

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



**ITEM: 3.15
(ID # 26013)**

MEETING DATE:
Tuesday, October 22, 2024

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE DIVISION (FM-RE) AND OFFICE OF ECONOMIC DEVELOPMENT: Approval of the Lease Agreement with Mohr Affinity LLC, a California limited liability company, Lake Elsinore, Environmental Quality Act Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 2. [Total Cost: \$349,744 (100% County Library Fund)] (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;
2. Approve the attached Lease between the County of Riverside, a political subdivision of the State of California, and Mohr Affinity LLC, a California limited liability company, 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 and the State Clearinghouse within five (5) working days of approval by the Board.

ACTION:Policy


Suzanne Holland, Director of Office of Economic Development

10/10/2024


Rose Salgado, Director of Facilities Management

10/10/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 Gutierrez
Nays: None
Absent: None
Date: October 22, 2024
xc: FM-RE, OED, Recorder/State Clearinghouse

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$110,290	\$159,636	\$349,744	\$0
NET COUNTY COST	\$110,290	\$159,636	\$349,744	\$0
SOURCE OF FUNDS: 100% County Library Fund			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The current Lake Elsinore Library building is experiencing a significant amount of health and structural issues, necessitating a temporary relocation until a new, permanent library is constructed. After an extensive search by Riverside County Facilities Management, a lease was secured for a temporary location at the Lake Elsinore Outlets, which will serve the community during this transition. This temporary site will provide essential library services, ensuring uninterrupted access for patrons while the new, modern facility is under development.

Recently, the City of Lake Elsinore was awarded a \$9.9 million grant from the State of California's Building Forward Library Facilities Improvement Program. This funding will significantly contribute to the construction of a new library to meet the needs of the growing community. Completion of the new library is anticipated by late 2026.

The temporary facility at the Lake Elsinore Outlets located at 17600 Collier Avenue, Suite 170, Lake Elsinore will be ready for occupancy soon after the lease is finalized. Planned improvements include the addition of a staff breakroom, study rooms, and new furniture and shelving. These upgrades are expected to be completed within three months of the lease approval, allowing the library to continue serving the community effectively during this interim period. This temporary move also addresses the urgent health and safety concerns associated with the current Lake Elsinore Library.

Pursuant to the California Environmental Quality Act (CEQA), the Lease Agreement was reviewed and determined to be categorically exempt from State CEQA Guidelines Section 15301, Class 1 – Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the Lease Agreement, is the letting of property involving existing facilities.

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

The Lease is summarized below:

Location: 17600 Collier Avenue, Suite 170
Lake Elsinore, CA

Lessor: Mohr Affinity, LLC
13457 Brook Drive
Baldwin Park, CA 91706

Size: 6,001 square feet

Term: Twenty-Seven (27) Months, commencing upon Board approval.

Rent: Months 1-3: \$1.50 per square foot
\$9,001.50 per month

Months 4-27: \$2.00 per square foot
\$12,002.00 per month

Custodial: County to provide

Utilities: County responsible for electric, trash, and telephone services.

Maintenance: County to provide maintenance to interior tenant improvements.
Landlord shall provide all other maintenance.

Tenant
Improvements: County to contract and complete

The Lease has been approved as to form by County Counsel.

Impact on Residents and Businesses

This temporary site will provide essential library services, ensuring uninterrupted access for patrons.

Additional Fiscal Information

See attached Financial Exhibits

OED has budget for FY 24/25 reimbursement to Facilities Management-Real Estate (FM-RE) for the total associated cost.

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

Contract History and Price Reasonableness

This is a 27-month Lease at competitive market lease rates.

ATTACHMENTS:

- Lease
- Form 11 Financial Exhibits
- Notice of Exemption
- Aerial Map




Stacy Orton 10/11/2024



Aaron Gettis, Chief of Deputy County Counsel 10/11/2024

County of Riverside
Facilities Management
3450 14th St, 2nd Floor, Riverside, CA

FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202401145 10/23/2024 09:11 AM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

September 20, 2024

Project Name: Approval of Temporary Library Lease Agreement with Mohr Affinity LLC, a California limited liability company, Lake Elsinore

Project Number: FM0411900448

Project Location: 17600 Collier Avenue, Suite 170, south of Nichols Road, Lake Elsinore, California, 92530, Assessor's Parcel Number (APN): 389-210-063

Description of Project: The current Lake Elsinore Library building is experiencing a significant amount of health and structural issues, necessitating a temporary relocation until a new, permanent library is constructed. After an extensive search by Riverside County Facilities Management, a lease was secured for a temporary location at the Lake Elsinore Outlets, which will serve the community during this transition. This temporary site will provide essential library services, ensuring uninterrupted access for patrons while the new, modern facility is under development.

Recently, the City of Lake Elsinore was awarded a \$9.9 million grant from the State of California's Building Forward Library Facilities Improvement Program. This funding will significantly contribute to the construction of a new library to meet the needs of the growing community. Completion of the new library is anticipated by late 2026.

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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), “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 Agreement, permitting continued use of an existing commercial building.

- **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 continued use of the existing commercial building. The temporary use of the existing building for a Library would require minor interior alterations to provide functionality for use as a library, which would include a staff breakroom, study rooms, and new furniture and shelving. The project would not substantially increase or expand the use of the sites; and is limited to temporary occupancy of the facility, which will result in the continued use of the site in a similar capacity. Therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The Lease Agreement is limited to the continued use of the existing facility which will not expand or increase the capacity or intensity of use of the site. The use and operation of the facilities 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 sites 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,
County of Riverside, Facilities Management

Date: 9-20-2024

Approval of Temporary Library Lease Agreement with Mohr Affinity LLC, a California limited liability company, Lake Elsinore

Summary

SCH Number

2024101003

Public Agency

Riverside County

Document Title

Approval of Temporary Library Lease Agreement with Mohr Affinity LLC, a California limited liability company, Lake Elsinore

Document Type

NOE - Notice of Exemption

Received

10/23/2024

Posted

10/23/2024

Document Description

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LEASE

County of Riverside

17600 Collier Avenue, Suite 170, Lake Elsinore, CA

MOHR AFFINITY LLC, a California limited liability company, herein called Lessor, leases to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, herein called County, the property described below under the following terms and conditions:

1. Description. The premises leased hereby consist of approximately 6,001 square feet located within that certain building located at 17600 Collier Avenue, Suite 170, Lake Elsinore, California, also identified as Assessor Parcel Number 389-210-068, as more particularly shown on Exhibit "A", attached hereto, and by this reference made a part of this Lease (the "Leased Premises").

2. Use.

(a) The Leased Premises are leased to County primarily for the purpose of providing office space, for use by its Office of Economic Development, Riverside County Library System.

(b) During the Term, County shall have the exclusive possession of the Leased Premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for other tenants and the public.

3. Term. The term of this Lease (the "Term") shall be for a period of twenty-seven (27) months commencing upon the mutual execution of this Lease (as evidenced by the date of the last party to sign this Lease). Landlord shall deliver possession of the Leased Premises upon mutual execution of this Lease.

OCT 22 2024

3.15

1 **4. Rent.** County shall pay to Lessor the monthly sums below as rent for the
2 Leased Premises.

<u>Amount:</u>	<u>Months</u>
\$9,001.50	1-3
\$12,002.00	4-27

3
4
5
6 The first month's rent is payable upon full execution of this Lease or as soon thereafter
7 as a warrant can be issued in the normal course of County's business. Rent for each
8 subsequent month shall be due and payable in advance, on the first day of each calendar
9 month. Any partial calendar month(s) at the beginning or end of the Term shall be
10 prorated based on the number of days in such month.

11 **5. Custodial.** County shall provide, or cause to be provided, and pay for all
12 custodial services in connection with the Leased Premises.

13 **6. Utilities.** County shall pay for all electric, trash and telephone services
14 used in connection with the Leased Premises. Lessor shall provide, or cause to be
15 provided, and pay for all other utility services, including, but not limited to, water, gas,
16 and sewer services, as may be reasonably required in the maintenance, operation and
17 use of the Leased Premises.

18 **7. Maintenance.** County expressly acknowledges and agrees that the
19 Leased Premises are accepted by County in its "AS-IS" condition; however, Lessor
20 warrants that the HVAC, electrical, plumbing, and mechanical systems will be in good
21 working order upon delivery of Leased Premises and are adequate for Leased Premises.
22 Lessor warrants the HVAC will be in good working order for the first six (6) months of the
23 Term; provided that such warranty shall not apply to any misuse or abuse of the HVAC
24 by the County. County to procure and maintain an HVAC maintenance agreement
25 throughout term and provide copy to Lessor. Lessor to maintain the roof structure and
26 structural integrity of the slab of the building within which the Lease Premises are located,
27 at Lessor's sole cost and expense, unless damage thereto is caused by County's
28 negligent or willful act or omission, in which event County shall promptly repair such

1 damage, at County's expense. County to maintain the interior of the Leased Premises,
2 plumbing, and electrical systems serving the Leased Premises at its sole cost and
3 expense.

4 **8. Improvements by Lessor.** County expressly acknowledges and agrees
5 that the Leased Premises are accepted by County in its "AS-IS" condition. Subject to
6 Paragraph 6 and 7 above, Lessor shall not be required to make any improvements to
7 the Leased Premises.

8 **9. Improvements by County.**

9 (a) Any alterations, improvements or installation of fixtures to be
10 undertaken by County shall have the prior written consent of Lessor after County has
11 submitted plans for any such proposed alterations, improvements or fixtures to Lessor
12 in writing. Such consent shall not be unreasonably withheld by Lessor.

13 (b) All alterations and improvements made, and fixtures installed, by
14 County shall remain County property and may be removed by County at or prior to the
15 expiration of this Lease; provided, however, that such removal does not cause injury or
16 damage to the Leased Premises, or in the event it does, the Leased Premises shall be
17 restored.

18 (c) County shall, at its own cost and expense, during the Term keep in
19 good order, condition and repair the Leased Premises and every part thereof, including
20 without limiting the generality of the foregoing, all plumbing, heating, air conditioning, and
21 ventilating systems, electrical and lighting facilities and equipment, fixtures, walls, wall
22 covering and paint, ceilings, floors, and floor coverings, windows, doors, plate glass, all
23 signs, locks and closing devices, entrances, and other facilities, including any
24 replacements thereof, and all replacements or additions required pursuant to applicable
25 laws, including without limitation, the Americans with Disabilities Act (42 USC
26 sections 12101 et seq).

27 **10. Indemnification and Hold Harmless.**

28

1 (a) Except as otherwise provided herein, County represents that it has
2 inspected the Leased Premises, accepts the condition and fully assumes any and all
3 risks incidental to the use thereof.

4 (b) County shall indemnify and defend Lessor and save it harmless
5 from and against any suits, actions, damages, claims, judgments, costs, liabilities, and
6 expenses in connection with loss of life, bodily or personal injury, property damage or
7 any other loss or damage (collectively hereinafter referred to as Losses) arising from, or
8 out of, any occurrence in, upon, at, or from the Leased Premises, or County's use and
9 occupancy of the Leased Premises, or occasioned wholly, or in part, by any act or
10 omission of County, its agents, contractors, employees, servants, licensees or
11 concessionaires. For the purposes of this paragraph, the Lessor shall include Lessor,
12 Athena Property Management, and their respective members, managers, directors,
13 officers, employees, agents and representatives.

14 (c) Except for any matter arising from any Losses resulting from, or
15 claimed to have resulted from, any negligent/willful act or omission of County or for any
16 other matter that is County's obligation or responsibility as set forth in this Lease, Lessor
17 shall indemnify and hold County harmless from and against all Losses to the extent
18 arising from: (i) an injury to person or property in the common areas of the building
19 encompassing the Leased Premises; and (ii) any grossly negligent/willful act or omission
20 of Lessor, its agents, contractors or employees. For the purposes of this paragraph, the
21 County shall include County of Riverside, its Agencies, Districts, Special Districts, and
22 Departments, their respective directors, its officers, Board of Supervisors, agents,
23 employees, elected or appointed officials, agents or representatives and independent
24 contractors.

25 (d) With respect to any action or claim subject to indemnification
26 herein by Lessor or County (as applicable, hereinafter referred to as the Indemnifying
27 Party), Indemnifying Party shall, at its sole cost, have the right to use counsel of its own
28 choice, but shall not have the right to adjust, settle, or compromise any such action or

1 claim without the prior consent of the indemnitee(s), which consent shall not be
2 unreasonably withheld.

3 (e) The Indemnifying Party's obligation hereunder shall be satisfied
4 when the Indemnifying Party's has provided to the indemnitee(s) the appropriate form of
5 dismissal relieving the Indemnitee from any liability for the action or claim involved.

6 (f) The specified insurance limits required in this Lease shall in no
7 way limit or circumscribe the Indemnifying Party's obligation to indemnify and hold
8 harmless the indemnitee(s) herein from third party claims.

9 **11. Insurance.**

10 (a) Without limiting or diminishing the County's obligation to indemnify
11 or hold the Lessor Indemnitees harmless, County shall procure and maintain or cause
12 to be maintained, at its sole cost and expense, the insurance coverages set forth in
13 Paragraph 11(c) during the term of this Lease. With respect to the insurance section
14 only, the Lessor, Athena Property Management, and their respective members,
15 managers, directors, officers, employees, agents and representatives shall be named as
16 Additional Insureds in County's insurance policies.

17 (b) Without limiting or diminishing the Lessor's obligation to indemnify
18 or hold the County harmless, Lessor shall procure and maintain or cause to be
19 maintained, at its sole cost and expense, the insurance coverages set forth in Paragraph
20 11(c) during the term of this Lease. With respect to the insurance section only, the
21 County, its Agencies, Districts, Special Districts, and Departments, their respective
22 directors, officers, Board of Supervisors, employees, elected or appointed officials,
23 agents and representatives shall be named as Additional Insureds.

24 (c) Lessor and County shall maintain, at a minimum, the following
25 insurance policies (also outlined in Exhibit B):

26 Workers' Compensation: If the insuring party has employees as defined by
27 the State of California, it shall procure and maintain Workers' Compensation Insurance,
28 in full compliance with the Workers' Compensation and Occupational Disease Laws of

1 all authorities having jurisdiction over the Property. Such policy shall include Employer's
2 Liability (Coverage B) and Occupational Disease coverage, with limits not less than One
3 Million Dollars (\$1,000,000) per person, per occurrence. Policy shall provide a Waiver of
4 Subrogation in favor of the County.

5 Commercial General Liability: Procure and maintain comprehensive
6 general liability insurance coverage. Policy shall also include fire and extended coverage
7 on the improvements, alterations and fixtures to be constructed and installed upon the
8 Leased Premises in an amount not less than the full replacement value of such
9 improvements, alterations and fixtures. Such insurance shall provide for limits of not less
10 than One Million Dollars (\$1,000,000) per occurrence. If such insurance contains a
11 general aggregate limit, it shall apply separately to this agreement or be no less than two
12 (2) times the occurrence limit.

13 Vehicle Liability: If vehicles or mobile equipment are used by Lessor or
14 County in the performance of the obligations under this Lease, then such party shall
15 maintain liability insurance for all owned, non-owned or hired vehicles so used in an
16 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance
17 contains a general aggregate limit, it shall apply separately to this agreement or be no
18 less than two (2) times the occurrence limit.

19 General Insurance Provisions - All lines:

20 1) Any insurance carrier providing insurance coverage hereunder shall be
21 admitted to the State of California and have an A M BEST rating of not less than A: VIII
22 (A:8) unless such requirements are waived, in writing, by the County Risk Manager or
23 Lessor, as applicable. If the Lessor or County's Risk Manager, as applicable, waives a
24 requirement for a particular insurer such waiver is only valid for that specific insurer and
25 only for one policy term.

26 2) County's insurance requirements contained in this Lease may be met with a
27 program(s) of self-insurance.
28

1 3) The insuring party shall cause its insurance carrier(s) to furnish the other party
2 with a properly executed Certificate(s) of Insurance and copies of Endorsements
3 effecting coverage as required herein. Further, said Certificate(s) and policies of
4 insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty
5 (30) days written notice shall be given to the other party prior to any material
6 modification, cancellation, expiration or reduction in coverage of such insurance. If the
7 insuring party's insurance carrier(s) policies does not meet the minimum notice
8 requirement found herein, the insuring party shall cause its insurance carrier(s) to
9 furnish a 30-day Notice of Cancellation Endorsement.

10 4) In the event of a material modification, cancellation, expiration, or reduction in
11 coverage, this Lease shall terminate forthwith, unless the other party receives, prior to
12 such effective date, another properly executed Certificate of Insurance and copies of
13 endorsements evidencing coverage's set forth herein and the insurance required herein
14 is in full force and effect. County shall not commence operations until the County has
15 been furnished Certificate(s) of Insurance and copies of endorsements. An individual
16 authorized by the insurance carrier to do so on its behalf shall sign the original
17 endorsements for each policy and the Certificate of Insurance.

18 5) Each party hereto agrees to notify the other party of any claim by a third party
19 or any incident or event that may give rise to a claim arising from the performance of
20 this Lease.

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

23 County:	Lessor:
24 County of Riverside	Mohr Affinity LLC
25 Department of Facilities Management	13457 Brooks Drive
26 Real Estate Division	Baldwin Park, CA 91706
27 3403 14 th Street, Suite 200	ATTN: Johnny Mohr
28 Riverside, California 92501	<u>and also to:</u>

1 Attn: Deputy Director of Real Estate Athena Property Management

2 Telephone: 951-955-4820 730 El Camino Way, Suite 200

3 Other Inquiries: FM-Leasing@rivco.org Tustin, CA 92780

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

6 **13. Quiet Enjoyment.** Lessor covenants that County shall at all times during
7 the term of this Lease peaceable and quietly have, hold and enjoy the use of the Leased
8 Premises so long as County shall fully and faithfully perform the terms and conditions
9 that it is required to do under this Lease.

10 **14. Binding on Successors.** The terms and conditions herein contained shall
11 apply to and bind the heirs, successors in interest, executors, administrators,
12 representatives and assigns of all the parties hereto.

13 **15. Severability.** The invalidity of any provision in the Lease as determined
14 by court of competent jurisdiction shall in no way affect the validity of any other provision
15 hereof.

16 **16. Venue.** Any action at law or in equity brought by either of the parties hereto
17 for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a
18 court of competent jurisdiction in the County of Riverside, State of California, and the
19 parties hereto waive all provisions of law providing for a change of venue in such
20 proceedings to any other county.

21 **17. Attorneys' Fees.** In the event of any litigation or arbitration between
22 Lessor and County to enforce any of the provisions of this Lease or any right of either
23 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the
24 successful party all costs and expenses, including reasonable attorneys' fees, incurred
25 therein by the successful party, all of which shall be included in and as a part of the
26 judgment rendered in such litigation or arbitration.

27 **18. Broker's Commission.** The parties recognize Kelly Murphy with CBRE,
28 Inc. as Lessor's broker. Lessor shall pay Lessor's broker per separate agreement.

1 County warrants that it has had no dealings with any real estate broker or agent in
2 connection with the negotiation of this Lease.

3 **19. County's Representative.** County hereby appoints the Director of the
4 Department of Facilities Management as its authorized representative to administer this
5 Lease.

6 **20. Entire Lease.** This Lease is intended by the parties hereto as a final
7 expression of their understanding with respect to the subject matter hereof and as a
8 complete and exclusive statement of the terms and conditions thereof and supersedes
9 any and all prior and contemporaneous leases, agreements and understandings, oral or
10 written, in connection therewith. This Lease may be changed or modified only upon the
11 written consent of the parties hereto.

12 **21. Interpretation.** The parties hereto have negotiated this Lease at arms
13 length with advice of their respective attorneys, and no provision contained herein shall
14 be construed against County solely because it prepared this Lease in its executed form.

15 **22. Electronic (Digital) Signatures.** This Agreement may be executed in any
16 number of counterparts, each of which will be an original, but all of which together will
17 constitute one instrument. Each party of this Agreement agrees to the use of electronic
18 signatures, such as digital signatures that meet the requirements of the California
19 Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17),
20 for executing this Agreement. The parties further agree that the electronic signatures of
21 the parties included in this Agreement are intended to authenticate this writing and to
22 have the same force and effect as manual signatures. Electronic signature means an
23 electronic sound, symbol, or process attached to or logically associated with an
24 electronic record and executed or adopted by a person with the intent to sign the
25 electronic record pursuant to the CUETA as amended from time to time. The CUETA
26 authorizes use of an electronic signature for transactions and contracts among parties
27 in California, including a government agency. Digital signature means an electronic
28 identifier, created by computer, intended by the party using it to have the same force and

1 effect as the use of a manual signature, and shall be reasonably relied upon by the
2 parties. For purposes of this section, a digital signature is a type of "electronic signature"
3 as defined in subdivision (i) of Section 1633.2 of the Civil Code.

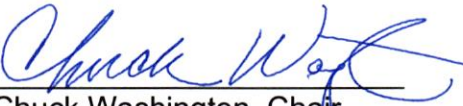
4 **23.** This Lease shall not be binding or consummated until its executed by both
5 parties.

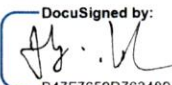
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1 IN WITNESS WHEREOF, the Parties have executed this lease as of the calendar
2 day and year written below.

3 **County:**
4 COUNTY OF RIVERSIDE, a political
5 subdivision of the State of California

Lessor:
MOHR AFFINITY LLC, a California
limited liability company

6 By: 
7 Chuck Washington, Chair
8 Board of Supervisors

By:  10/4/2024
B47F7659D763480...
Johnny Mohr

9 ATTEST:
10 Kimberly Rector
11 Clerk of the Board

12 By: 
13 Deputy

14 APPROVED AS TO FORM:
15 Minh C. Tran
16 County Counsel

17 By: 
18 Braden Holly
19 for Deputy County Counsel

OCT 22 2024 3.15

EXHIBIT A
SITE PLAN

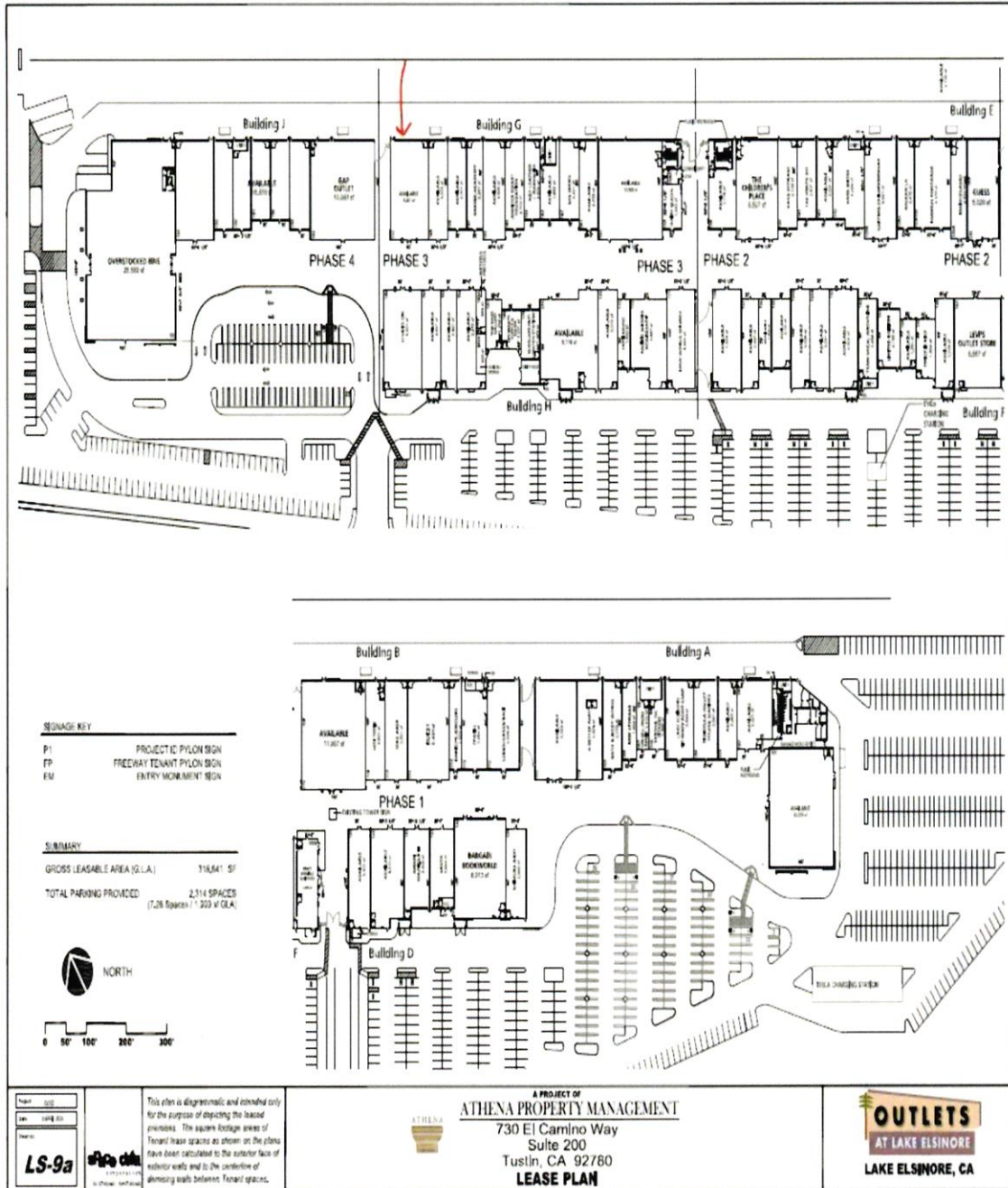


EXHIBIT B
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/01/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: LINE, TYPE OF INSURANCE, ADDED/DELETED, POLICY NUMBER, POLICY EFF. DATE, POLICY EXPIRATION DATE, LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Job Name or #; Contract #, and Location of Job
Additional Insured: Mohr Affinity, LLC / AKA Outlets at Lake Elsinore; Athena Management, Inc.; Owner, and its respective directors, Officers, employees, agents, patrons or customers
Additional Insured & Waiver of Subrogation endorsements for the General Liability (Per CG2010(10/01) or CG2037(10/01) or their equivalents), Additional Insured & Waiver of Subrogation endorsements for the Automobile Liability Coverage, and Waiver of Subrogation for the Workers Compensation coverages

CERTIFICATE HOLDER: Outlets at Lake Elsinore, c/o Athena Management, Inc., 17600 Collier Ave, Suite A100, Lake Elsinore, California 92530
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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EXHIBIT A

FY 2024/25

**Economic Development Office - Lake Elsinore Temporary Office
170600 Collier Avenue, Suite 170, Lake Elsinore, CA**

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

New Office:	6,001	SQFT	
Approximate Cost per SQFT (Jul-Sep)	\$	-	
Approximate Cost per SQFT (Oct-Dec)	\$	1.50	
Approximate Cost per SQFT (Jan-Jun)	\$	2.00	
Lease Cost per Month (Jul-Sep)	\$	-	
Lease Cost per Month (Oct-Dec)	\$	9,001.50	
Lease Cost per Month (Jan-Jun)	\$	12,002.00	
Total Lease Cost (Jul-Sep)	\$	-	
Total Lease Cost (Oct-Dec)	\$	27,004.50	
Total Lease Cost (Jan-Jun)	\$	72,012.00	
Total Estimated Lease Cost for FY 2024/25	\$	99,016.50	

Estimated Additional Costs:

Utility Cost per SQFT	\$	0.12	
Estimated Utility Cost per Month		<u>\$ 720.12</u>	
Total Estimated Utility Cost (Jul-Sep)	\$	-	
Total Estimated Utility Cost (Oct-Dec)	\$	2,160.36	
Total Estimated Utility Cost (Jan-Jun)	\$	4,320.72	
Total Estimated Utility Cost for FY 2024/25	\$	6,481.08	
FM Lease Management Fee as of 7/1/2024	4.84%	<u>\$ 4,792.40</u>	
TOTAL ESTIMATED COST FOR FY 2024/25		\$ 110,289.98	
TOTAL COUNTY COST	100%	\$ 110,289.98	

EXHIBIT B

FY 2025/26

**Economic Development Office - Lake Elsinore Temporary Office
170600 Collier Avenue, Suite 170, Lake Elsinore, CA**

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

New Office:	6,001	SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$	2.00	
Lease Cost per Month (Jul-Jun)		\$	12,002.00
Total Lease Cost (Jul-Jun)			<u>\$ 144,024.00</u>
Total Estimated Lease Cost for FY 2025/26			\$ 144,024.00

Estimated Additional Costs:

Utility Cost per SQFT	\$	0.12	
Estimated Utility Cost per Month		\$	<u>720.12</u>
Total Estimated Utility Cost (Jul-Jun)			<u>\$ 8,641.44</u>
Total Estimated Utility Cost for FY 2025/26			\$ 8,641.44
FM Lease Management Fee as of 7/1/2024		4.84%	<u>\$ 6,970.76</u>
TOTAL ESTIMATED COST FOR FY 2025/26			\$ 159,636.20
TOTAL COUNTY COST		100%	\$ 159,636.20

EXHIBIT C

FY 2026/27

**Economic Development Office - Lake Elsinore Temporary Office
170600 Collier Avenue, Suite 170, Lake Elsinore, CA**

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

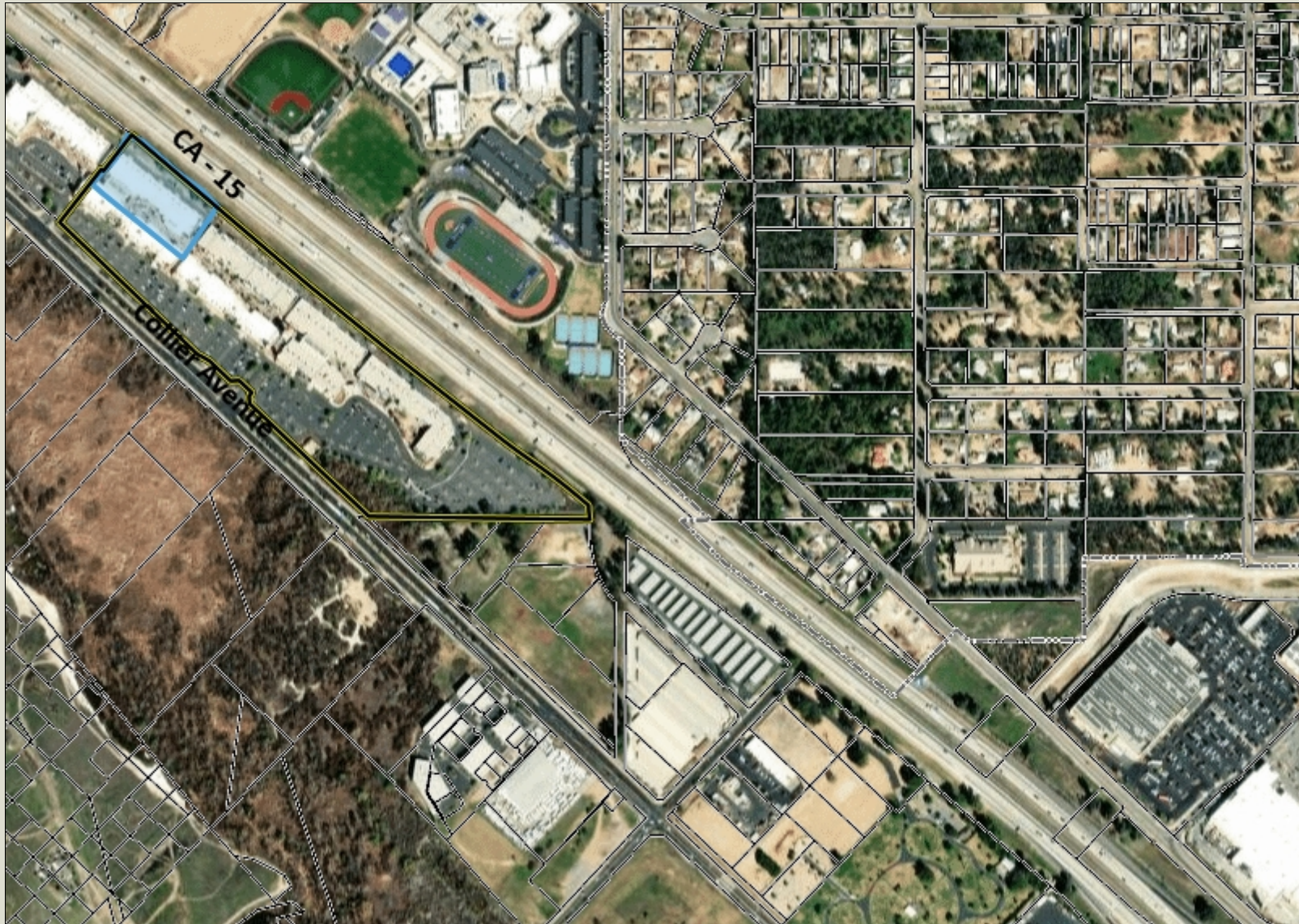
New Office:	6,001	SQFT	
Approximate Cost per SQFT (Jul-Dec)	\$	2.00	
Approximate Cost per SQFT (Jan-Jun)	\$	-	
Lease Cost per Month (Jul-Dec)		\$	12,002.00
Lease Cost per Month (Jan-Jun)		\$	-
Total Lease Cost (Jul-Dec)		\$	72,012.00
Total Lease Cost (Jan-Jun)		\$	-
Total Estimated Lease Cost for FY 2026/27		\$	72,012.00

Estimated Additional Costs:

Utility Cost per SQFT	\$	0.12	
Estimated Utility Cost per Month		\$	720.12
Total Estimated Utility Cost (Jul-Dec)		\$	4,320.72
Total Estimated Utility Cost (Jan-Jun)		\$	-
Total Estimated Utility Cost for FY 2026/27		\$	4,320.72
FM Lease Management Fee as of 7/1/2024	4.84%	\$	3,485.38
TOTAL ESTIMATED COST FOR FY 2026/27		\$	79,818.10
F11 Total Cost		\$	349,744.28
F11 Total County Cost	100%	\$	349,744.28

OFFICE OF ECONOMIC DEVELOPMENT

Temporary Lake Elsinore Library - 17600 Collier Avenue, Suite 170, Lake Elsinore, CA 92530



Legend

- County Boundary
- City Boundaries
- Parcels, County



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 2
Leased area outlined in blue
APN 389-210-068

0 752 1,505 Feet

REPORT PRINTED ON... 10/4/2024 7:15:24 AM

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