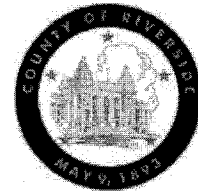


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.10
(ID # 3870)

MEETING DATE:

Tuesday, April 18, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Third Amendment to Lease, RUHS Public Health Community Action Partnership (CAP) and Women, Infants and Children (WIC), Riverside, 10 Year Lease, CEQA Exempt, District 1, [\$6,287,134]; Federal 100% (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

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);

Approve the attached Third Amendment to Lease and authorize the Chairman of the Board to execute same on behalf of the County; and

Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

ACTION: Policy


Robert Field, Assistant County Executive Officer/EDA

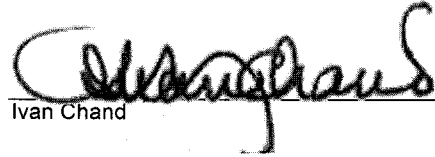
3/30/2017


Brenda Freeman

3/30/2017


Sarah S Mack, Director of Public Health

3/30/2017



Ivan Chand

4/11/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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: April 18, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$236,343	\$533,857	\$6,287,134	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 100%			Budget Adjustment: No	
			For Fiscal Year: FY2016/17-2026/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Third Amendment to Lease represents a request from the Community Action Partnership (CAP) to extend the lease for its office located at 2038 Iowa Avenue, Suites B-102, B-103 and B-104, Riverside, California, commencing upon receiving the Certificate of Occupancy through June 30, 2027. The square footage will increase from 15,434 to 32,864 square feet to include Suites B-100 and B-101 to accommodate CAP and the Supplemental Nutrition Program for Women, Infants and Children (WIC) Program.

The Lessor, at its sole cost and expense, will reconfigure the existing space to upgrade the existing restroom facilities and the front reception counters to comply with ADA standards, install new window coverings and new flooring and paint. The expansion provides CAP with an additional 13,160 square feet and creates a new location for WIC consisting of approximately 4,270 square feet to include training rooms, breakroom, storage rooms, restrooms, lobby and warehouse space. Additional improvements include fire sprinklers, HVAC, and installation of hydration stations. In addition, the Lessor will provide an outdoor covered area and a secured area for County vehicles. In addition to lowering the lease rate substantially, the Real Estate Division/EDA negotiated that the Lessor is to provide the County with two months of free rent as part of this transaction.

Pursuant to the California Environmental Quality Act (CEQA), the Third 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 Third Amendment 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.

This Third Amendment to Lease is summarized below:

Lessor: BV/CIP SBC, LLC
c/o CIP Real Estate
19762 MacArthur Blvd., Suite 300
Irvine, CA 92612

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

Premises Location: 2038 Iowa Avenue
Suites B-100, B-101, B-102, B-103 and B-104
Riverside, California 92507

Term: Effective as of May 1, 2017 and terminating June 30, 2027

Size	<u>Current</u>	<u>New</u>
	15,434	32,864

Rent:	<u>Current</u>	<u>New</u>
	\$ 1.67 per sq. ft.	\$ 1.17 per sq. ft.
	\$ 25,709.24 per month	\$ 38,450.88 per month
	\$308,510.88 per year	\$461,410.56 per year

Rental Adjustments: Three percent annual increase

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

Custodial: Landlord

Maintenance: Landlord

RCIT Cost: \$225,550.00

Tenant Improvements: Included in the Lease Rate

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

Impact on Citizens and Businesses

The Community Action Partnership of Riverside County will continue to provide positive benefits 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

See attached Exhibits A, B & C

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

The Community Action Partnership of Riverside County will budget these costs in FY 2016/17 and will reimburse EDA for all lease costs on a monthly basis.

The County of Riverside Community Action Partnership works to reduce poverty through education, collaboration, energy conservation and professional development. Community Action currently implements programs across two divisions, Energy and Community Services. Through the two divisions Community Action provides emergency utility assistance services, energy efficiencies and wealth building education, to low-income individuals and families throughout the County of Riverside. There are several programs designed to provide individuals with an opportunity to gain valuable work experience and marketable job skills. In order to provide these essential programs and services to the community, Community Action relies and trains its hundreds volunteers and partners throughout Riverside County. In collaboration with the Community Action Commission, emerging issues are able to be identified in order to advance residents across Riverside County.

The Supplemental Nutrition Program for Women, Infants and Children (WIC) Program offers nutrition education, counseling, breastfeeding support and promotion, vouchers for the purchase of nutritious food, and referral to health care and other resources needed by the women, infants and children served. WIC brings high-risk individuals into the health care system for preventative health services, thus reducing the need for some acute care that may result from the lack of preventative care. In collaboration with Community Action Partnership of Riverside County, RUHS Public Health WIC will relocate from the current site located at 1465 Spruce St., Suite #A, Riverside and co-exist in a building with expansion located at 2038 Iowa Ave. Riverside. The collaboration would significantly enhance the services provided by one another and thus provide better service to the community.

Contract History and Price Reasonableness


The existing Lease has been in place since 2002.

Attachments:

Third Amendment to Lease
Exhibits A, B, & C
Notice of Exemption
Aerial Map

RF:JWW:VC:VY:MH:ra RV187 18.819 13530
MinuteTrak #3870

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


Nehini Laake, Principal Management Analyst 4/10/2017



Gregory J. Priamos, Director County Counsel 3/31/2017

Exhibit A

FY 2016/17

Community Action Partnership Lease Cost Analysis

2038 Iowa Avenue, Suites B-100, B-101, B-102, B-103 and B-104, Riverside

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Existing Office:	15,434		
New Office:	32,864	SQFT	
Approximate Cost per SQFT (Jul - April)	1.67		
Approximate Cost per SQFT (May - June)	\$ 1.17		
Lease Cost per Month (Jul - April)	\$	25,709.24	
Lease Cost per Month (May - June)	\$	38,450.88	
Total Lease Cost (Jul - April)		\$	257,092.40
Total Lease Cost (May - June) free rent		\$	-
Total Estimated Lease Cost for FY 2016/17		\$	257,092.40

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (Jul - April)	\$	1,852.08	
Estimated Utility Costs per Month (May - June)	\$	3,943.68	
Total Estimated Utility Cost		\$	26,408.16
RCIT			225,550.00
EDA Lease Management Fee - 3.79%	\$	9,743.80	
EDA Lease Management Fee - 4.92%	\$	2,905.14	
Total Estimated Cost for FY 2016/17	\$	521,699.51	
Previously Approved Cost for FY 2016/17	\$	285,357.00	
AMOUNT FOR FY2016/2017	\$	236,342.50	

Exhibit B

FY 2017/18

Community Action Partnership Lease Cost Analysis

2038 Iowa Avenue, Suites B-100, B-101, B-102, B-103 and B-104, Riverside

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	32,864	SQFT	
Approximate Cost per SQFT (Jul - April)	\$	1.17	
Approximate Cost per SQFT (May - June)	\$	1.21	
Lease Cost per Month (Jul - April)	\$	38,450.88	
Lease Cost per Month (May - June)	\$	39,604.41	
Total Lease Cost (Jul - April)	\$	384,508.80	
Total Lease Cost (May - June) free rent	\$	79,208.81	
Total Estimated Lease Cost for FY 2017/18	\$	463,717.61	

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month		\$	<u>3,943.68</u>
Total Estimated Utility Cost	\$		47,324.16
EDA Lease Management Fee (Based @ 4.92%)	\$	<u>22,814.91</u>	
Total EDA Lease Management Fee	\$		22,814.91
TOTAL ESTIMATED COST FOR FY 2017/18	\$		<u>533,856.68</u>

Exhibit C

FY 2018/19 to FY 2026/27

Community Action Partnership Lease Cost Analysis

2038 Iowa Avenue, Suites B-100, B-101, B-102, B-103, and B-104, Riverside

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 32,864 SQFT

	FY 2018/19	FY 2019/20	FY 2020/21 - FY2026/27
Approximate Cost per SQFT (Jul - April)	\$ 1.21	\$ 1.24	
Approximate Cost per SQFT (May - June)	\$ 1.24	\$ 1.28	
Lease Cost per Month (Jul - April)	\$ 39,604.41	\$ 40,792.54	\$ 321,948.42
Lease Cost per Month (May - June)	\$ 40,792.54	\$ 42,016.31	\$ 331,606.88
Total Lease Cost (Jul - April)	\$ 396,044.06	\$ 407,925.39	\$ 3,219,484.23
Total Lease Cost (May - June)	\$ 81,585.08	\$ 84,032.63	\$ 663,213.75
Total Estimated Lease Cost for FY 2018/19 to FY 2026/27	\$ 477,629.14	\$ 491,958.02	\$ 3,882,697.98
<u>Estimated Additional Costs:</u>			
Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 3,943.68	\$ 3,943.68	\$ 3,943.68
Total Estimated Utility Cost	\$ 47,324.16	\$ 47,324.16	\$ 331,269.12
EDA Lease Management Fee (Based @ 4.92%)	\$ 23,499.35	\$ 24,204.33	\$ 191,028.74
TOTAL ESTIMATED COST FOR FY 2018/19 to FY 2026/27	\$ 548,452.65	\$ 563,486.51	\$ 4,404,995.84
TOTAL ESTIMATED COST FY2016-2027	\$ 6,287,134.19		



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

4/20/17 Date KB Initial

NOTICE OF EXEMPTION

February 28, 2017

Project Name: County of Riverside, Economic Development Agency (EDA) Community Action Partnership, Third Amendment to Lease – Riverside, County of Riverside

Project Number: FM042611018700

Project Location: 2038 Iowa Avenue, north of Spruce Street, Riverside, California 92507; APN 249-140-040; (See Attached Exhibit)

Description of Project: The County of Riverside (County) entered into a Lease Agreement with Iowa Business Park Associates, a California limited partnership on April 9, 2002 for Suite B-102 at the building located at 2038 Iowa Avenue in Riverside, California. The Community Action Partnership (CAP) occupies the space. The First and Second Amendments to the Lease extended the term and expanded the leased space to include Suites B-103 and B-104 for a total of 15,434 square feet of office space. The County is seeking to amend the Lease Agreement to include Suites B-100 and B-101 and revise the duration and annual rent associated with the Lease Agreement. The County needs additional office space will provide for training rooms, breakroom, storage rooms, restrooms, lobby, and warehouse space. The improvements includes framing, drywall, paint, flooring, fire sprinklers and HVAC. In addition, Lessor will provide an outdoor patio and a gated area for County vehicles. The additional office suite will expand the amount of leased space from 15,434 to 32,864 square feet and the term of the lease shall extend 122 months after completion of tenant improvements which is anticipated to expire on June 30, 2027. The Third 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 tenant improvement alterations. Additional building space would be acquired, however, no expansion of the existing office building will occur. The operation of the facility will continue to provide CAP 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, Iowa Business Park Associates

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.

4/18/17 3.10

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Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

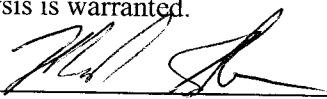
Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

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 Agreement.

- **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 includes an additional 17,430 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 the CAP in an existing building. The Third 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 Suites B-100 and B-101 is available and has all of the necessary infrastructure in place to accommodate the existing needs of the CAP. The existing building was designed and planned for occupancy of the suites and the use of the available suites by CAP 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 Third 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: 2/28/17

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Community Action Partnership Third Amendment to Lease Agreement,
Riverside, California**

Accounting String: 524830-47220-7200400000 - FM042611018700

DATE: February 28, 2017

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: February 28, 2017

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 # FM042611018700**
Community Action Partnership Third Amendment to Lease Agreement, Riverside, Riverside County, California

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

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
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

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1 **THIRD AMENDMENT TO LEASE**

2 **Community Action Partnership of Riverside County**

3 **2038 Iowa Avenue, Suites B-100, B-101, B-102, B-103, and B-104, Riverside**

4
5 **THIS THIRD AMENDMENT TO LEASE** ("3th Amendment"), dated as of
6 April 18, 2017, is entered by and between the COUNTY OF RIVERSIDE, a
7 political subdivision of the State of California, as County, and **BV/CIP SBC, LLC.**, a
8 Delaware limited liability company, as Lessor, sometimes collectively referred to as the
9 "Parties."

10 **RECITALS**

11 a. Iowa Business Park Associates, a California limited partnership
12 ("IBPA"), and County entered into that certain Lease, dated April 9, 2002, (the "Original
13 Lease") pursuant to which IBPA agreed to lease to County and County agreed to lease
14 from IBPA Suite B-102 (the "Original Premises") in that certain building located at 2038
15 Iowa Avenue, Riverside, California (the "Building"), as more particularly described in
16 the Lease.

17 b. The Original Lease has been amended by:

18 i. That certain First Amendment to Lease dated January 8,
19 2008 by and between County and PCCP Lincoln Summit, LLC ("PCCP"), Successor in
20 Interest, to IBPA as Lessor under the Lease (the "1st Amendment"), whereby the
21 Parties amended the Lease to extend the term period, and adjust the rental amounts,
22 expand the square footage to add Suites B-103 and B-104, undertake certain
23 improvements within such expansion space, and include an option to terminate.

24 ii. That certain Second Amendment to Lease dated March 27,
25 2012, by and between County and Lessor, successor in interest, to PCCP as Lessor
26 under the Lease (the "2nd Amendment"), whereby the Parties amended the Lease to
27 extend the term, and adjust the rental amounts, correct the square footage of the
28 space from 15,239 to 15,434, and undertake certain improvements to the space.

4.18.17 3.10

1 iii. County desires to further increase the leased square
2 footage from 15,434 square feet to 32,864 rentable square feet to include Suites B-100
3 and B-101, (the "Expansion Space") on the terms and conditions set forth herein. The
4 Original Premises and the Expansion Space are collectively referred to herein as the
5 "Premises".

6 c. The Original Lease together with these Amendments are collectively
7 referred to as the "Lease."

8 d. The Parties now desire to amend the Lease to increase the square
9 footage of the premises, extend the term, and rental amounts, and provide certain
10 improvements to the expansion space.

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

13 1. **Premises.** Section 1.2 of the Original Lease is hereby amended by the
14 following:

15 a. The term "Premises" shall mean the rentable area in the Building
16 consisting of approximately 17,430 Square feet in Suites B-100 and B-101 and the
17 existing 15,434 square feet in Suites B-102, B-103 and B-104 totaling 32,864 square
18 feet, as outlined in Exhibit "A" attached hereto and incorporated herein.

19 b. Exhibit "A" of the Original Lease and Exhibit "I" of the 1st
20 Amendment are hereby deleted in their entirety and replaced by Exhibit "A" attached
21 hereto and incorporated herein by this reference.

22 2. **Term.** Section 1.3 (a) of the Original Lease is hereby amended by the
23 following:

24 The term of the Lease shall be extended for a period of one hundred twenty-two
25 (122) months ("2017 Extended Term") commencing upon Substantial Completion of
26 the Tenant Improvements (as defined below) and expiring on the last day of the one
27 hundred twenty second month thereafter. The Parties estimate that Substantial
28 Completion of the Tenant Improvements will occur on May 1, 2017 and the 2017

1 Extended Term will expire at midnight on June 30, 2027. Notwithstanding the
2 foregoing, in the event Substantial Completion of the Tenant Improvements has not
3 occurred by May 1, 2017, then the existing term of the Lease shall be extended at the
4 current rental rate until substantial completion of the Tenant Improvements has been
5 achieved and the 2017 Extended Term commences.

6 3. **Rent.** Section 1.4 of the Original Lease is hereby amended by the
7 following:

8 (a) Monthly rent during the first twelve (12) months of the 2017 Extended
9 Term shall be the sum of \$38,450.88.

10 (b) The monthly rent shall be increased three (3%) percent annually
11 during the balance of the 2017 Extended Term.

12 (c) Lessor shall grant to Lessee two months free rent. The two free
13 months' rent shall be applied to the first and second month of the 2017 Extended
14 Term.

15 4. **Improvements by Lessor.** Lessor, at its sole cost and expense, shall
16 construct certain tenant improvements within the Premises, as set forth in the floor
17 layout attached hereto as Exhibit "B," and incorporated herein by reference.
18 Notwithstanding the foregoing, the total cost of the Tenant Improvements shall not
19 exceed \$717,421.12. The total cost of the improvements shall be included in the rent,
20 set forth in Section 3 above. "Substantial Completion" of the Tenant Improvements
21 shall occur upon substantial completion of construction of the Tenant Improvements in
22 the Premises with the exception of any punch list items which do not materially
23 interfere with County's use and occupancy of the Premises, and receipt of a Certificate
24 of Occupancy from the City of Riverside. Lessor shall submit to Lessee a complete set
25 of approved "As-Built" drawings.

26 5. **Use of Patio Area.** Notwithstanding anything to the contrary contained in
27 the Lease, Lessee shall have the right to use that certain outdoor patio area identified
28 on Exhibit "A" attached hereto. Any furniture or other items of personal property placed

1 within such patio area shall be subject to Lessor's prior approval and all such personal
2 property shall be maintained in good condition. If Lessor determines that any such
3 furniture or other personal property is not being properly maintained by Lessee, Lessor
4 may require the removal and replacement of such furniture or other personal property.
5 Except as otherwise set forth in this Section 5, Lessee's use of such patio area shall be
6 subject to all terms and conditions of the Original Lease.

7 **6. Secured Parking Area.** Notwithstanding anything to the contrary
8 contained in the Lease, Lessor shall install fencing around certain parking spaces for
9 Lessee's exclusive use as identified on Exhibit "A" attached hereto. Lessor shall be
10 responsible for the maintenance and repair of such fencing and County shall control
11 access thereto. The cost of such maintenance and repair shall be reimbursed by
12 County to Lessor within thirty (30) days after receipt thereof.

13 **7. County's Right to Early Termination.** Section 3.7 of the Original Lease
14 is hereby amended by the following:

15 3.7 Lessee shall have the right to terminate this Lease for any reason
16 after the expiration of the seventh (7th) year of the 2017 Extended Term by providing
17 Lessor ninety (90) days advance written notice.

18 **8. Accessibility; Americans with Disabilities Act.** The Premises have not
19 undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified
20 Access Specialist (CASp) can inspect the subject Premises and determine whether the
21 subject Premises comply with all of the applicable construction-related accessibility
22 standards under state law. Although state law does not require a CASp inspection of
23 the subject Premises, the commercial property owner or lessor may not prohibit the
24 lessee or tenant from obtaining a CASp inspection of the subject Premises for the
25 occupancy or potential occupancy of the lessee or tenant, if requested by the County
26 or tenant. The Parties shall mutually agree on the arrangement for the time and
27 manner of the CASp inspection, the payment of the fee for the CASp inspection, and
28

1 the cost of making any repairs necessary to correct violations of construction-related
2 accessibility standards within the premises.

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

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

21 (Remainder of Page Intentionally Left Blank)
22
23
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28

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

4 IN WITNESS WHEREOF, the parties have executed this 3rd Amendment as of
5 the date first written above.

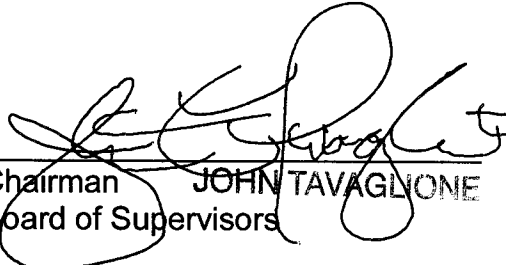
6
7 **LESSEE:**

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

LESSOR:

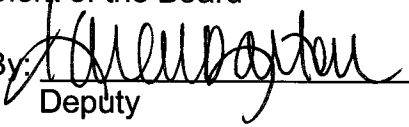
BV/CIP SBC, LLC,
A Delaware limited liability company

By: CIP Summit Equity, LLC.
a Delaware limited liability company
Its Manager

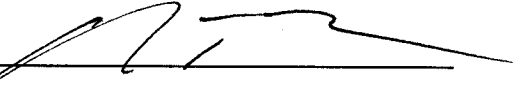
11
12
13 By: 
14 Chairman **JOHN TAVAGLIONE**
Board of Supervisors

Name: 
Its: Authorized Signatory

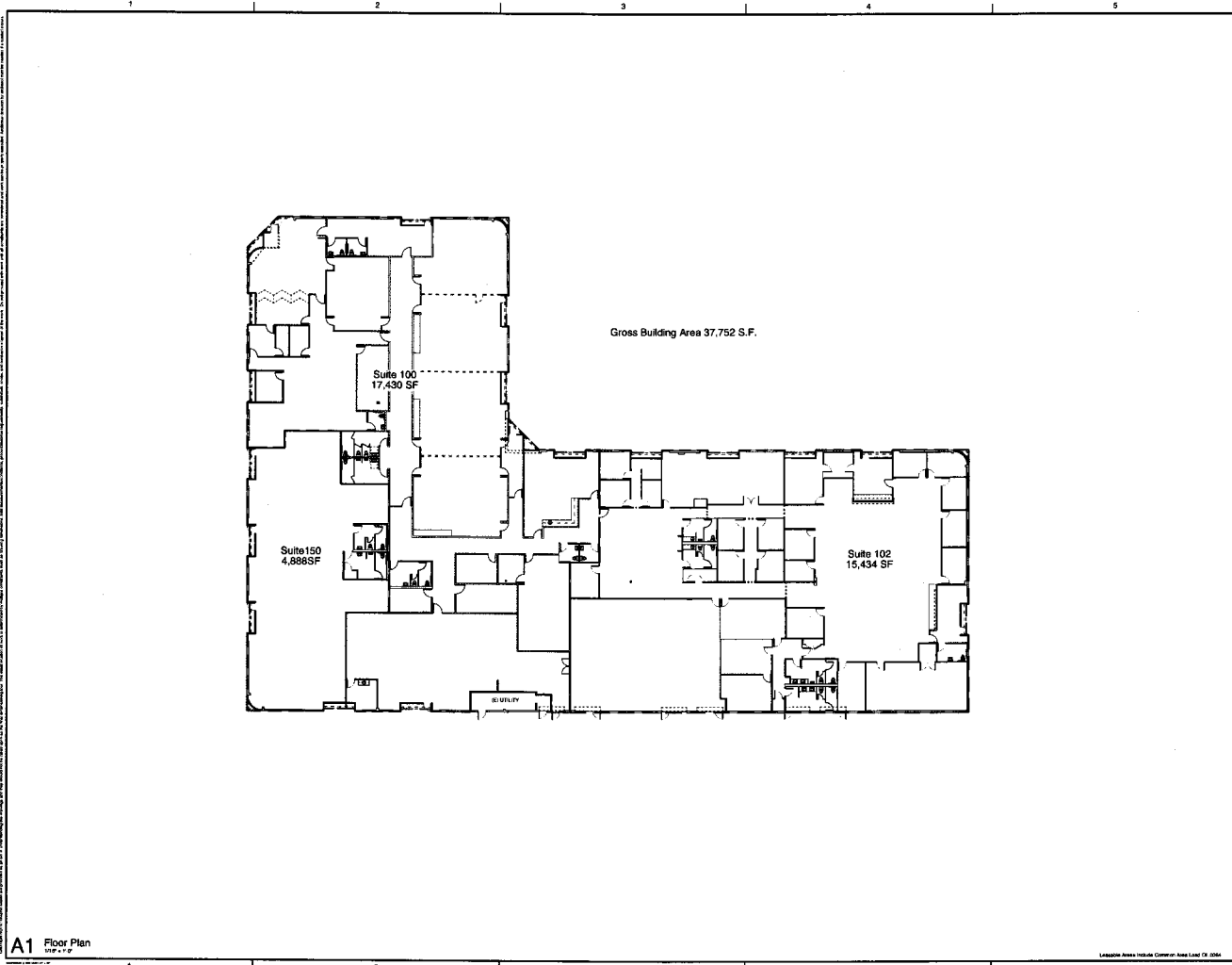
15
16 **ATTEST:**
17 Kecia Harper-Ihem
Clerk of the Board

18 By: 
19 Deputy

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

22
23 By: 
24 Deputy County Counsel

25 MH:ra/032017/RV187/18.820
26
27
28



CalabreseArchitect
 200 West 7th Street, Suite 110, Pomona, California 91768
 (909) 866-8888 • www.calabresearchitect.com

Consultants

Project Name
 Summit Business Center
 2038 Iowa Avenue
 Riverside, California

Client
 CAP Real Estate
 18752 MacArthur Blvd., Ste. 300
 Irvine, CA 92612

Issue Dates

01.24.17

Rev.	Date	Description
Project	11.15.16	
Drawn	DJC, LMC	
Checked	JRC	

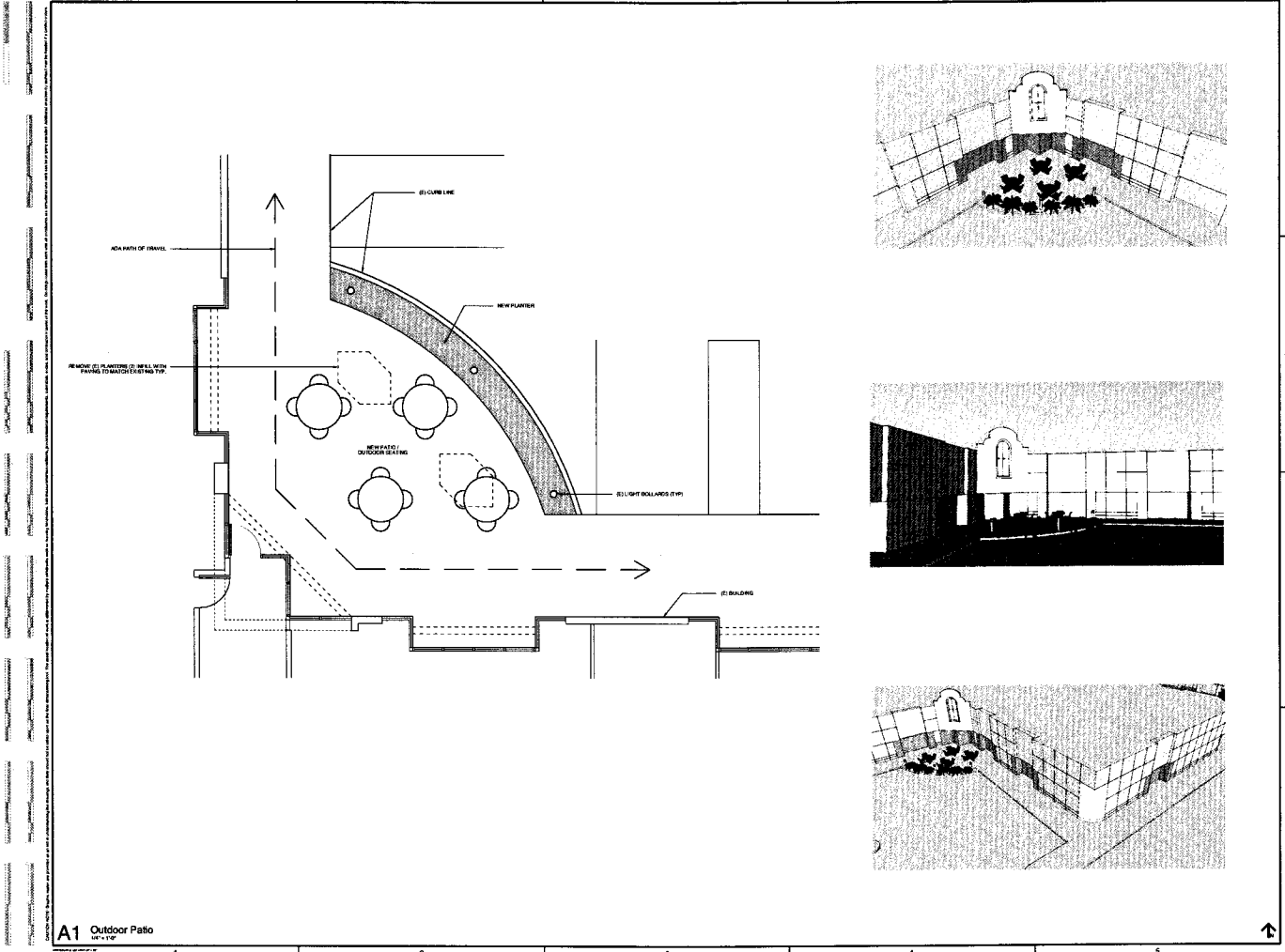
Notes:
 All dimensions preliminary and subject to construction and
 conditions. Construction conditions, general and specific,
 shall be subject to the contract documents and applicable
 laws. © 2016 Calabrese Architect

A Sheet Title
 Building 2038
 CAPWIC
 Space Plan

Sheet
 SD 1

A1 Floor Plan

EXHIBIT "A"⁹⁹



CalabreseArchitect
 800 West Lake Street, Suite 110, Pasadena, California 91104
 626.796.2888 • www.calabresearchitect.com

Client
 2038 South Avenue
 Irvine, California

Project Name
 Summit Business Center

Issue Date:
 01.16

Mark	Date	Description
Project	11-18-14	
Drawn	D.J.G./L.M.C.	
Checked	J.A.C.	

Notes
 All plans are preliminary and not for construction until approved by the appropriate authority and are not to be used for construction without the written consent of the Architect/Designer.

Sheet Title
 Building 2038
 Outdoor Patio

Sheet
 SD 1

A1 Outdoor Patio
 1/4" = 1'-0"