

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



ITEM
3.14
(ID # 10398)

MEETING DATE:

Tuesday, August 6, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratification and Approval of the First Amendment to Lease, Department of Public Health (Public Health), 7 Years, District 1, CEQA Exempt, [\$6,797,833], 90% Federal Grants, 10% General Funds (Clerk of the Board to File the Notice of Exemption), Companion to MT item #10402

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 and 15061 (b) (3);
2. Ratify and approve the First Amendment to Lease with CIP14 SG Riverwalk Owner, LLC and authorize the Chairman of the Board to execute the First Amendment on behalf of the County; and
3. Direct Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of the project.

ACTION: Policy, CIP


Robert Field, Assistant County Executive Officer/ECD

7/25/2019



Kim Saruwatari, Director of Public Health

7/25/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: August 6, 2019
xc: EDA

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 688,675	\$ 951,197	\$ 6,797,833	\$
NET COUNTY COST	\$ 68,868	\$ 95,120	\$ 679,783	\$
SOURCE OF FUNDS: Public Health Grants 90%, General Funds 10%			Budget Adjustment: No	
			For Fiscal Year: 2019/20 -2026/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 8, 2014, the Board of Supervisors approved Minute Order 3.11, a new ten year lease for office space consisting of approximately 40,353 square feet for the Department of Public Health (Public Health), for the leased premises located at 4210 Riverwalk Parkway Suites 100, 300 and 400, Riverside. The facility is currently used for Public Health Administration offices, an Emergency Operations Center (EOC) for the Emergency Management Department (EMD) and a WIC call center. Of the 40,353 square feet, the EMD utilizes approximately 8,149 square feet of space for its operations which will be relocated into a recently purchased facility to be improved and utilized as a new EOC.

On March 20, 2018, the Board of Supervisors approved Minute Order 3.3, for the acquisition by the County of an existing public facility located at 450 E. Alessandro Blvd., Riverside for the future improvement and use as the new EOC. It is estimated that the retrofit for the facility will be completed in approximately two years.

This First Amendment to Lease extends the Public Health lease seven years to July 2026, and separates the EMD 8,149 square foot portion by adding these premises to another lease. The negotiated lease terms will also allow EMD to terminate the 8,149 square foot portion timely in approximately two years, and to relocate the staff and operations to the new EOC. By amending the Public Health lease terms, Public Health will save approximately \$211,255.20 consisting of 3 months of free rent. The EMD 8,149 square foot portion will be added into an existing EMD Lease consisting of approximately 7,215 square feet totaling approximately 15,364 square feet (a companion item to this Form 11), also located at the 4210 Riverwalk Parkway, Riverside location, known as Suites 320 and 370. The lease expiration date for that existing lease is August 31, 2021.

A portion of this space consisting of approximately 2,863 square feet will be given back to the Landlord. To accomplish this certain tenant improvements are required and the cost of which will be approximately \$28,061, which will be performed by the Lessor at Lessor's expense. The net amount of square footage therefore leased by Public Health after deduction of the EMD

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portion of 8,149 square feet, and deduction of the formerly occupied RUHS 2,863 square feet, will be approximately 29,341 square feet.

It is noted that EMD is anticipated to be moving to its new EOC within two years and that Public Health will retain 7,224 square feet of the former EMD improved space at Riverwalk (suite 110). Public Health will be responsible for the costs of said retrained space, but EMD may use and share in the cost on an as-needed basis. The space currently consists of a training room and the EOC Preparedness Division improvements. EMD and Public Health will execute an MOU to memorialize the terms of the shared costs.

In the original lease tenant improvements were completed by the Lessor to support EMD's Emergency Operation Center as follows: a backup emergency two-ton generator to support the Communications room, secured chempack room, separately metered 24-hour dedicated HVAC systems for all telecom rooms, roof penetrations and cable tray installation to support several antennas for telecom and radio transmission requirements. The aforementioned tenant improvements totaled approximately \$2.1 million and will not be fully amortized until October 31, 2024. There is no suitable County owned space available within this region.

In addition, through lease negotiations the County obtained concessions in the form of 3 plus months of free rent which will serve to offset the rental rate by approximately \$210,000.00.

Pursuant to the California Environmental quality Act (CEQA), the lease was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA guidelines Section 15301, Class 1 – Existing facilities and Section 1061 (b) (3) – common sense exemption. The proposed project, the First Amendment, is the letting of property involving existing facilities and no expansion of an existing use will occur.

The Lease terms are summarized below:

Location:	4210 Riverwalk Parkway, Suite 110, 400	
Lessor:	CIP 14 SG Riverwalk Owner, LLC, a Delaware limited liability company	
Size:	<u>Current</u> 40,353 Sq. Ft.	<u>New</u> 29,341 Sq. Ft.
Term:	Seven Years, August 1, 2019 to July 31, 2026	
Rent:	<u>Current</u> \$ 2.19 per Sq. Ft. \$ 88,564.43 per Month \$ 1,062,773.16 per Year	<u>New</u> \$ 2.40 per Sq. Ft. \$ 70,418.40 per Month \$ 845,020.80 per Year

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Rent Abatement: The rent is abated from August 1, 2019 – November 15, 2019

Annual Escalator: Current: 3.00% New: 2.75%

Improvements: \$28,061 by Lessor at Lessor's sole cost and expense

Right to Terminate: None

Custodial: Provided by Lessor

Maintenance: Provided by Lessor

Utilities: County pays for electric and phone, Lessor pays for all other utilities

Impact on Citizens and Businesses

Public Health will continue to benefit the region by providing important programs to the community. The new lease terms will result in a cost savings to the County. The terms reduce the leased space for Public Health while releasing EMD from lease obligations and providing EMD with the ability to terminate their lease and move to their new EOC location.

SUPPLEMENTAL:

Additional Fiscal Information

Public Health will budget these costs in 2019/20 and will reimburse EDA for all lease costs on a monthly basis. EMD will continue to share in the cost for Suite 110, on an as-needed basis.

Contract History and Price Reasonableness

This contract has been in place since April 8, 2014, and the rates are deemed competitive.

ATTACHMENTS:

- First Amendment
- Exhibits A, B and C
- Notice of Exemption
- Aerial Map

RF:HM:VY:SG:CC:jb RV539 20.577
Minute Trak ID: 10398

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STATE OF CALIFORNIA


Nehini Dasika, Principal Management Analyst 7/29/2019

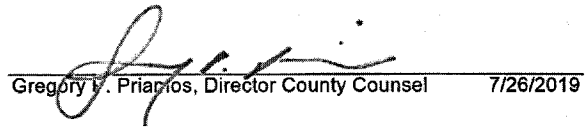

Gregory V. Priamos, Director County Counsel 7/26/2019

Exhibit A

FY 2019/20

First Amendment to Lease Department of Public Health
Suites 110, 400, 4210 Riverwalk Parkway, Riverside, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	40,353	SQFT	
New Office:	29,341	SQFT	
Approximate Cost per SQFT (Jul)	\$ 2.19		
Approximate Cost per SQFT (Aug-Jun)	\$ 2.40		
Lease Cost per Month (Jul)		\$ 88,564.43	
Lease Cost per Month (Aug-Jun)		\$ 59,973.60	
Total Lease Cost (Jul)		\$ 88,564.43	
Total Lease Cost (Aug-Jun)		\$ 527,157.20	
Total Estimated Lease Cost for FY 2019/20		\$ 615,721.63	

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12		
Estimated Utility Costs per Month		\$ 4,842.36	
Total Estimated Utility Cost (Jul)		\$ 4,842.36	
Total Estimated Utility Cost (Aug-Jun)		\$ 38,730.12	
Total Estimated Utility Cost for FY 2019/20		\$ 43,572.48	
EDA Lease Management Fee prior to 08/01/2019	3.89%	\$ 3,445.16	
EDA Lease Management Fee as of 08/01/2019	4.92%	\$ 25,936.13	
TOTAL ESTIMATED COST FOR FY 2019/20		\$ 688,675.40	
TOTAL COUNTY COST	10%	\$ 68,867.54	

Exhibit B

FY 2020/21

First Amendment to Lease Department of Public Health
Suites 110, 400, 4210 Riverwalk Parkway, Riverside, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	29,341	SQFT	
Approximate Cost per SQFT (Jul)	\$ 2.40		
Approximate Cost per SQFT (Aug-Jun)	\$ 2.46		
Lease Cost per Month (Jul)		\$ 70,418.40	
Lease Cost per Month (Aug-Jun)		\$ 72,354.91	
Total Lease Cost (Jul)		\$ 70,418.40	
Total Lease Cost (Aug-Jun)		\$ 795,904.01	
Total Estimated Lease Cost for FY 2020/21		<u>\$ 866,322.41</u>	

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12		
Estimated Utility Costs per Month		<u>\$ 3,520.92</u>	
Total Estimated Utility Cost (Jul-Jun)		\$ 42,251.04	
EDA Lease Management Fee as of 08/01/2019	4.92%	\$ 42,623.06	
TOTAL ESTIMATED COST FOR FY 2020/21		<u>\$ 951,196.51</u>	
TOTAL COUNTY COST	10%	\$ 95,119.65	

FY 2021/22 to 2026/27
First Amendment to Lease Department of Public Health
Suites 110, 400, 4210 Riverwalk Parkway, Riverside, CA

Total Square Footage to be Leased:

Current Office: 29,341 SQFT

	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2023/24 - FY 2026/27
Approximate Cost per SQFT (Jul)	\$ 2.46	\$ 2.53	\$ 2.60	\$ 2.68	\$ 2.75	\$ 2.82	
Approximate Cost per SQFT (Aug-Jun)	\$ 2.53	\$ 2.60	\$ 2.68	\$ 2.75	\$ 2.82		
Lease Cost per Month (Jul)	\$ 72,354.91	\$ 74,344.67	\$ 76,389.15	\$ 78,489.86	\$ 80,648.34	\$ 82,866.17	
Lease Cost per Month (Aug-Jun)	\$ 74,344.67	\$ 76,389.15	\$ 78,489.86	\$ 80,648.34	\$ 82,866.17		
Total Lease Cost (Jul)	\$ 72,354.91	\$ 74,344.67	\$ 76,389.15	\$ 78,489.86	\$ 80,648.34	\$ 82,866.17	\$ 318,393.52
Total Lease Cost (Aug - June)	\$ 817,791.37	\$ 840,280.65	\$ 863,388.46	\$ 887,131.74	\$ 911,527.87		\$ 2,662,048.07
Total Estimated Lease Cost for FY 2021/22 to 2026/27	\$ 890,146.28	\$ 914,625.32	\$ 939,777.61	\$ 965,621.60	\$ 992,176.21	\$ 82,866.17	\$ 2,980,441.59
Estimated Additional Costs:							
Utility Cost per SQFT	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	
Estimated Utility Costs per Month	\$ 3,520.92	\$ 3,520.92	\$ 3,520.92	\$ 3,520.92	\$ 3,520.92	\$ 3,520.92	
Total Estimated Utility Cost	\$ 42,251.04	\$ 42,251.04	\$ 42,251.04	\$ 42,251.04	\$ 42,251.04	\$ 42,251.04	\$ 211,255.20
EDA Lease Management Fee as of 08/01/2019 4.92%	\$ 43,795.20	\$ 44,999.57	\$ 46,237.06	\$ 47,508.58	\$ 48,815.07	\$ 4,077.02	\$ 146,637.73
TOTAL ESTIMATED COST FOR FY 2021/22 to 2026/27	\$ 976,192.52	\$ 1,001,875.93	\$ 1,028,265.71	\$ 1,016,651.10	\$ 1,044,512.20	\$ 90,464.11	\$ 3,179,893.12
F11 Total Cost	\$ 6,797,833.48						
F11 Total County C 10%	\$ 679,783.35						

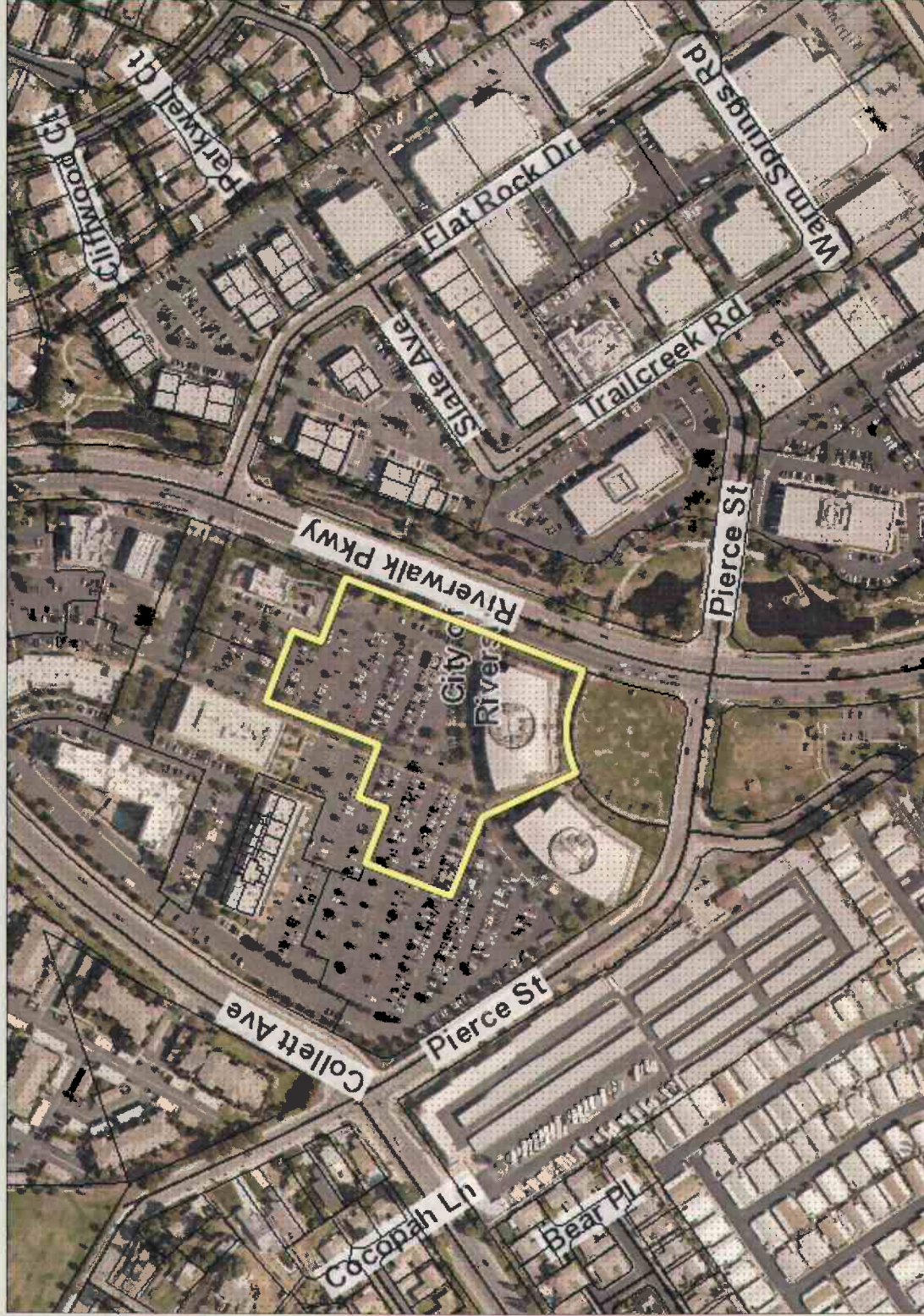
First Amendment to Lease, 4210 Riverwalk Parkway, Suites 110, 400

Department of Public Health



Legend

- Parcels
- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas



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

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© Riverside County GIS

Notes

APN 141-260-031



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

8/7/19
Date

VB
Initial

NOTICE OF EXEMPTION

July 12, 2019

Project Name: First Amendment to Lease, Department of Public Health, Riverwalk Parkway, Riverside

Project Number: FM042611053900

Project Location: 4210 Riverwalk Parkway, north of Pierce Street, Riverside, California 92505; Assessor's Parcel Number (APN) 141-260-031

Description of Project: On April 8, 2014 the Riverside County Board of Supervisors approved Minute Order 3-11 a ten year Lease for office space consisting of approximately 40,353 square feet for the Department of Public Health Administration, a WIC Call Center, RUHS Call Center formerly the Family Care Call center, and the Department of Operations Center for Emergency Management Department (EMD). The original lease expires on October 31, 2024. The RUHS call center has been relocated to its own dedicated Health Care Clinic in Moreno Valley and has vacated approximately 4,272 square feet (Call Center). In addition EMD will be relocating to its new site upon completion of the improvements on or before August 31, 2021. August 31, 2021 is EMD's lease expiration date. By RUHS's Call Center and EMD vacating the premises Public Health will be required to absorb the cost of the vacant space consisting of approximately 12,421 square feet.

The Lease has been amended to transfer approximately 8,149 square feet to EMD's Lease thereby allowing the amended lease to expire collectively with EMD's existing lease expiring on August 31, 2021; EDA has also negotiated with the Lessor to take back approximately 2,863 square feet of RUHS's call center space; three months of abated rent plus a five dollar per square feet tenant improvement allowance that can be used towards the free rent period or tenant improvements; reduced the square feet from 40,353 to 29,341 square feet, and lowered the annual escalator from three percent to two and three quarter percent. The First Amendment to the Lease Agreement is identified as the proposed project under California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities with a reduction in the amount of leased space and no expansion of an existing use will occur. The operation of the facility will continue to provide public services and will not result in an increase in the intensity of 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, CIP 14 SG Riverwalk Owner, 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.

AUG 06 2019

3.14

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.

- **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 a reduction in leased area and additional contractual modifications regarding term and rent. 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 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 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. The effect of the lease would result in a reduction of leased space 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.

Signed:  Date: 6/26/19

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Department of Public Health First Amendment to Lease, Riverwalk
Parkway, Riverside

Accounting String: 524830-47220-7200400000 - FM042611053900

DATE: June 26, 2019


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: Cindy Campos, Senior Real Property Agent, Economic Development
Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: June 26, 2019

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

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

Subject: **County of Riverside Economic Development Agency Project # FM042611053900**
Department of Public Health First Amendment to Lease, Riverwalk Parkway, 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 or email at msullivan@rivco.org.

Attachment

cc: file

FIRST AMENDMENT TO LEASE

COUNTY OF RIVERSIDE

Department of Public Health

4210 Riverwalk Parkway

Suites 110, 400

Riverside, CA 92505

This **FIRST AMENDMENT TO LEASE** ("First Amendment") dated as of August 6, 2019 is entered between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), and **CIP14 SG RIVERWALK OWNER, LLC**, a Delaware limited liability company ("Lessor"), as successor-in-interest to **DAVENPORT RIVERWALK PARTNERS, LLC**, a Delaware limited liability company, sometimes collectively referred to as the ("Parties").

Recitals.

a. Lessor and County entered into that certain lease dated April 8, 2014 (the "Original Lease"), pursuant to which Lessor leased to County and County leased from Lessor a portion of that certain building located at 4210 Riverwalk Parkway (the "Building"), comprised of Suites 110, 300, and 400 consisting of approximately 40,353 square feet, as more particularly described in the Lease (the "Leased Premises"). As of May 15, 2017, Lessor acquired the Building and **Davenport Riverwalk Partners LLC**, a Delaware limited liability company, assigned the Original Lease to Lessor.

b. The Original Lease together with the First Amendment are collectively referred to as the "Lease."

c. The County and Lessor now desire to amend the Lease to among other things extend the term period, increase the rental rate, reduce the square footage by removing Suite 300 and Suite 420 (consisting of in the aggregate approximately 11,012 square feet) from the Leased Premises covered by the Lease as outlined on Exhibits "A" and "B" attached hereto and made a part of this First Amendment.

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

1. **Effective Date.** The "Effective Date" shall be August 1, 2019. This First Amendment shall not be binding or consummated until its approval by both the Lessor and the Chairman of the Riverside County Board of Supervisors. In addition, this First Amendment will be of no force and effect if the First Amendment to Lease with the County of Riverside – Emergency Management Department at

4210 Riverwalk Parkway, Suites 300, 320 and 370, Riverside, California is not signed and delivered to Lessor concurrently with the signing and delivery of this First Amendment

2. **Leased Premises.** The first sentence of Section 2.2 of the Original Lease is deleted in its entirety and as the Effective Date the following shall be inserted in lieu thereof: "The Leased Premises shall consist of that certain portion of the Project, as defined herein, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as 4210 Riverwalk Parkway, Suites 110 (consisting of approximately 7,224 square feet), and 400 (consisting of approximately 22,117), in the City of Riverside, County of Riverside, State of California, and generally described as office space consisting of the aggregate approximately 29,341 square feet. County shall vacate the portion of the current Leased Premises which has been designated as Suite 420 on or before the Effective Date, remove all furniture, fixtures and equipment belonging to County from Suite 420 and return possession thereof to Lessor on or before the Effective Date in broom clean condition and otherwise in compliance with the provisions of the Lease relating to surrender of the Leased Premises."

3. **Parking.** Section 2.2 of the Original Lease is revised to provide that Lessee shall be allocated approximately 118 unreserved parking spaces (based on four spaces for each 1,000 square feet in the Leased Premises).

4. **Lease Term Extension.** Section 4.1 of the Original Lease shall, as of the Effective Date, be deleted in its entirety and amended as follows: "The "Extended Term" of this Lease is for a period of seven (7) years, commencing on (the Effective Date) and expiring on July 31, 2026 (the "Expiration Date")."

5. **Rent.** As of the Effective Date, Sections 5.1 and 5.2 of the Original Lease shall be amended as per the rent schedule below:

Months of the Extended Term	Monthly Rent Amount
Aug. 1, 2019 to Oct. 31, 2019	Rent Abated
Nov. 1, 2019 to Nov. 30, 2019	\$34,228.40
Dec. 1, 2019 to July 31, 2020	\$70,418.40
Aug. 1, 2020 to July 31, 2021	\$72,354.91
Aug. 1, 2021 to July 31, 2022	\$74,344.67
Aug. 1, 2022 to July 31, 2023	\$76,389.15
Aug. 1, 2023 to July 31, 2024	\$78,489.86
Aug. 1, 2024 to July 31, 2025	\$80,648.34
Aug. 1, 2025 to July 31, 2026	\$82,866.17

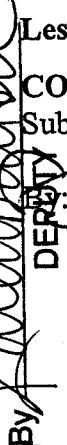
County shall pay the monthly rent as set forth in the above schedule, as rent for the Leased Premises, payable, in advance, on the first day of the month or as soon thereafter as a warrant can be issued in the normal course of County's business.

6. **Extension Improvements.** Section 11.1 of the Original Lease shall remain in full effect. In addition, Lessor shall provide a Tenant Improvement Allowance in the amount of \$146,705.00 (based on \$5.00 per square foot of Suite 110 and Suite 400 [but not Suite 420] (the "Allowance"). A portion of the Allowance in the amount of \$24,401.00 plus a 14% contingency of \$3,660.00 shall not exceed \$28,061.00 and shall be used to pay for the Tenant Improvements listed on Exhibit "C" attached hereto and incorporated herein by this reference thereby leaving an Allowance balance in the amount of \$118,644.00. The Parties agree that the additional portion of the Allowance in the amount of \$118,644.00 shall be applied to County's Suite 420 at \$6,871.20 per month for one year commencing on August 1, 2019 and terminating on July 31, 2020 for a total amount of rent in the amount of \$82,454.00. The remaining Allowance in the amount of \$36,190.00 shall be applied to November's rent as noted in section 4 above. Notwithstanding the forgoing, if County elects to have additional alterations made to the Leased Premises by Lessor using all or a portion of the remaining portion of the Extension Allowance, County must notify Lessor of such election no later than thirty (30) days after the Effective Date. The Tenant Improvements outlined in Exhibit "C" and any other agreed to alterations shall, as applicable, be undertaken according to Exhibit "F", General Construction Specifications of the Leased Facilities, of the Original Lease. However, Exhibit "B", Leasehold Improvement Agreement, of the Original Lease shall not apply to the tenant improvements by Lessor outlined in Exhibit "C" of this First Amendment.

7. **County's Right to Early Termination.** Section 6.3 of the Original Lease and Exhibit "B-1" are hereby deleted in their entirety. For the avoidance of doubt, the County no longer has rights under the terms of the Lease to terminate the Lease or any obligation to pay off any unamortized leasehold improvement costs prior to the Expiration Date set forth in this First Amendment.

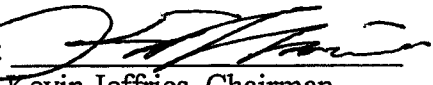
8. **Miscellaneous.** Except as amended or modified herein, all the terms of the Lease shall remain in full force and effect and shall apply with the same force and effect. If any provisions of the First Amendment or the Original Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. This First Amendment, the Original Lease and any of its prior addenda, or any notice or memorandum regarding the terms hereof, shall not be recorded by County.

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

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

Lessee:

COUNTY OF RIVERSIDE a political
Subdivision of the State of California

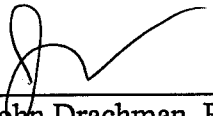
By: 
Kevin Jeffries, Chairman
Board of Supervisors

Dated: AUG 06 2019

Lessor:


CIP14 SG Riverwalk Owner, LLC
a Delaware limited liability company

By: Stillwater Investment Group, LLC,
a California liability company

By: 
John Drachman, President

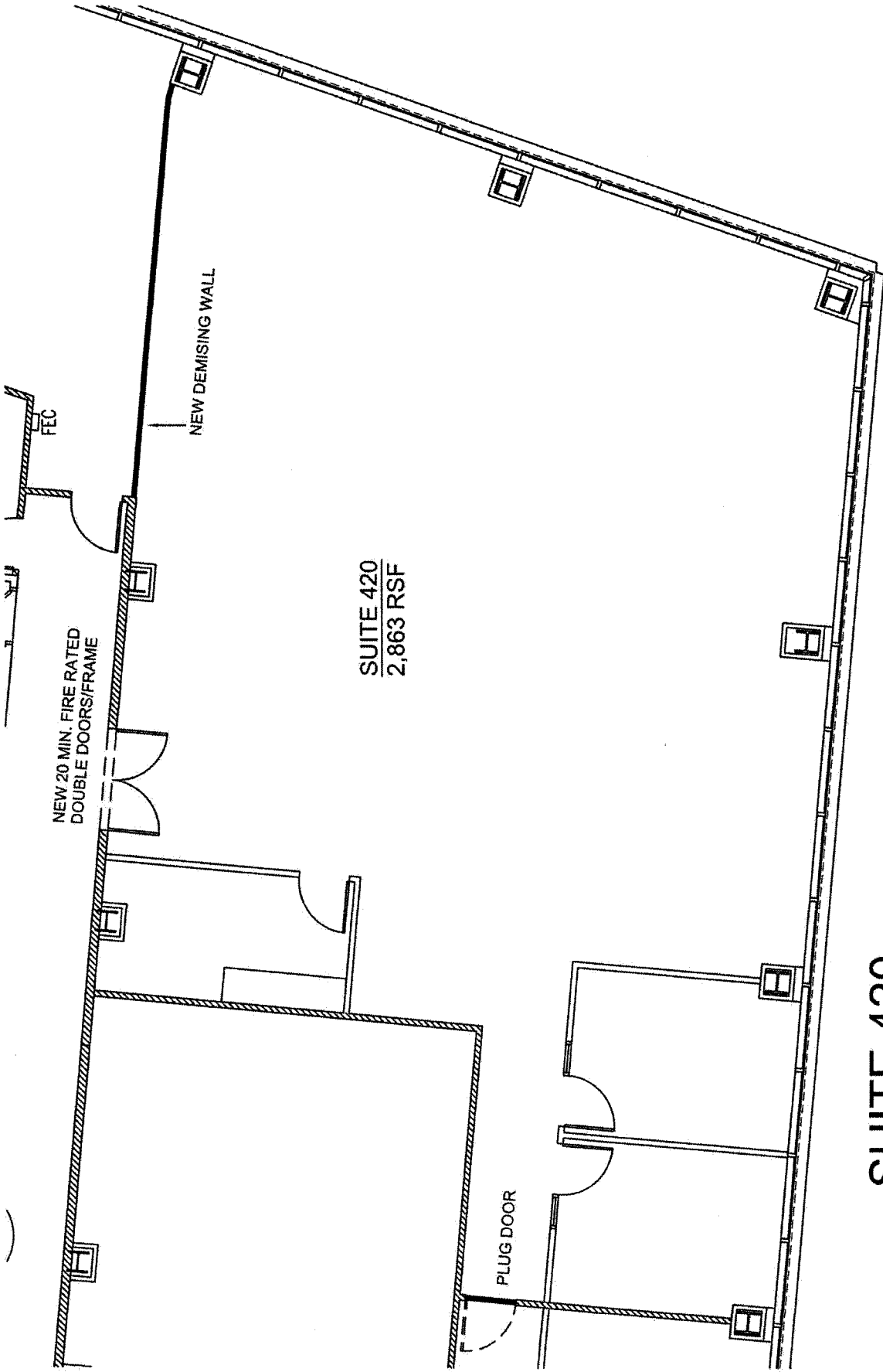
Dated: _____

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

By: 
Wesley W. Stanfield,
Deputy County Counsel

CC:jb/071819/RV539/20.574

EXHIBIT "A"



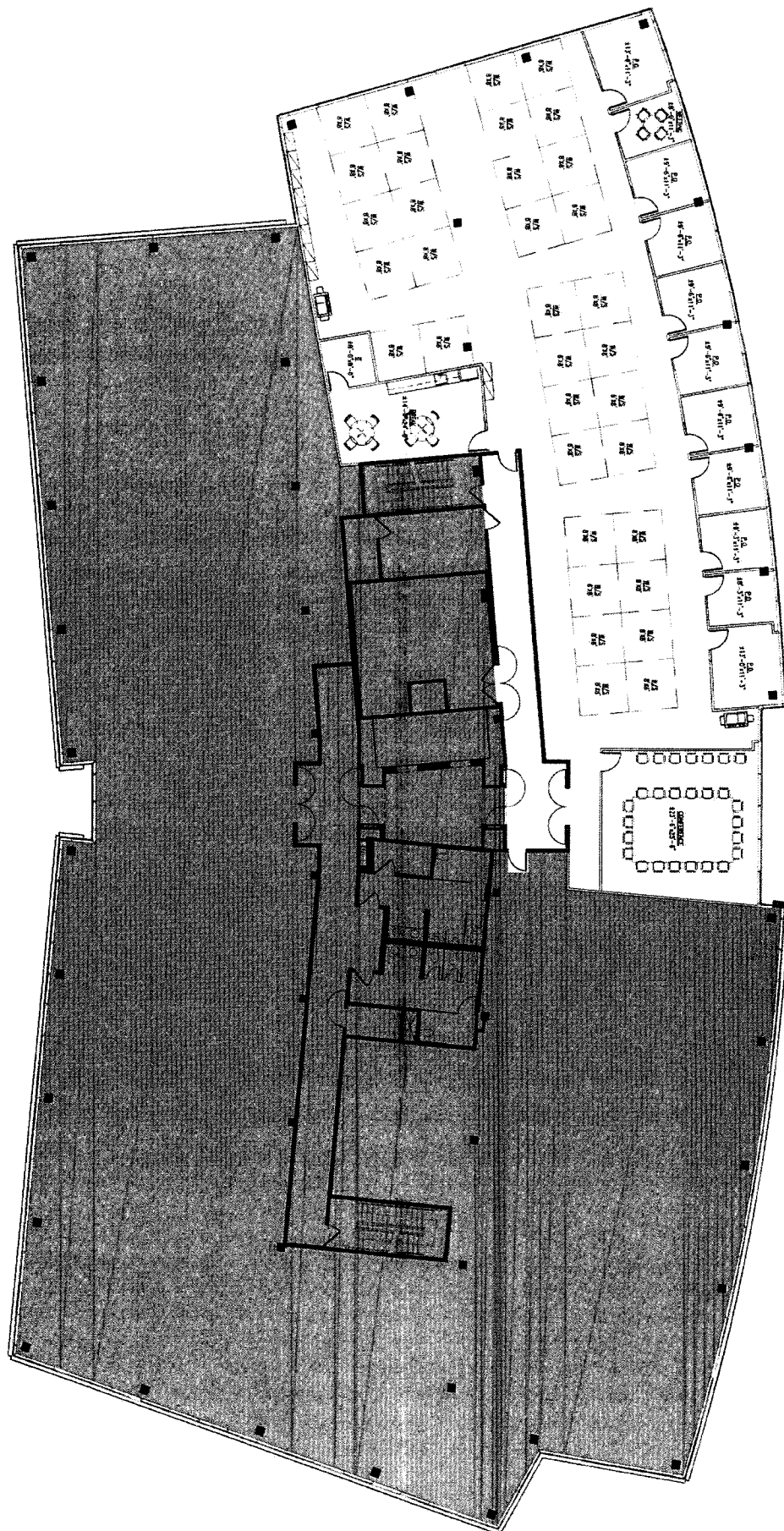
SUITE 420
2,863 RSF

- EXISTING WALL
- NEW WALL
- DEMO

SUITE 420

PRELIMINARY FLOOR PLAN
4210 RIVERWALK
RIVERSIDE, CA
4210-420P-4-24-19

EXHIBIT "B"



**SUITE 300
8,149 RSF**

**FLOOR PLAN, THIRD FLOOR
4210 RIVERWALK PARKWAY
RIVERSIDE, CA**

EXHIBIT
"C"

TENANT IMPROVEMENTS BY

LESSOR

Lessor to demise Suite 420 on a turnkey basis, consisting of approximately 2,863 square feet as follows and as outlined in Exhibit "A" of the First Amendment:

1. Construct a new demised wall, drywall and finish
2. Install a new 20 minute fire rated double door and frame
3. Install a new plug door
4. Install new 4th floor way finding signage to say "Immunization Administrative Offices"
5. Apply a frost or other blocking coating to the side lights on the fourth floor corridor