

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



**ITEM: 3.14  
(ID # 11511)**

**MEETING DATE:**

Tuesday, January 28, 2020

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

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): French Valley Café - Lease (French Valley Airport Terminal- Restaurant), French Valley, CEQA Exempt, District 3, [\$0] (Clerk 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 CEQA Guidelines Section 15301, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
2. Approve the attached Lease Agreement 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**

Robert Field, Assistant County Executive Officer/ECD 12/23/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 28, 2020  
xc: EDA

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A Revenue Lease</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2019/20 – 2029/30</b>	

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

**BACKGROUND:**

**Summary**

The County of Riverside (County), as Lessor, and French Valley Café Inc., as Lessee, entered into a Lease (French Valley Airport Terminal – Restaurant) dated August 26, 2014, pertaining to the use of approximately 2,953 square feet of kitchen, restaurant, and adjacent patio space within the French Valley Airport Terminal Building located at 37600 Sky Canyon Drive, Murrieta, CA (“Existing Lease”). The term of the Existing Lease was for a period of five (5) years which expired on September 30, 2019, and has been on a month-to-month holdover during the negotiations of a new lease.

The County Economic Development Agency, Aviation Division, (EDA) received a request from French Valley Café for a term extension, and an increase of leased space to support the expansion of the restaurant bar area. EDA negotiated the attached Lease (French Valley Airport Terminal- Restaurant) (“New Lease”). The terms of the New Lease are summarized below.

**Summary of French Valley Café’s New Lease:**

**Lessee:** French Valley Café, Inc., a California corporation

**Premises Location:** 37600 Sky Canyon Drive  
Murrieta, CA 92563

**Leased Premises:** 3,007 square feet

**Term:** Ten (10) years commencing retroactively from October 1, 2019 to September 30, 2029.

**Option to Extend:** One (1) option to extend for an additional five (5) years

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Rent: \$4,792 per month

Utilities: Included in rent.

Maintenance  
& Custodial: 25% shared cost

Pursuant to the California Environmental Quality Act (CEQA), the New Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 class 1-Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption.

County Counsel has reviewed and approved the attached New Lease as to form.

**SUPPLEMENTAL:**  
**Additional Fiscal Information**

During the term of the New Lease, the rent shall be adjusted each October 1<sup>st</sup>, beginning with October 1, 2020 by the percentage rate change in the Consumer Price Index, All Urban Areas, Riverside-San Bernardino-Ontario Index, for the twelve (12) month period.

**Impact on Residents and Businesses**

The French Valley Café throughout the years has attracted local residents to the French Valley Airport. Airport businesses benefit from the exposure to local residents of day-to-day operations created through the patronage of the café.

Attachments:

- New Lease
- Notice of Exemption
- Aerial Map

  
Steven Atkeson

1/7/2020

  
Gregory V. Priamos, Director County Counsel

1/3/2020



1 (b) Lessee shall have one (1) option to extend this Lease by five (5) additional years.  
2 Such option shall be extended by Lessee providing County with a written notice of at least sixty  
3 (60) days prior to the expiration of the Term.

4 (c) Any holding over by Lessee after the expiration of this Lease shall be deemed a  
5 month-to-month tenancy upon the same terms and conditions of this Lease.

6 **4. Rent.**

7 (a) Lessee shall pay the sum of Four Thousand Seven Hundred Ninety-Two Dollars  
8 (\$4,792) per month to County as base rent for the leased premises.

9 (b) Notwithstanding the provisions of Paragraph 4(a) herein, the rent specified shall  
10 be increased on October 1, 2020 and October 1<sup>st</sup> of every year by the same percentage as the  
11 increase in the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario  
12 Index, for the twelve (12) month period. Nothing herein shall be deemed to provide for any  
13 reduction in the existing amount of current rent.

14 (c) The monthly rent is due and payable in advance on or before the first of the  
15 appropriate month during the term of this Lease and shall be considered delinquent if not paid  
16 by the 10th of the month. If the monthly rent becomes delinquent, Lessee will be charged a late  
17 fee equivalent to ten percent (10%) of the delinquent rental amount, exclusive of late fees, for  
18 each month that rent is delinquent.

19 **5. Security Deposit.** Lessee currently has the amount of Four thousand, three hundred,  
20 and fifteen dollars (\$4,315) in security deposit, being held for the faithful performance of the  
21 conditions of this Lease. Lessee will deposit an additional four hundred, seventy-seven dollars  
22 (\$477) to bring security deposit up one month's rent at lease signing. County will hold the total  
23 amount of security deposit for the full term of the Lease. County may use such amounts as are  
24 reasonably necessary to remedy Lessee's default in the payment of rent, to repair damages  
25 caused by Lessee or by a guest of Lessee, to clean the premises, if necessary, upon termination  
26 of tenancy, and to replace or return personal property of appurtenances exclusive of ordinary  
27 wear and tear. If used toward rent or damages during the term of tenancy, Lessee agrees to  
28 reinstate total security deposit upon five (5) days written notice delivered to Lessee in person

1 or by mail. No later than two (2) weeks after Lessee has vacated the premises, County shall  
2 furnish Lessee with an itemized written statement of the basis for, and the amount, of any  
3 security deposit received and the disposition of the security deposit and shall return any  
4 remaining portion of the security deposit to the Lessee.

5 **6. Tenant Improvements.** All fixed tenant improvements and fixtures in the Leased  
6 Premises, as identified in Exhibit "C", that have been paid for by County and shall remain or  
7 become as the case may be, the property of County. This shall include, but shall not be limited  
8 to, equipment, appliances, tables, chairs, and similar non-food items if purchased with the funds  
9 provided by County. County and Lessee have created a list of all items purchased with County  
10 funds, as referenced in Exhibit "C", attached hereto and by this reference made a part of the  
11 Lease. It is understood by both parties that unless an item is listed on this inventory sheet it is  
12 to be deemed property of Lessee. Where possible, each item on the list is to be issued a serial  
13 number which shall be affixed to the item, and shall be identified on the "Inventory List" by serial  
14 number, description and quantity. This list is to have final approval of and be signed by both  
15 parties and made a part of this Lease. In the event any equipment on said list is damaged or  
16 destroyed, or becomes inoperable, Lessee shall notify County in writing and the list shall be  
17 adjusted accordingly. In the event any equipment is used for a credit towards replacement  
18 equipment, Lessee may either, (1) elect to reimburse the County for the amount of the credit  
19 received within thirty (30) days of having received the said credit and the item(s) become the  
20 property of Lessee, or (2) Lessee shall add the new equipment to the list and the equipment  
21 shall become the property of the County.

22 **7. Custodial Services and Maintenance.**

23 (a) With the exception of the items listed in paragraph 7(b), County shall provide  
24 custodial services and maintenance for the Terminal Building, at County's sole expense, and  
25 Lessee shall provide all custodial services for the Leased Premises, along with those items that  
26 are listed in paragraph 7(b), at Lessee's sole expense. Lessee shall also pay a pro-rata share  
27 of the cost of custodial and maintenance services, based on the costs attributable to the use of  
28 the restaurant. The Lessee's pro-rata shall be determined by dividing the total building square

1 footage of 11,807 square feet by the Lessee's total square footage, excluding the exterior patio,  
2 which is 3,007 square feet to arrive at a percentage rate applicable to the Lessee's total common  
3 area charges. This percentage is hereby calculated as twenty-five (25%) percent. Lessee shall  
4 be responsible for all maintenance costs associated with equipment and furnishings within the  
5 Leased Premises, with the exception of the HVAC system, which shall be the County's  
6 responsibility.

7 (b) Lessee's obligation to provide custodial and maintenance services for the  
8 Leased Premises shall be further clarified to include, but not be limited to, the following:

- 9 (i) **Annually: In October**, clean and service hood vent and have Fire  
10 System serviced.
- 11 (ii) **Semi-Annually: In May and November**, kitchen drains and sewer line  
12 to grease trap cleaned. **In May and November**, grease trap pumped.
- 13 (iii) **Monthly**: Fryer grease picked up and trash enclosure hosed/cleaned  
14 out. Any degreaser product used for cleaning enclosure must be  
15 biodegradable and approved in advance by County.
- 16 (iv) **Weekly**: Trash pick-up and drain degreaser. Any degreaser product  
17 used to clean drains must be biodegradable and approved in advance by  
18 County.

19 8. **Utilities**. Lessee shall pay for all electricity, water and natural gas used in connection  
20 with the Leased Premises. County shall provide and pay for all other utilities, including utilities  
21 serving portions of the Terminal Building which are not included in the Leased Premises (i.e.  
22 lobby, hallways, restrooms, etc.)

23 9. **Inspection of Premises**. County, through its duly authorized agents, upon twenty four  
24 (24) hour notice shall have the right to enter the Leased Premises for the purpose of inspecting,  
25 monitoring and evaluating the obligations of Lessee hereunder and for the purpose of doing any  
26 and all things which it is obligated and has a right to do under this Lease.

1       10. **Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the use of the Leased  
2 Premises so long as it shall fully and faithfully perform the terms and conditions that it is required  
3 to do under this Lease.

4       11. **Compliance with Government Regulations.** Lessee shall, at Lessee's sole cost and  
5 expense, comply with the requirements of all local, state and federal statutes, regulations, rules,  
6 ordinances and orders now in force or which may be hereafter in force, pertaining to the Leased  
7 Premises. The final judgment, decree or order of any court of competent jurisdiction, or the  
8 admission of Lessee in any action or proceedings against Lessee, whether Lessee be a party  
9 thereto or not, that Lessee has violated any such statutes, regulations, rules, ordinances or  
10 orders, in the use of the Leased Premises, shall be conclusive of that fact between County and  
11 Lessee.

12       12. **Termination by County.** County shall have the right to terminate this lease forthwith:

13           (a) In the event a petition is filed for voluntary or involuntary bankruptcy for the  
14 adjudication of Lessee as debtors.

15           (b) In the event that Lessee makes a general assignment, or Lessee's interest  
16 hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

17           (c) In the event of abandonment of the Leased Premises by Lessee.

18           (d) In the event Lessee fails or refuses to perform, keep or observe any of Lessee's  
19 duties or obligations hereunder; provided, however, that Lessee shall have thirty (30) days in  
20 which to correct Lessee's breach or default after written notice thereof has been served on  
21 Lessee by County.

22           (e) In the event Lessee fails, or refuses, to meet its rental obligations, or any of them,  
23 hereunder or as otherwise provided by law.

24       13. **Termination by Lessee.** Lessee shall have the right to terminate this lease in the  
25 event County fails to perform, keep or observe any of its duties or obligations hereunder;  
26 provided, however, that County shall have thirty (30) days in which to correct its breach or  
27 default after written notice thereof has been served on it by Lessee; provided, further, however,  
28 that in the event such breach or default is not corrected, Lessee may elect to terminate this



1 Lease in its entirety or as to any portion of the premises affected thereby, and such election  
2 shall be given by an additional thirty (30) days written notice to County.

3 **14. Nondiscrimination.** Lessee herein covenants by and for himself or herself, his or her  
4 heirs, executors, administrator, and assigns, and all persons claiming under or through them,  
5 that this Lease is made and accepted upon and subject to the following conditions: That there  
6 shall be no discrimination against or segregation of any person or group of persons on account  
7 of any basis listed in section 12955 of the Government Code, and also defined in sections 12926  
8 and 12926.1 in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of  
9 the Property herein leased, nor shall the Lessee himself or herself, or any persons claiming  
10 under or through him or her, establish or permit any such practice or practices of discrimination  
11 or segregation with reference to the selection, location, number, use or occupancy of tenants,  
12 lessees, subtenants, subleases or vendees in the Property herein conveyed. The foregoing  
13 covenants shall run with the land.

14 **15. Default.**

15 (a) Lessee shall be in default if the Leased Premises is used for any purpose other than  
16 that authorized in the Lease, fails to maintain the Leased Premises or the improvements in the  
17 manner provided for in the Lease, fails to pay any installment of rent or other sum when due  
18 as provided for in the Lease, fails to comply with or perform any other covenant, condition,  
19 provision or restriction provided for in the Lease, abandons the Leased Premises, allows the  
20 Leased Premises to be attached, levied upon, or seized under legal process; or, if the Lessee  
21 files or commits an act of bankruptcy, has a receiver or liquidator appointed to take possession  
22 of the Premises, or commits or permits waste on the Leased Premises (collectively referred to  
23 as a "Default"), then the Lessee shall be deemed in default under the terms of the Lease.

24 (b) In case of Default, County shall provide a thirty (30) day written notice to Lessee to  
25 remedy any and all defaults. Upon the failure of Lessee to promptly remedy such Default,  
26 County shall have the right to terminate this Lease and retake possession of the Property  
27 together with all additions, alterations, and improvements thereto. County shall also retain all  
28 rights to seek any and all remedies at law or in equity.

1           16. **Insurance.** Lessee shall during the term of this Lease procure at its sole cost and  
2 expense and keep in full force and effect from the commencement date of this Lease continuing  
3 until the end of the term of the Lease the following insurance provisions:

4                   (a)    **Workers' Compensation.** Procure and maintain Workers' Compensation  
5 Insurance as prescribed by the laws of the State of California.

6                   (b)    **Comprehensive General Liability.** Procure and maintain Comprehensive  
7 Broad Form General Liability insurance coverage that shall protect Lessee from claims including,  
8 but not limited to, damages for premises liability, contractual liability, personal and advertising  
9 injury (broad form) which may arise from or out of Lessee's operation use and management of  
10 the Leased Premises and grounds or the performance of its obligations hereunder, whether such  
11 operations, use or performance be by Lessee, by any subcontractor, vendor, or by anyone  
12 employed directly or indirectly by either of them or volunteers serving either of them. Such  
13 insurance shall name County of Riverside, its directors, officers, special districts, Board of  
14 Supervisors, employees, agents or representatives as additional insureds with respect to this  
15 Lease and the obligations hereunder with limits not less than \$1,000,000 per occurrence  
16 combined single limit. Policy shall provide for \$5,000 in medical payments coverage per  
17 occurrence, and fire legal liability in an amount not less than \$50,000 per occurrence.

18                   (c)    **Vehicle Liability.** Lessee shall procure auto liability as required by the  
19 State of California.

20                   (d)    **All Risk Real and Personal Property.**

21                               (1)    The Leased Premises will continue to remain insured by the  
22 County Property Program at no additional cost to Lessee. The County of Riverside shall continue  
23 to be responsible for all risk, earthquake and flood deductibles.

24                               (2)    The Leased Premises will continue to remain insured by the  
25 County Boiler and Machinery Program. The County of Riverside shall continue to be responsible  
26 for any and all deductibles relating to Boiler and Machinery insurance coverage.  
27  
28

1 (e) General Insurance Provisions.

2 (1) Any insurance carrier providing insurance coverage hereunder  
3 shall be admitted to the State of California unless waived, in writing, by County Risk Manager,  
4 and such carrier(s) shall have an A.M. BEST rating of not less than an A:VII (A:8). In addition,  
5 any deductibles or self-insured retentions must be declared by such carrier(s) and such  
6 deductibles and retentions shall have the prior consent, in writing, from the County Risk Manager  
7 and, at the election of the County Risk Manager, such carrier(s) shall be notified in writing and  
8 shall either: (1) reduce or eliminate such deductibles or self-insured retentions relating to the  
9 County of Riverside, its officers, employees or agents, or (2) procure a bond which guarantees  
10 payment of losses and related investigations, claim(s) administration and defense expenses and  
11 costs. If no written notice is received from County Risk Manager within ten (10) days of the  
12 acceptance of agreement then such deductibles or self-insured retentions shall be deemed  
13 acceptable.  
14

15 (2) Lessee shall cause its insurance carrier(s) to furnish the County of  
16 Riverside with either (1) properly executed original Certificate(s) of Insurance ("Certificate(s)")  
17 and certified original copies of endorsements effecting coverage as required herein, or (2) if  
18 requested to do so, in writing, by County Risk Manager, provide original certified copies of  
19 policies including all endorsements and any and all attachments thereto, showing that such  
20 insurance is in full force and effect, and County of Riverside, its directors, officers, special  
21 districts, Board of Supervisors, elected officials, employees, agents or representatives are  
22 named as additional insureds with respect to this Lease and the obligations of Lessee hereunder.  
23 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
24 carrier(s) that thirty (30) days' written notice shall be given to the County of Riverside prior to any  
25 modification, cancellation, expiration or reduction in coverage of such insurance. In the event of  
26 any such modification, cancellation, expiration or reduction in coverage and on the effective date  
27 thereof, this Lease shall terminate forthwith, unless the County of Riverside receives prior to such  
28

1 effective date another properly executed original Certificate of Insurance and original copies of  
2 endorsements or certified original policies including all endorsements and attachments thereto  
3 evidencing coverages set forth herein and the insurance required herein is in full force and effect.

4 Lessee shall not take possession or otherwise use the Leased Premises until the County of  
5 Riverside has been furnished original Certificate(s) of Insurance and certified original copies of  
6 endorsements or policies of insurance including all endorsements and any and all other  
7 attachments as required in this Section. The original endorsements for each policy and the  
8 Certificate(s) of Insurance shall be signed by an individual authorized by the insurance carrier to  
9 do so on its behalf.

10 (3) It is understood and agreed to by the parties, and the insurance  
11 company(s), Certificate(s) of Insurance and policies shall so covenant and shall be construed as  
12 primary and County's insurance and/or deductibles and/or self-insured retentions or self-insured  
13 programs shall not be construed as contributory.

14 **17. Hold Harmless.**

15 Lessee represents that it has inspected the leased premises, accepts the condition thereof  
16 and fully assumes any and all risks incidental to the use thereof. County shall not be liable to  
17 Lessee, its officers, agents, employees, subcontractors or independent contractors for any  
18 personal injury or property damage suffered by them which may result from hidden, latent or  
19 other dangerous conditions in, on, upon or within the leased premises, provided, however, that  
20 such dangerous conditions are not caused by the sole negligence of County, its officers, agents  
21 or employees.

22 Lessee shall indemnify and hold harmless the County of Riverside, its agencies, districts,  
23 special districts and departments, their respective directors, officers, Board of Supervisors,  
24 elected and appointed officials, employees, agents and representatives ("County Parties") from  
25 any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers,  
26 employees, subcontractors, agents or representatives arising out of or in any way relating to or  
27 in any way connected with the Leased Premises or this Lease, including but not limited to  
28

1 property damage, bodily injury, or death or any other element of any kind or nature whatsoever.  
2 Lessee shall defend, at its sole expense, all costs and fees including, but not limited, to attorney  
3 fees, cost of investigation, defense and settlements or awards, County Parties in any claim or  
4 action based upon such alleged acts or omissions.

5 With respect to any action or claim subject to indemnification herein by Lessee, Lessee  
6 shall, at their sole cost, have the right to use counsel of their own choice and shall have the  
7 right to adjust, settle, or compromise any such action or claim without the prior consent of  
8 County; provided, however, that any such adjustment, settlement or compromise in no manner  
9 whatsoever limits or circumscribes Lessee's indemnification to County as set forth herein.

10 Lessee's obligation hereunder shall be satisfied when Lessee has provided to County the  
11 appropriate form of dismissal relieving County from any liability for the action or claim involved.

12 The specified insurance limits required in this Lease shall in no way limit or circumscribe  
13 Lessee's obligations to indemnify and hold harmless the County herein from third party claims.

14 In the event there is conflict between this clause and California Civil Code section 2782, this  
15 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve  
16 the Lessee from indemnifying the County to the fullest extent allowed by law.

17 18. **Assignment**. Lessee cannot assign, sublet, mortgage, hypothecate or otherwise  
18 transfer in any manner its rights, duties, or obligations hereunder to any person or entity without  
19 the written consent of County being first obtained, which consent shall not be unreasonably  
20 withheld. In the event of any such transfer, as provided in this paragraph, Lessee expressly  
21 understands and agrees that it shall remain liable with respect to any and all of the obligations  
22 and duties contained in this Lease.

23 19. **Toxic Materials**. During the term of the Lease and any extensions thereof, Lessee  
24 shall not violate any federal, state or local law, ordinance or regulation, relating to industrial  
25 hygiene or to the environmental condition on, under or about the Leased Premises, including,  
26 but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns  
27 and sub lessees, shall not use, generate, manufacture, produce, store or dispose of on, under  
28 or about the Leased Premises or transport to or from the Leased Premises any flammable

1 explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related  
2 injurious materials, whether injurious by themselves or in combination with other materials  
3 (collectively, "hazardous substances", "hazardous materials" or "toxic substances") in the  
4 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as  
5 amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49  
6 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section  
7 6901, et seq; and those substances defined as "Hazardous Wastes" in Section 25117 of the  
8 California Health and Safety Code or as "Hazardous Substances" in Section 25316 of the  
9 California Health and Safety Code; and in the regulations adopted in publications promulgated  
10 pursuant to said laws.

11       20. **Free from Liens.** Lessee shall pay, when due, all sums of money that may become  
12 due for any labor, services, material, supplies, or equipment, alleged to have been furnished or  
13 to be furnished to Lessee, in, upon, or about the Leased Premises, and which may be secured  
14 by a mechanic's, materialman's or other lien against the Leased Premises or County's interest  
15 therein, and will cause each such lien to be fully discharged and released at the time the  
16 performance of any obligation secured by such lien matures or becomes due; provided,  
17 however, that if Lessee desires to contest any such lien, it may do so, notwithstanding any such  
18 contest, if such lien shall be reduced to final judgment, and such judgment or such process as  
19 may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay  
20 thereafter expires, then and in such event, Lessee shall forthwith pay and discharge said  
21 judgment.

22       21. **Employees and Agents of Lessee.** It is understood and agreed that all persons hired  
23 or engaged by Lessee shall be considered to be employees or agents only of Lessee and not  
24 of County.

25       22. **Binding on Successors.** Lessee, its assigns and successors in interest, shall be  
26 bound by all the terms and conditions contained in this Lease, and all the parties thereto shall  
27 be jointly and severally liable hereunder.  
28

1       23. **Waiver of Performance.** No waiver by County at any time of any of the terms and  
2 conditions of this lease shall be deemed or construed as a waiver at any time thereafter of the  
3 same or of any other terms or conditions contained herein or of the strict and timely performance  
4 of such terms and conditions.

5       24. **Severability.** The invalidity of any provision in this Lease as determined by a court of  
6 competent jurisdiction shall in no way affect the validity of any other provision hereof.

7       25. **Venue.** Any action at law or in equity brought by either of the parties hereto for the  
8 purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of  
9 competent jurisdiction in the County of Riverside, State of California, and the parties hereby  
10 waive all provisions of law providing for change of venue in such proceedings of any other  
11 county.

12       26. **No Third Party Beneficiaries.** This Lease is made and entered into for the sole  
13 protection and benefit of the parties hereto. No other person or entity shall have any right of  
14 action based upon the provisions of this Lease.

15       27. **Permits, Licenses and Taxes.** Lessee shall secure and maintain, at its expense, all  
16 necessary permits and licenses as it may be required to obtain and/or hold. Lessee shall pay  
17 for all fees and taxes levied or required by any authorized public entity. Lessee recognizes and  
18 understands that this Lease may create a possessory interest subject to property taxation and  
19 that Lessee may be subject to the payment of property taxes levied on such interest.

20       28. **Notices.** Any notice required or desired to be served by either party upon the other  
21 shall be addressed to the respective parties as set forth below:

22           County:  
23           Riverside County  
24           Economic Development Agency  
25           3403 10<sup>th</sup> Street, Suite 400  
26           Riverside, CA 92501  
27           Attn: Assistant County  
28           Executive Officer/ECD

Lessee:  
French Valley Café  
37600 Sky Canyon Drive  
Murrieta, CA 92563  
Attn: Darci Castillejos  
Chief Executive Officer

or to such other addresses as from time to time shall be designated by the respective parties.

1       29. **Paragraph Headings**. The paragraph headings herein are for the convenience of the  
2 parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope,  
3 meaning or intent of the provisions or language of this lease.

4       30. **Agent for Service of Process**. It is expressly understood and agreed that in the event  
5 Lessee is not a resident of the State of California or it is an association or partnership without a  
6 member or partner resident of the State of California, or it is a foreign corporation, then in any  
7 such event, Lessee shall file with the Assistant County Executive Officer/ECD, upon its  
8 execution hereof, a designation of a natural person residing in the State of California, giving his  
9 or her name, residence and business addresses, as its agent for the purpose of services of  
10 process in any court action arising out of or based upon the Lease, and the delivery to such  
11 agent of a copy of any process in any such actions shall constitute valid service upon Lessee.  
12 It is further expressly understood and agreed that if for any reason service of such process upon  
13 such agent is not feasible, than in such event Lessee may be personally served with such  
14 process out of this County and that such service shall constitute valid service upon Lessee. It  
15 is further expressly understood and agreed that Lessee is amenable to the process so served,  
16 submits to the jurisdiction of the court so obtained and waives any and all objections and  
17 protests thereto.

18       31. **Entire Lease**. This Lease is intended by the parties hereto as a final expression of  
19 their understanding with respect to the subject matter hereof and as a complete and exclusive  
20 statement of the terms and conditions thereof and supersedes any and all prior and  
21 contemporaneous Leases, agreements and understandings, oral or written, in connection  
22 therewith. The Lease may be changed or modified only upon the written consent of the parties  
23 hereto.

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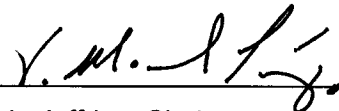
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1 COUNTY OF RIVERSIDE, a political  
2 subdivision of the State of California

FRENCH VALLEY CAFÉ, INC.  
a California corporation

3  
4 By:   
5 ~~Kevin Jeffries~~, Chairman  
6 Board of Supervisors

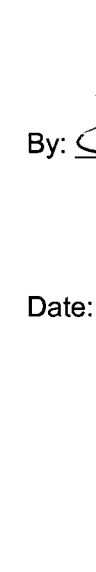
By:   
Darci Castillejos  
Chief Financial Officer

7 V. MANUEL PEREZ  
8 Date: JAN 28 2020

Date: 11/18/19

9  
10 ATTEST:

11 ~~Kecia Harper-Hem~~  
12 Clerk of the Board

13  
14 By:   
15 Deputy

16  
17 APPROVED AS TO FORM:

18 Gregory P. Priamos, County Counsel

19  
20 By:   
21 Wesley Stanfield  
22 Deputy County Counsel

23 Attachments:

24 Exhibit A – Leased Premises – Space Plan

25 Exhibit B – Leased Premises – Adjacent Outdoor Patio

26 Exhibit C – Inventory List  
27  
28

Exhibit A  
Leased Premises  
Space Plan

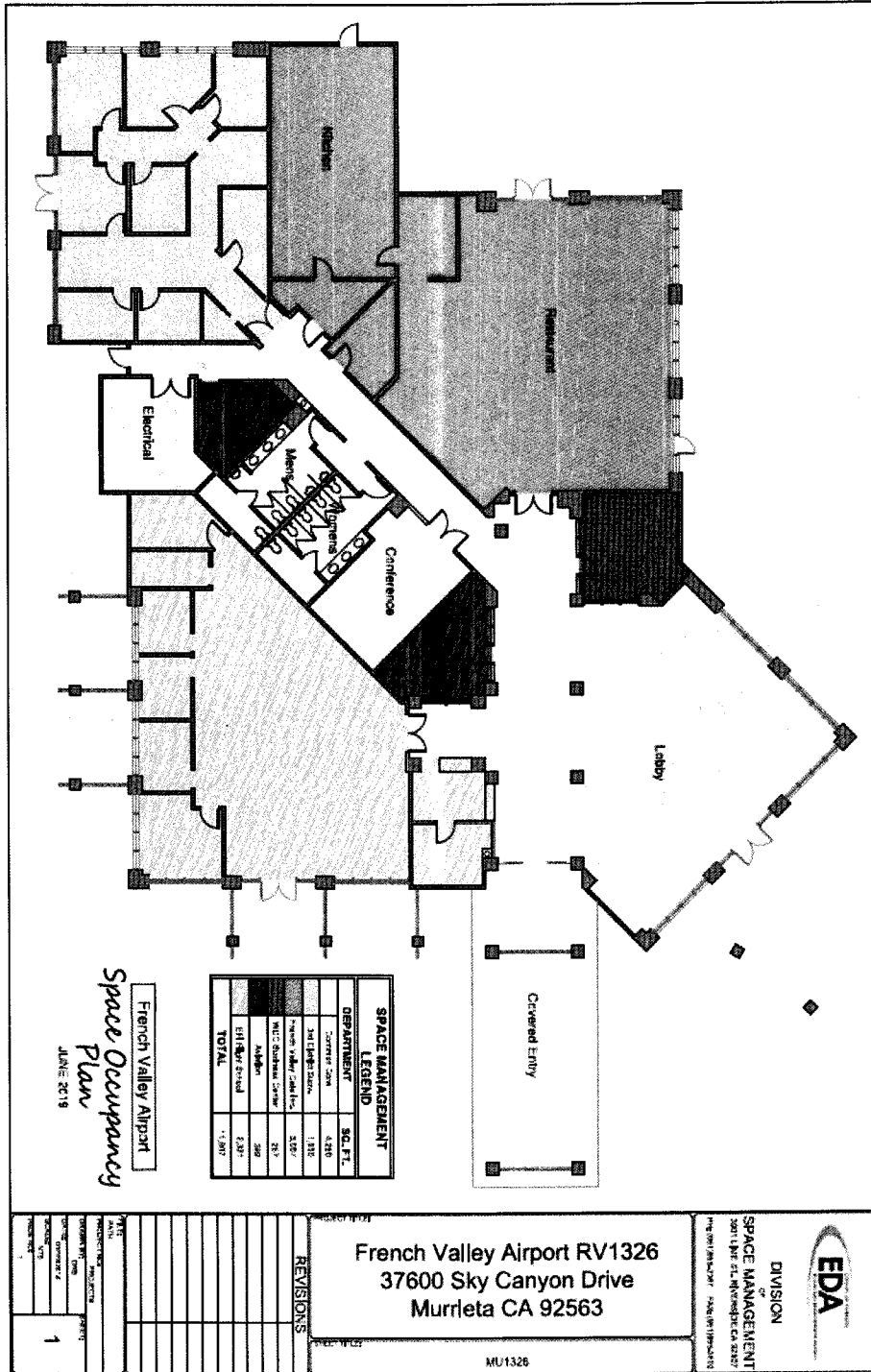


Exhibit B  
Leased Premises  
Adjacent Patio Area

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**EXHIBIT B**

**FRENCH VALLEY CAFÉ  
ADJACENT OUTDOOR PATIO AREA**

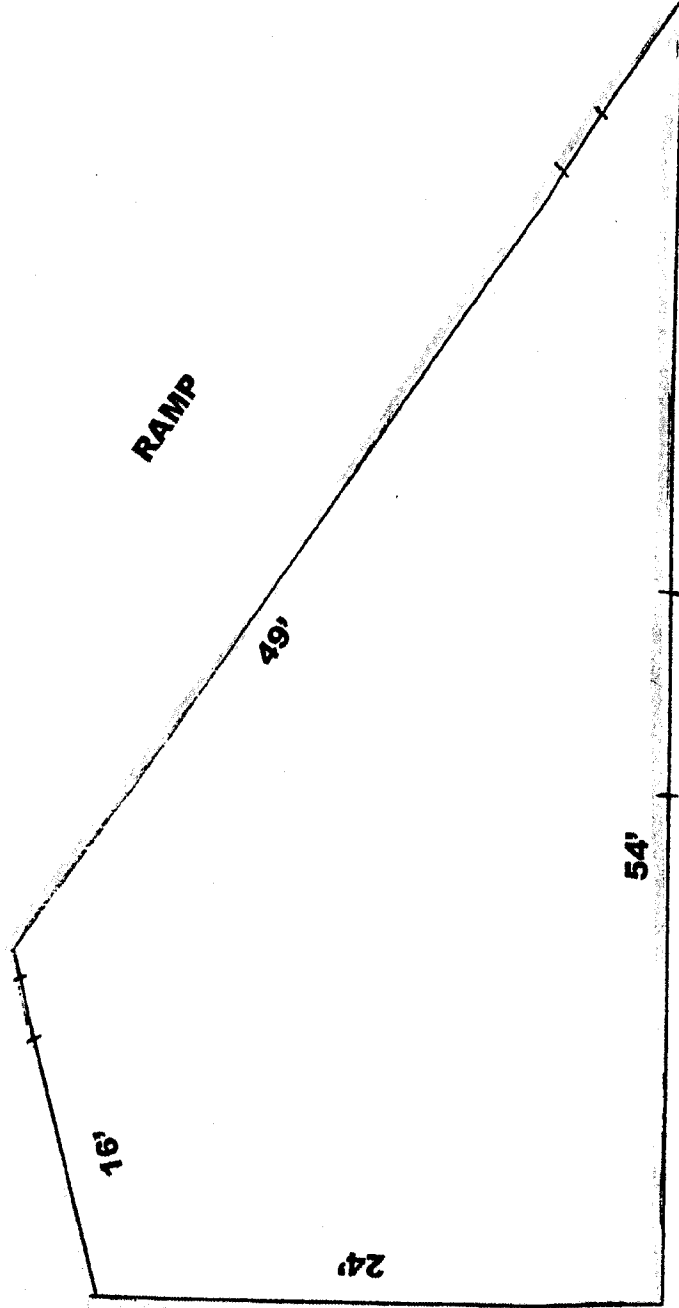


Exhibit C  
Inventory List

Item #	Quantity	Description	ID Tag #	Status
1	20	Bar stool-metal with padded seat	10890-10909	
2	9	Booths	10911-10919	
4	30	Chairs, metal, padded seat	10920-10949	
6	1	Dish table souled side, 6 ft. w/ pre-rinse sink	10963	
7	1	Dish table, clean side, 6ft	10964	
8	1	Eagle hand sink, wall mount	10965	
9	1	Eagle hand sink, wall mount	10966	
10	1	Eagle hand sink, wall mount	10966	
11	1	Eagle shelving cooler, 18x48 with 4 shelves	10967	
12	1	Eagle shelving cooler, 18x36 with 4 shelves	no tag #	
13	1	Eagle shelving cooler, 18x36 with 4 shelves	no tag #	
14	1	Eagle shelving cooler, 18x36 with 4 shelves	no tag #	
15	1	Eagle shelving unit, 18x36 with 4 shelves	10973	
16	1	Eagle shelving unit, 18x60 with 4 shelves	10975	
17	1	Eagle shelving unit, 18x60 with 4 shelves	10976	
18	1	Eagle shelving unit, 18x60 with 4 shelves	10977	
19	1	Eagle shelving unit, 18x60 with 4 shelves	10593	
20	1	Freezer work top, 48" MD:UCF18A SN:5105983	10980	
21	1	Hatco 36" heat lamp, with remote infinite control MD:GRA-36RI	10979	
23	1	Kitchen door, 37.5" x 82" with window, hinge left side, white finish	10983	
24	1	Mars air door- 36" receiving includes microswitch, plunger type	10984	
25	1	Microwave shelf	10985	
26	1	New Hood, 11 ft W x 68" D x 24" H, NSF: Class 1 Hood	10987	
27	1	Order rack, 48"	10988	
28	1	Prep table, Beverage Air, 18 pan, Mega top, 48" NSF7 MD:Sp48-18M SN:4905071	10989	
29	1	Pre-rinse faucet	10990	
30	1	Refrigerator work top, 48" MD:UCR88A SN:5307573	Together with #31 - tag 10991	
31	1	Refrigerator, undercounter, 2 dr. MD:UCR88A SN:5307575	Together with #30 - tag 10991	
33	1	Sink, 3 tub, 2 drainboards, s/s 96" with faucet	10993	
34	1	Slanted shelf, s/s, 42"	10995	
35	1	Stand for charbroiler, galvanized 36" with undershelf	10996	
37	1	Table, 5ft, s/s top, with 2 galv shelves	10997	
38	1	Used Bar sink with speed rails (13ft)	10999	
39	1	Used drop in hand sink	11001	
41	1	Vegetable sink, 1 tub, 2 drainboard with faucet	11003	
42	1	Wait Station	11008	
43	1	Wlk-in Split Refrigerator/Freezer, 7ft wide x 12ft. deep over all, 4ft freezer	11004	
44	1	Wall shelf, s/s, 42"x12"	11009	
45	2	Wall shelf, s/s, 48"	11005 - 11006	
46	1	Work table, s/s, 5ft, with undershelf	10591	
47	1	Work table, 24x30", s/s, top-galv u/s	10590	
48	1	American Range; 6 burner Range with Standard Oven Model: AR36 SN:2080128-018	201842	New 3/24/08
49	1	American Range; Manual Control Griddle with legs, Model: ARMG-36 SN:2080197-009	201843	New 3/24/08



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

NOTICE OF EXEMPTION

1/30/2020 Date

CB Initial

December 12, 2019

Project Name: French Valley Airport Terminal, French Valley Café Lease

Project Number: ED1910012

Project Location: 37600 Sky Canyon Drive, east of State Route 79, Assessor's Parcel Number (APN) 963-030-010, Murrieta, Riverside County, California, 92563

Description of Project: The County of Riverside (County), as Lessor, and French Valley Café Inc., as Lessee, entered into a Lease (French Valley Airport Terminal – Restaurant) dated August 26, 2014, pertaining to the use of approximately 2,953 square feet of kitchen, restaurant, and adjacent patio space within the French Valley Airport Terminal Building located at 37600 Sky Canyon Drive, Murrieta, California (Existing Lease). The term of the Existing Lease was for a period of five years, which expired on September 30, 2019, and has been on a month-to-month holdover during the negotiations of a new lease.

The County Economic Development Agency, Aviation Division, (EDA) received a request from French Valley Café for a term extension and an increase of leased space (3,007 square feet) to support the expansion of the restaurant bar area. Tenant improvements will be required to accommodate the additional 54 square feet of space and continue to make the restaurant functional. The renewal of the lease and tenant improvements is identified as the proposed project under the California Environmental Quality Act (CEQA). 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: Section 15301 Existing Facilities Exemption, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5 Sections 15061.

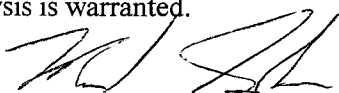
JAN 28 2020 314

**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 unusual circumstances which would have a potentially significant effect on the environment. 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. The project is limited to the renewal of an existing lease of a restaurant cafe at an existing airport. . No significant environmental impacts are anticipated to occur with the French Valley Café Lease.

- **Section 15301 –Existing Facilities:** This Class 1 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 a renewal of an existing lease with a negligible increase of lease area for a restaurant at an existing airport. The lease renewal would include an additional 54 square feet of leased area which would represent 1.8 percent of the existing leased area and would be negligible. Additional tenant improvements, including, but not limited to the installation of new equipment and alterations to accommodate the additional space would also be required to make the space functional. The tenant improvements would be within the existing building footprint, and would be consistent with the existing land use. Therefore, the project is exempt as it meets the scope and intent of the Categorical 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 lease of the existing restaurant with additional space and minor tenant improvements for the existing restaurant at French Valley Airport will not result in any direct or indirect physical environmental impacts. The lease renewal and minor increase in leased space would not substantially increase the capacity of the site and would be incorporated to maintain the provision of food services at an existing County-owned facility. The use and operation of the restaurant will be substantially similar to the existing use and will not create any new environmental impacts. 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: \_\_\_\_\_

12/12/19

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** French Valley Airport Terminal, French Valley Café Lease

**Accounting String:** 537080-22100-1910700000- ED1910012

DATE: December 12, 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: Jose Ruiz, Aviation Division, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -





Date: December 12, 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 # ED1910012**  
French Valley Airport Terminal, French Valley Café Lease

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 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file