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



3.13 (ID # 6643)

MEETING DATE:

Tuesday, July 31, 2018

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratify and Approve the Third Amendment to Lease with Koch Palmyrita Investments, LLC - Department of Public Social Services, Riverside, Lease Extension, 5 Years, CEQA Exempt, District 2, [\$5,901,643] Federal 55.22%; State 19.90%; County 3.17%; Realignment 21.71% (Clerk of the Board to file Notice of Exemption)

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 exemption and Section 15061(b)(3) "Common Sense" exemption;
- 2. Ratify and 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 attached Notice of Exemption with the County Clerk within five working days of approval by the Board.

ACTION: Policy, CIP

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington and Perez

Navs:

None

Absent:

Ashley

Date:

July 31, 2018

XC:

EDA, Recorder

3.13

Kecia Harper-Ihem

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	\$178,119	\$1,177,284	\$5,901,643	\$ N/A			
NET COUNTY COST	\$5,646	\$37,320	\$187,082	\$ N/A			
SOURCE OF FUNDS County 3.17%; Realig		%; State 19.90%;	Budget Adjus	stment: No			
•			For Fiscal Ye 2017/18 – 202				

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside has been under lease at 731 Palmyrita Avenue, Riverside since 2001. The facility, occupied by the Department of Public Social Services (DPSS), continues to meet the needs of the Logistics Division. The leased premises consists of approximately 1/3 office space and 2/3 warehouse space and the monthly rental rate is a blend of these two types of market rates. The attached Third Amendment to Lease extends the lease 5 years and requires the landlord to make certain tenant improvements.

Pursuant to the California Environmental Quality Act (CEQA), the Third Amendment was reviewed and determined to be categorically exempt from State CEQA Guidelines Section 15301, class 1-existing facilities exemption and Section 15061(b)(3), the "Common Sense" exemption. The proposed project is the letting of property involving existing facilities.

County Counsel has approved the Third Amendment as to form.

The Lease is summarized below.

Lessor:

Koch Palmyrita Investments, LLC

1000 S. Santa Fe Ave., Mezzanine Level

Los Angeles, CA 90021

Location:

731 Palmyrita Avenue

Riverside, CA 92507

Size:

81,206 square feet (office and warehouse space)

Term:

Five years commencing June 1, 2018, and terminating May 31,

2023

Rent:

Current

New

\$0.83 per sq. ft.

\$0.95 per sq. ft.

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

\$67,203.99 per month

\$77,145.70 per month

\$806,447.88 per year

\$925,748.40 per year

Increases:

2% Annually

Interior/Exterior

Maintenance:

Included in rent and provided by Lessor

Utilities:

County pays electric, gas and trash removal. Lessor pays water

and sewer.

Custodial:

Included in rent and provided by Lessor

Improvements:

Lessor to complete the following improvements: New HVAC units, new office lighting, paint selected rooms, and new window coverings in an amount not to exceed \$250,000. DPSS to reimburse Lessor for improvements in 3 payments over 3 fiscal

years with no interest charged.

Impact on Residents and Businesses

DPSS will continue to operate and provide service out of this facility that assists the functions of County social service programs by the Department. The facility will provide a positive economic and social impact to the community.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibits A, B & C

DPSS will budget these costs in FY2017/18 through FY2022/23 and will reimburse EDA monthly for all associated lease costs.

Contract History and Price Reasonableness

The leased space consists primarily of warehouse space for logistics operations since the inception of the lease in 2001. The fair market rental value of the office portion has increased over the past five years which is the reason for the slight rate increase. The lease rate is a blended rate which includes both the office space and warehouse space values.

Attachments:

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

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

RF:HM:VY:HR:ra 19.881 13865 MinuteTrak: 6643

ex Gann 7/24/20

Ivan Chand, Deputy Count, Executive Officer

7/25/2018

Gregory V. Prianos, Director County Counsel

7/19/2018

Exhibit A

FY 2017/18

DPSS Lease Cost Analysis 731 Palmyrita, Riverside, California

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:		81,2	206	SQFT	-		
Approximate Cost per SQFT (July - May) Approximate Cost per SQFT (June)	\$ \$	-	.83 .95				
Lease Cost per Month (July - May) Lease Cost per Month (June)				\$ \$	67,203.99 77,145.70		
Total Lease Cost (July - May) Total Lease Cost (June)						\$ _\$	739,243.89 77,145.70
Total Estimated Lease Cost for FY 2017/18						\$	816,389.59
Estimated Additional Costs:							
Utility Cost per Square Foot Estimated Utility Costs per Month (July-May) Estimated Utility Costs per Month (June)	\$	0).12	\$ \$	9,744.72 9,744.72		107,191.92 9,744.72
Tenant Improvements: \$250,000.00 / 3							\$83,333.33
EDA Lease Management Fee - 3.89% EDA Lease Management Fee - 4.92% TOTAL ESTIMATED COST FOR FY 2017/18						\$ \$	28,756.59 7,895.57 1,053,311.72
Amount Approved in Previous Agreement						\$	875,192.40
Amount for FY17/18						\$	178,119.32
TOTAL COUNTY COST 3.17%						\$	5,646.38

Exhibit B

FY 2018/19

DPSS Lease Cost Analysis 731 Palmyrita, Riverside, California

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:		81,206	SQFT	-		
Approximate Cost per SQFT (July - May) Approximate Cost per SQFT (June)	\$ \$	0.95 0.97				
Lease Cost per Month (July - May) Lease Cost per Month (June)			\$ \$	77,145.70 78,688.61		
Total Lease Cost (July - May) Total Lease Cost (June) Total Estimated Lease Cost for FY 2018/19					\$ \$	848,602.70 78,688.61 927,291.31
Estimated Additional Costs:						
Utility Cost per Square Foot Estimated Utility Costs per Month Total Estimated Utility Cost	\$	0.12	\$	9,744.72	. \$	116,936.64
Tenant Improvements: \$250,000.00/3 2nd payment						\$83,333.33
EDA Lease Management Fee - 4.92%					\$	49,722.73
TOTAL ESTIMATED COST FOR FY 2018/19					\$	1,177,284.02
TOTAL COUNTY COST 3.17%					\$	37,319.90

Exhibit C

FY 2019/20 to FY 2022/23 DPSS Lease Cost Analysis 731 Palmyrita, Riverside, California

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:

81,206 SQFT

	FY 2019/20	FY 2020/21	FY 2021/22 - FY2022/23
Approximate Cost per SQFT (July - May)	\$ 0.97	\$ 0.99	
Approximate Cost per SQFT (June)	\$ 0.99	\$ 1.01	
Lease Cost per Month (July - May)	\$ 78,688.61	\$ 80,262.39	\$ 165,372.62
Lease Cost per Month (June)	\$ 80,262.39	\$ 81,867.63	\$ 83,504.99
Total Lease Cost (July - May)	\$ 865,574.75	\$ 882,886.25	\$ 1,819,098.83
Total Lease Cost (June)	\$ 80,262.39	\$ 81,867.63	\$ 83,504.99
Total Estimated Lease Cost for FY 2019/20 to FY 2022/23	\$ 945,837.14	\$ 964,753.88	\$ 1,902,603.81
Estimated Additional Costs:			
Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 9,744.72	\$ 9,744.72	\$ 9,744.72
Total Estimated Utility Cost	\$ 116,936.64	\$ 116,936.64	\$ 224,128.56
Tenant Improvements: Final payment \$250,000.00/3	\$83,333.34		
EDA Lease Management Fee - 4.92%	\$ 50,635.19	\$ 47,465.89	\$ 93,608.11
TOTAL ESTIMATED COST FOR FY 2019/20 to FY 2022/23	\$ 1,196,742.31	\$ 1,129,156.41	\$ 2,220,340.48
TOTAL COUNTY COST 3.17%	\$ 37,936.73	\$ 35,794.26	\$ 70,384.79

F11: Cost - Total Cost \$ 5,901,642.55 F11: Net County Cost - Total Cost \$ 187,082.07 731 Palmyrita Avenue, Riverside, California

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This THIRD AMENDMENT TO LEASE ("Third Amendment") dated as of , is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), as lessee, and KOCH PALMYRITA INVESTMENTS, LLC, a California limited liability company ("Lessor") and sometimes collectively referred to as the "Parties".

RECITALS

- Koch Investments, LP and Gregory G. Koch, Trustee of the Gregory G. Koch Trust (collectively, "Original Lessor"), as lessor, and County, entered into that certain Lease dated May 15, 2007, ("Original Lease") whereby Original Lessor agreed to lease to County and County agreed to lease from Original Lessor that certain building located at 731 Palmyrita Avenue, Riverside, California, ("the Building"), as more particularly described in the Lease ("the Original Premises").
 - b. The Original Lease has been amended by:

That certain First Amendment to Lease dated, October 30, 2007, by and between County of Riverside and Original Lessor, ("First Amendment") whereby the County and Original Lessor amended the Original Lease to complete improvements.

That certain Second Amendment to Lease dated, June 18, 2013, by and between County of Riverside and Koch Palmyrita Investments, LLC, successorin-interest to Original Lessor, ("Second Amendment") whereby the Parties amended the Original Lease to modify the rent and extend the term of the Original Lease.

- c. The Original Lease, together with the First and Second Amendments, shall thereafter be referred to as the "Lease".
- d. The County did not exercise the Extension Option (as that term is defined in the Second Amendment) set forth in Section 1 of the Second Amendment,

JUL 31 2018 313

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and therefore no longer has an option to extend the Lease under the Second Amendment.

e. County and Lessor desire to further amend the Lease by extending the term of the Lease, setting forth the monthly rent during the Extension Term (as defined herein), and completing improvements.

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

- 1. **Term.** Section 3 of the Lease is amended by the following: The term of the Lease shall be extended for a period of five (5) years commencing June 1, 2018, and expiring May 31, 2023 (the "Extension Term").
- **2. Rent.** Section 4 of the Lease shall be deleted in its entirety and replaced with the following:

4. Rent

- (a) Commencing June 1, 2018, ("Rent Commencement Date") County shall pay the sum of \$77,145.70 per month to Lessor as rent for the Leased Premises, payable, in advance, on the first day of the month or soon thereafter as a warrant can be issued in the normal course of County's business; provided, however, in the event rent for any period during the term hereof which is for less than one (1) full calendar month said rent shall be prorated based upon the actual number of days of said month.
- (b) Notwithstanding the provisions of Section 4(a) herein, commencing June 1, 2019, the monthly rent shall be increased on each anniversary of the Rent Commencement Date by an amount equal to two percent (2%) of such monthly rental for the preceding Lease year.
- 3. **Mezzanine Maintenance.** Section 8 of the Lease shall be deleted in its entirety and replaced with the following:

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8. Mezzanine Maintenance.

- (a) Notwithstanding the provisions of paragraph 7 herein, Lessor shall provide maintenance and custodial for the mezzanine system at Lessor's sole cost and expense.
- (b) It is agreed maintenance as stated herein includes the overhead lighting, swamp coolers, exhaust fans, fire sprinklers, and fire extinguishers that are attached to, or exclusively service, the mezzanine above what is deemed a base building expense.
- (c) It is agreed the custodial services shall include semi-annual floor cleaning and dusting, or upon request by County.
- Alterations and Additions. Section 9 shall be amended to add subsections 9(i), 9(j) and 9(k) as follows:
- (i) Lessor shall, at Lessor's sole expense, not subject to reimbursement, upgrade the exterior building lights with LED floodlights, replace door sweeps, paint and seal the building exterior, including doors and bollards. ("Additional Improvements").
- (i) Lessor shall complete, subject to reimbursement by County in an amount not-to-exceed \$250,000.00, the improvements per Exhibit "F" attached hereto. County shall make payments to reimburse Lessor for the actual cost of tenant improvements, not to exceed \$250,000.00, in accordance with Exhibit "F" in the following manner:
- 1. County shall reimburse Lessor one-third (1/3) of the not-toexceed amount of \$250,000.00 following completion and acceptance of the improvements by County.
- 2. County shall reimburse Lessor one-half (1/2) of the unreimbursed balance by October 1st of the second County fiscal year following completion and acceptance of the improvements by County.

- (k) Work stated in Sections 9(i) and 9(j) shall commence upon approval by the Board of Supervisors of the Third Amendment to Lease or a mutually agreeable later date by County and Lessor. The Additional Improvements set forth in Section 9(i) and the improvements set forth in Section 9(j) shall be constructed in accordance with the provisions of Exhibit "C" of the Lease (to the extent applicable). Lessor shall complete work in phases after hours, when requested by County.
- 5. Options to Terminate. Section 12 of the Lease shall be deleted in its entirety and replaced with the following:

Section 12. Option to Terminate. The parties hereto recognize and understand that the rental consideration hereunder originates from County, State and/or Federal sources and therefore, if such funding is reduced or otherwise becomes unavailable, based on the County's annual fiscal budget or the budget of the Department of Public Social Services, County shall have the right to terminate this Lease after June 1, 2021 by giving Lessor three (3) months' notice thereof in writing.

6. Notice. Section 13 of the Lease shall be amended as follows:

County's Notification Address:

County of Riverside

Economic Development Agency

3403 Tenth Street, Suite 400

Riverside, CA 92501

Attn: Deputy Director of Real Estate

Telephone: (951) 955-4820

Lessors Notification Address:

Koch Palmyrita Investments, LLC

PO Box 23166

2155 E. 7th Street, #413

Los Angeles, CA 90023

Attn: Mike Daugherty

Telephone: (213) 447-4806

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- 7. Exhibit F. The Exhibit "F" attached hereto is hereby added to the Lease as Exhibit "F".
- 8. Capitalized Terms/Third Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Third Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof.
- 9. Miscellaneous. Except as amended or modified herein, all terms of the Lease shall remain in full force and effect and shall apply with the same force and effect. If any provisions of this Third Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or County. Neither this Third Amendment, nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by the County.
- 10. Effective Date. This Third Amendment to Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

(Signatures on the following page)

1	IN WITNESS WHEREOF, the Parties have executed this Third Amendment as
2	of the date first written above.
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4	Dated:3 1 2018
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6	LESSEE: LESSOR: COUNTY OF RIVERSIDE Koch Palmyrita Investments, LLC, a
7	California limited liability company
8	Olas Water
9	By:
10	Board of Supervisors
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12	ATTEST: Kecia Harper-Ihem
13	Clerk of the Board
14	By: All Marten
15	Deputy
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17	APPROVED AS TO FORM: Gregory P. Priamos, County Counsel
18	6.0
19	By:
20	Thomas Oh Deputy County Counsel
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HR:tg/071118/RV233/19.825

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Per Section 4 of the Third Amendment to Lease, Lessor shall provide a \$250,000.00 allowance for Lessor's completion of the following items, subject to County's modification, if required:

- 1. Replace T8 lighting in office area with 403 LED light fixtures.
- 2. Replace breakroom flooring with LVT flooring specified by DPSS.
- 3. Replace carpet in printing room #103 with flooring specified by DPSS.
- 4. Paint bollards near electrical area.
- 5. Patch and paint 1st floor office area and 2nd floor vacant offices as specified by DPSS.
- 6. Build patio area.
- 7. Replace T8 lighting in Records area with 685 LED retrofit fixtures.
- 8. Replace drinking fountains in Breakroom and 2nd floor office with Elkay bottle fi8lling stations.
- 9. Install new 5-ton air conditioning units with ducting modifications in Printer Rooms #102 and #103.
- 10. Install corded Solar Shades specified by DPSS in 1st and 2nd floor conference rooms, lobby and second floor window offices.



Original Negative Declaration/Notice of Determination was routed to County

Clerks for posting on.

Initial

NOTICE OF EXEMPTION

May 31, 2018

Project Name: Third Amendment to Lease, Department of Public Social Services, Palmyrita Avenue, Riverside

Project Number: FM042611023300

Project Location: 731 Palmyrita Avenue, Riverside, California 92507; Assessor's Parcel Number (APN) 255-120-034

(See attached exhibits)

Description of Project: The County of Riverside (County) proposes to amend and extend the term of the lease with the Koch Palmyrita Investments, LLC (Lessor), commencing on June 1, 2018 and ending May 31, 2025. The Department of Public Social Services (DPSS) has occupied the location for the Logistics Division since 2000. The location continues to meet the needs of DPSS and this Third Amendment to the Lease Agreement extends the lease five years. Included in the lease renewal are tenant improvements, which include LED exterior lighting, the replacement of door sweeps, and painting and sealing the building exterior, including doors and bollards. The extension of the lease and tenant improvements is identified as the proposed Project under California Environmental Quality Act (CEQA). The leased premise consists of approximately 81,206 square feet and the proposed Project is the letting of property involving existing facilities with minor tenant improvements to maintain the functionality of the facility; no expansion of an existing use will occur. The operation of the facility will continue to provide public services for the Logistics Division 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, Koch Palmyrita Investments, LLC

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.

JUL 31 2018 3.13

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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 is limited to minor alterations of the existing building, including lighting, painting, and sealing. The Project 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 CEOA 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 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. Alterations to the facility are limited to minor tenant improvements to maintain the functionality and security of the building and no expansion or increase in intensity of use would occur. 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.

Date: _ 5/31/18

Signed:

Mike Sullivan, Senior Environmental Planner

County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name: DPPS Third Amendment to Lease Palmyrita Avenue, Riverside						
Accounting String: 524830-47220-7200400000 - FM042611023300						
DATE:	May 31, 2018					
AGENCY:	Riverside County Economic Development Agency					
	S THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND OR THE ACCOMPANYING DOCUMENT(S).					
NUMBER OF DOCU	JMENTS INCLUDED: One (1)					
AUTHORIZED BY: Signature:	Mike Sullivan, Senior Environmental Planner, Economic Development Agency					
PRESENTED BY:	Heidi Rigler, Senior Real Property Agent, Economic Development Agency					
	-TO BE FILLED IN BY COUNTY CLERK-					
ACCEPTED BY:						
DATE:						
RECEIPT # (S)						



Date:

May 31, 2018

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 # FM042611023300

DPPS Third Amendment to Lease Palmyrita Avenue, Riverside

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