	134,246.54	0.00	3,676.73	130,569.81	0.00
56	3/13/2019	130,569.81	0.00	3,676.73	126,893.08	0.00
57	4/13/2019	126,893.08	0.00	3,676.73	123,216.35	0.00
58	5/13/2019	123,216.35	0.00	3,676.73	119,539.62	0.00
59	6/13/2019	119,539.62	0.00	3,676.73	115,862.89	0.00
60	7/13/2019	115,862.89	0.00	3,676.73	112,186.16	0.00
61	8/13/2019	112,186.16	0.00	3,676.73	108,509.43	0.00
62	9/13/2019	108,509.43	0.00	3,676.73	104,832.70	0.00
63	10/13/2019	104,832.70	0.00	3,676.73	101,155.97	0.00
64	11/13/2019	101,155.97	0.00	3,676.73	97,479.24	0.00
65	12/13/2019	97,479.24	0.00	3,676.73	93,802.51	0.00
66	1/13/2020	93,802.51	0.00	3,676.73	90,125.78	0.00
67	2/13/2020	90,125.78	0.00	3,676.73	86,449.05	0.00
68	3/13/2020	86,449.05	0.00	3,676.73	82,772.32	0.00
69	4/13/2020	82,772.32	0.00	3,676.73	79,095.59	0.00
70	5/13/2020	79,095.59	0.00	3,676.73	75,418.86	0.00
71	6/13/2020	75,418.86	0.00	3,676.73	71,742.13	0.00
72	7/13/2020	71,742.13	0.00	3,676.73	68,065.40	0.00
73	8/13/2020	68,065.40	0.00	3,676.73	64,388.67	0.00
74	9/13/2020	64,388.67	0.00	3,676.73	60,711.94	0.00
75	10/13/2020	60,711.94	0.00	3,676.73	57,035.21	0.00
76	11/13/2020	57,035.21	0.00	3,676.73	53,358.48	0.00
77	12/13/2020	53,358.48	0.00	3,676.73	49,681.75	0.00
78	1/13/2021	49,681.75	0.00	3,676.73	46,005.02	0.00
79	2/13/2021	46,005.02	0.00	3,676.73	42,328.29	0.00
80	3/13/2021	42,328.29	0.00	3,676.73	38,651.56	0.00
81	4/13/2021	38,651.56	0.00	3,676.73	34,974.83	0.00
82	5/13/2021	34,974.83	0.00	3,676.73	31,298.10	0.00
83	6/13/2021	31,298.10	0.00	3,676.73	27,621.37	0.00
84	7/13/2021	27,621.37	0.00	3,676.73	23,944.64	0.00

\*This allocation is not an additional monthly payment in addition to the monthly rent in Paragrap



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

1/18/17  
Date

KB  
Initial

## NOTICE OF EXEMPTION

November 28, 2016

**Project Name:** County of Riverside, Economic Development Agency (EDA) Riverside University Health System-Behavioral Health (RUHS-BH) First Amendment to Lease, Temecula

**Project Number:** FM042670003600

**Project Location:** 40925 County Center Drive, Suites 100, 110, and 200, north of Winchester Road, east of I-15, Temecula, California 92591; APN 910-110-085; (See Attached Exhibit)

**Description of Project:** The County of Riverside (County) entered into a Lease Agreement with The Stewart Group, LLC on December 10, 2013 for Suites 100, 140, and 200 at the building located at 40925 County Center Drive in Temecula, California. The County is seeking to amend the Lease Agreement to include Suite 110, which consists of 5,317 square foot of office space, and revise the duration and rent associated with the Lease Agreement. The expansion space will provide office space to Pathways to Success and MOMS Perinatal Program. Pathway to Success provides screening, assessments, job coaching & training done through individual appointments, group and classroom activities. MOMS Perinatal Program is an intensive outpatient treatment program for pregnant and parenting substance using women. A child learning laboratory is provided as part of treatment, where women learn hands-on parenting skills. Minor tenant improvements will be incorporated to provide connectivity and functionality to the new space, including framing, drywall, HVAC, paint, flooring, fire sprinkler adjustment, new doors, insulation, electrical, drop ceiling, and hardware. The additional office suite will expand the amount of leased space from 16,624 to 21,941 square feet and the term of the lease shall extend through August 31, 2023. The First Amendment to the Lease Agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project would involve the continuation of the letting of property involving existing facilities with interior tenant improvement alterations. No expansion of the existing office building will occur. The operation of the facility will continue to provide behavioral health services and 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 First Amendment to the Lease Agreement.

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[www.rivcoeda.org](http://www.rivcoeda.org)

Administration  
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Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

- **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. Subsection (e) of this exemption also allows for additions to existing buildings of up to 10,000 square feet if the use is consistent with the planned use and is not located in an environmentally sensitive area. The Project, as proposed, is limited to an amendment to a Lease and includes an additional 5,317 square foot in the amount of space leased. The Project does not require the construction of an addition to an existing building, but rather increases the amount of leased area by RUHS in an existing building. The First Amendment to the Lease will not increase or expand the use of the site, as no alterations to the existing building are being considered. The site is currently developed and does not contain environmentally sensitive areas. The additional leased space identified in Suite 110 is available and has all of the necessary infrastructure in place to accommodate the existing needs of the RUHS-BH. The proposed tenant improvements would provide connectivity to the existing RUHS-BH space and provide functionality to the facility. The existing building was designed and planned for occupancy of the suites and the use of the available suite by RUHS-BH would be consistent with the permitted and planned capacity of the site and would result in 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 First Amendment to the Lease and increased leased area 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 and existing building 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: 11/28/16

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