

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



**ITEM: 3.10  
(ID # 22291)**

**MEETING DATE:**  
Tuesday, December 05, 2023

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT, REAL ESTATE DIVISION (FM-RE): Ratification and Approval of the First Amendment to Lease with Copperfield Investment & Development Company and Silverhawk Business Center, LLC dba Temecula Park, LLC, Transportation & Land Management Agency (TMLA), Four-Year Lease. California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 3. [Total Cost: \$156,021 - Transportation Fund 67%; Building and Safety 33%; - 100% TMLA General Fund 10000] (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 State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

**ACTION:Policy**

Charissa Leach, TMLA Director

11/21/2023

Rose Salgado, Director of Facilities Management

11/22/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 5, 2023  
xc: FM-RE, Recorder

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Ratify and Approve the attached First Amendment to Lease with Copperfield Investment & Development Company, a California corporation, and Silverhawk Business Center, LLC, a California limited liability company dba Temecula Park, LLC, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

| <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>   | \$34,267                    | \$38,354                 | \$156,021                           | \$0                 |
| <b>NET COUNTY COST</b>  | \$0                         | \$0                      | \$0                                 | \$0                 |
| <b>SOURCE OF FUNDS:</b> Transportation Fund 67%; Building and Safety 33% - 100% TLMA General Fund 10000 |                             |                          | <b>Budget Adjustment:</b> No        |                     |
|   |                             |                          | <b>For Fiscal Year:</b> 23/24-27/28 |                     |

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

**BACKGROUND:**

**Summary**

The Transportation & Land Management Agency (TLMA) has been under lease at 30111 Technology Drive, Murrieta since August 10, 2018. This facility continues to provide a vital and centralized satellite location for TLMA services located within the facility. This First Amendment to Lease (First Amendment) represents a request to extend the lease four (4) years commencing August 1, 2023, through July 31, 2027. The County shall have the option to terminate the Lease, without cause, with a one hundred eighty (180) day advance written notice to Lessor.

Pursuant to the California Environmental Quality Act (CEQA), the First Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and Section 15061(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.

This First Amendment is summarized below:

Lessor: Copperfield Investment & Development Company, a California

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

corporation, and Silverhawk Business Center, LLC, a California limited liability company dba Temecula Park, LLC  
600 St. Paul Avenue, Suite 108  
Los Angeles, California 90017

Premises Location: 30111 Technology Drive, Suite 140, Murrieta, California 92563

Size: 1,405 sq. ft.

|       |   |   |
|-------|---|---|
| Rent: | <u>Current</u>  | <u>New</u>  |
|       | \$ 1.88 per sq. ft.<br>\$2,640.85 per month<br>\$31,690.20 per year | \$ 2.00 per sq. ft.<br>\$2,810.00 per month<br>\$33,720.00 per year |

Term: Commencing August 1, 2023 through July 31, 2027

Rent Adjustment: Three percent (3%) annual increases commencing August 1, 2024

Utilities: County pays for telephone and electrical services; Lessor pays for all other services.

Custodial Services: Provided by Lessor

Maintenance: Provided by Lessor

RCIT Costs: N/A

Option to Terminate: Termination for any reason with One Hundred Eighty (180) days advance written notice.

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

**Impact on Residents and Businesses**

This facility will continue to provide a satellite location for various TLMA Divisions and Services. The continued occupancy of this facility provides a positive economic impact to area residents and businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

See attached Exhibits A, B, & C.

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

TLMA has budgeted these costs in FY 23/24-27/28 and will reimburse Facilities Management, Real Estate Division for all lease costs on a monthly basis.

**Contract History and Price Reasonableness**

This is a four-year renewal. This contract has been in place since August 10, 2018.


**ATTACHMENTS:**

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

  
Veronica Santillan, Principal Management Analyst 11/29/2023

  
Aaron Gettis, Deputy County Counsel 11/28/2023

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Suite 200, Riverside, CA

|  |     |        |
|--|-----|--------|
| <b>FILED / POSTED</b>  |     |        |
| County of Riverside  |     |        |
| Peter Aldana   |     |        |
| Assessor-County Clerk-Recorder   |     |        |
| E-202301262  |     |        |
| 12/06/2023 11:27 AM Fee: \$ 50.00  |     |        |
| Page 1 of 2  |     |        |
| Removed:   | By: | Deputy |
|  |     |        |

## NOTICE OF EXEMPTION

August 29, 2023

**Project Name:** Approval of First Amendment to Lease with Copperfield Investment & Development Company, a California corporation, and Silverhawk Business Center, LLC, a California limited liability company dba Temecula Park, LLC for Transportation Land Management Agency (TLMA), Murrieta

**Project Number:** FM042464002600

**Project Location:** 30111 Technology Drive, Suite 140, east of Sky Canyon Drive, Murietta, California 92563, Assessor's Parcel Number (APN) 957-330-015

**Description of Project:** The County of Riverside TLMA has been under lease at 30111 Technology Drive, Murrieta since August 10, 2018. The 1,405 square feet of office space provides a location for various TLMA Departments and Services. A First Amendment to the Lease is being sought to extend the term by four years commencing August 1, 2023, through July 31, 2027. The County shall have the option to terminate the Lease, without cause and with a one hundred eighty days advance written notice to Lessor. The continued occupancy of this facility provides a positive economic impact to this area's residents and businesses by housing multiple services within the TLMA Department. The First Amendment to the Lease Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facility will occur. The operation of the facility will continue to provide public services. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

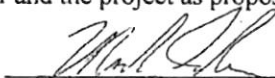
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 involve unusual circumstances that could potentially have a 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. No significant environmental impacts are anticipated to occur with the First Amendment to the Lease Agreement.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the extension of term. The project would not substantially increase or expand the use of the site; use 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 four-year extension of the Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No 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.

Therefore, the County of Riverside Facilities Management 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: \_\_\_\_\_



Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

Date: 8-29-2023

1 **FIRST AMENDMENT TO LEASE**  
2 **30111 Technology Drive, Suite 140**  
3 **Murrieta, California**

4  
5 This **FIRST AMENDMENT TO LEASE** ("First Amendment") dated as of  
6 December 5, 2023, is entered by and between **COPPERFIELD**  
7 **INVESTMENT & DEVELOPMENT COMPANY**, a California corporation, as to an  
8 undivided 50% interest, and **SILVERHAWK BUSINESS CTR, LLC**, a California limited  
9 liability company dba **TEMECULA PARK, LLC**, as to an undivided 50% interest  
10 ("Lessor"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of  
11 California ("County"), sometimes collectively referred to as the "Parties".

11 **RECITALS**

12 a. **TEMECULA PARK, LLC**, as lessor, and County entered into that  
13 certain Lease dated August 10, 2018 ("Original Lease") whereby **TEMECULA PARK,**  
14 **LLC** agreed to lease to County and County agreed to lease from Lessor that certain  
15 building located at 30111 Technology Drive, Suite 140, Murrieta, California ("the  
16 Building'), as more particularly described in the Lease ("the Original Premises").

17 b. County and Lessor desire to amend the Lease with this First  
18 Amendment to extend the term, amend the rental amount, modify County's Right to  
19 Early Termination and update the Notice section.

20 c. The Original Lease, together with this First Amendment, shall be  
21 collectively referred to as the "Lease."

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

24 1. **Term.** Section 3(a) of the Lease is hereby amended by the following:  
25 The term of the Lease shall be extended for a period of four (4) years commencing  
26 August 1, 2023 and expiring July 31, 2027 (the "Extension Term").

27 2. **Rent.** Section 4 of the Lease is hereby amended by the following:  
28 County shall pay to Lessor the monthly sums as rent for the leased premises during the  
term of this First Amendment as indicated below:

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| <u>Amount</u> | <u>Year</u>                          |
|---------------|--------------------------------------|
| \$2,810.00    | August 1, 2023 through July 31, 2024 |
| \$2,894.30    | August 1, 2024 through July 31, 2025 |
| \$2,981.13    | August 1, 2025 through July 31, 2026 |
| \$3,070.56    | August 1, 2026 through July 31, 2027 |

Said monthly sums shall be payable, in advance, on the first day of the month or as soon as thereafter as a warrant can be issued in the normal course of County business; provided, however, in the event rent is owing for any period during the term hereof which is for less than one (1) full calendar month is owing said rent shall be pro-rated based upon the actual number of days of said month.

**3. County's Right to Early Termination.** Section 12 of the Lease is hereby amended by adding the following as subsection (d): The County shall have the option to terminate the Lease, without cause, with one hundred eighty (180) days advance written notice to Lessor.

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

**County's Notification Address:**

County of Riverside  
 Facilities Management  
 3450 14<sup>th</sup> Street, Suite 200  
 Riverside, CA 92501  
 Attn: Deputy Director of Real Estate  
 FM-Leasing@Rivco.org  
 Telephone: (951) 955-4820

**Lessor's Notification Address:**

Temecula Park, LLC  
 600 St. Paul Avenue, Suite 108  
 Los Angeles, CA 90017

**5. Capitalized Terms.** FIRST 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 First



1 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,  
2 as heretofore amended, and shall supplement the remaining provisions thereof.

3 **6. Miscellaneous.** Except as amended or modified herein, all the terms of  
4 the Lease shall remain in full force and effect and shall apply with the same force and  
5 effect. If any provisions of this First Amendment or the Lease shall be determined to  
6 be illegal or unenforceable, such determination shall not affect any other provision of  
7 the Lease and all such other provisions shall remain in full force and effect. The  
8 language in all parts of the Lease shall be construed according to its normal and usual  
9 meaning and not strictly for or against either Lessor or Lessee. Neither this First  
10 Amendment, nor the Lease, nor any notice nor memorandum regarding the terms  
11 hereof, shall be recorded by Lessee.

12 **7. Effective Date.** This First Amendment shall not be binding or  
13 consummated until its approval by the Riverside County Board of Supervisors and fully  
14 executed by the Parties.

(SIGNATURE ON NEXT PAGE)

1 **In Witness Whereof**, the Parties have executed this First Amendment as of the  
2 date first written above.


3 Dated: December 5, 2023

4  
5 COUNTY:

6 County of Riverside, a political  
7 subdivision of the State of California

5 LESSOR:

6 Copperfield Investment & Development  
7 Company, a California corporation

8  
9 By:   
10 Kevin Jeffries, Chair  
11 Board of Supervisors


8  
9 By:   
10 Macy Lai  
11 Its: President

12  
13 ATTEST:

14  
15 Kimberly Rector  
16 Clerk of the Board


17 By:   
18 Deputy

14 Silverhawk Business CTR, LLC, a California  
15 limited liability company dba Temecula Park,  
16 LLC

17 By:   
18 Macy Lai  
19 Its: Manager

20 APPROVED AS TO FORM:

21 MINH C. TRAN  
22 County Counsel

23 By:   
24 RYAN YABKO  
25 Deputy County Counsel

26  
27 JG:kl/05112023/MU026/30.935  
28

# Exhibit A

FY 2023/24

Transportation and Land Management  
30111 Technology Drive, Suite 140, Murrieta

## ESTIMATED AMOUNTS

### Total Square Footage to be Leased:

|  |             |                     |
|--|-------------|---------------------|
| Current Office:                                  | 1,405 SQFT  |                     |
| Approximate Cost per SQFT(Jul)                   | \$ -        |                     |
| Approximate Cost per SQFT(Aug - Jun)             | \$ 2.00     |                     |
| Lease Cost per Month(Jul)                        | \$ -        |                     |
| Lease Cost per Month(Aug - Jun)                  | \$ 2,810.00 |                     |
| Total Lease Cost(Jul)                            |             | \$ -                |
| Total Lease Cost(Aug - Jun)                      |             | \$ 30,910.00        |
| <b>Total Estimated Lease Cost for FY 2023/24</b> |             | <b>\$ 30,910.00</b> |

### Estimated Additional Costs:

|  |           |                     |
|--|-----------|---------------------|
| Utility Cost per SQFT                              | \$ 0.12   |                     |
| Estimated Utility Costs per Month                  | \$ 168.60 |                     |
| Total Estimated Utility Cost(Jul)                  |           | \$ -                |
| Total Estimated Utility Cost(Aug - Jun)            |           | \$ 1,854.60         |
| <b>Total Estimated Utility Cost for FY 2023/24</b> |           | <b>\$ 1,854.60</b>  |
| FM Lease Management Fee as of 7/1/2023             | 4.86%     | \$ 1,502.23         |
| <b>TOTAL ESTIMATED COST FOR FY 2023/24</b>         |           | <b>\$ 34,266.83</b> |
| <b>TOTAL COUNTY COST</b>                           | <b>0%</b> | <b>\$ -</b>         |

# Exhibit B

FY 2024/25

Transportation and Land Management  
30111 Technology Drive, Suite 140, Murrieta

## ESTIMATED AMOUNTS

### Total Square Footage to be Leased:

|  |              |                     |
|--|--------------|---------------------|
| Current Office:                                  | 1,405 SQFT   |                     |
| Approximate Cost per SQFT(Jul)                   | \$ 2.00      |                     |
| Approximate Cost per SQFT(Aug - Jun)             | \$ 2.06      |                     |
| Lease Cost per Month(Jul)                        | \$ 2,810.00  |                     |
| Lease Cost per Month(Aug - Jun)                  | \$ 2,894.30  |                     |
| Total Lease Cost(Jul)                            | \$ 2,810.00  |                     |
| Total Lease Cost(Aug - Jun)                      | \$ 31,837.30 |                     |
| <b>Total Estimated Lease Cost for FY 2024/25</b> |              | <b>\$ 34,647.30</b> |

### Estimated Additional Costs:

|  |           |                     |
|--|-----------|---------------------|
| Utility Cost per SQFT                              | \$ 0.12   |                     |
| Estimated Utility Costs per Month                  | \$ 168.60 |                     |
| Total Estimated Utility Cost(Jul - Jun)            |           | \$ 2,023.20         |
| <b>Total Estimated Utility Cost for FY 2024/25</b> |           | <b>\$ 2,023.20</b>  |
| FM Lease Management Fee as of 7/1/2023             | 4.86%     | \$ 1,683.86         |
| <b>TOTAL ESTIMATED COST FOR FY 2024/25</b>         |           | <b>\$ 38,354.36</b> |
| <b>TOTAL COUNTY COST</b>                           | <b>0%</b> | <b>\$ -</b>         |

# Exhibit C

**FY 2025/26 to 2027/28**  
**Transportation and Land Management**  
**30111 Technology Drive, Suite 140, Murrieta**

**ESTIMATED AMOUNTS**

|   |                        |                        |                    |
|---|------------------------|------------------------|--------------------|
| <b>Total Square Footage to be Leased:</b>                     | 1,405 SQFT             |                        |                    |
| Current Office:   |                        |                        |                    |
| Approximate Cost per SQFT(Jul)                                | FY 2025/26             | FY 2026/27             | FY 2027/28         |
| Approximate Cost per SQFT(Aug - Jun)                          | \$ 2.06 \$             | \$ 2.12 \$             | \$ 2.19            |
|   | \$ 2.12 \$             | \$ 2.19 \$             | -                  |
| Lease Cost per Month(Jul)                                     | 2,894.30 \$            | 2,981.13 \$            | 3,070.56           |
| Lease Cost per Month(Aug - Jun)                               | 2,981.13               | 3,070.56               |                    |
| Total Lease Cost(Jul)   | 2,894.30 \$            | 2,981.13 \$            | 3,070.56           |
| Total Lease Cost(Aug - Jun)                                   | \$ 32,792.42 \$        | \$ 33,776.19 \$        | -                  |
| <b>Total Estimated Lease Cost for FY 2025/26 to 2027/28</b>   | <b>\$ 35,686.72 \$</b> | <b>\$ 36,757.32 \$</b> | <b>\$ 3,070.56</b> |
| <b>Estimated Additional Costs:</b>                            |                        |                        |                    |
| Utility Cost per SQFT   | \$ 0.12 \$             | \$ 0.12 \$             | \$ 0.12            |
| Estimated Utility Costs per Month                             | \$ 168.60 \$           | \$ 168.60 \$           | \$ 168.60          |
| <b>Total Estimated Utility Cost for FY 2024/25 to 2027/28</b> | <b>\$ 2,023.20 \$</b>  | <b>\$ 2,023.20 \$</b>  | <b>\$ 168.60</b>   |
| FM Lease Management Fee as of 7/1/2023                        | \$ 1,734.37 \$         | \$ 1,786.41 \$         | \$ 149.23          |
| <b>TOTAL ESTIMATED COST FOR FY 2025/26 to 2027/28</b>         | <b>\$ 39,444.29 \$</b> | <b>\$ 40,566.93 \$</b> | <b>\$ 3,388.39</b> |

|                       |               |
|-----------------------|---------------|
| F11 Total Cost        | \$ 156,020.80 |
| F11 Total County Cost | \$ -          |
|                       | 0%            |

# Transportation & Land Management Agency

30111 Technology Drive, Suite 140, Murrieta, CA



## Legend

County Centerline Names



0 94 188 Feet

REPORT PRINTED ON... 7/20/2023 4:20:48 PM

© Riverside County GIS

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

## Notes

District - 3  
Location outlined in black  
APN: 957330015