



# Revision to ASR and/or Exhibits/Attachments

Bd 4/5/07  
# 46

Date: 05-25-07

To: Darlene J. Bloom, Clerk of the Board of Supervisors

CC: County Executive Office

From: Lisa Bohan-Johnston (on behalf of Tony Rackauckas)

RE: Agenda Item(s) # 36 CONTINUED at 05-22-07 Board Meeting to the 06-05-07 Board Mtg.

ASR Control #(s): 07-001205

Subject: Revision to ASR and Attachment (corrected versions attached)

## Explanation:

Attached are corrected Agenda Staff Report and Attachment incorporating corrections of typographical errors and clarifications. Changes do not impact lease document or overall annual cost.

Revised Recommended Action(s)

1. Revised to read, "Find that the proposed project is Categorical Exempt (Class 1) from the provisions of CEQA per Section 15301 of the CEQA guidelines."

Make modifications to the:

Subject       Background Information       Summary

Attached ASR replaces original

Revised Exhibits/Attachments (attached)

Attached replaces original

Additional Information and/or Correspondence (attached)

07 MAY 25 PM 3:16  
COUNTY OF ORANGE  
PLANNING AND  
COMMUNITY DEVELOPMENT  
DEPARTMENT

DA-06-007  
District Attorney/Broadway, Santa Ana

## **LEASE SUMMARY**

### **LESSOR**

900 N. Broadway, Limited Partnership.

### **COUNTY**

County of Orange

### **LOCATION**

900 N. Broadway, 1<sup>st</sup> Floor, Santa Ana

### **PREMISES**

10,723 rentable square feet of office space on 1st floor of a six-story building.

### **PARKING**

Thirty - five (35) exclusive parking spaces

### **TERM**

The term of this Lease shall be ten (10) years, effective upon the completion of the tenant improvements and acceptance of the space by the County.

### **OPTION TO TERMINATE**

COUNTY or LESSOR shall each have the option to terminate this Lease at any time after the fifth year of the lease by providing LESSOR with ninety (90) days prior written notice. COUNTY shall reimbursement Lessor for unamortized cost of tenant improvements and commission paid to County.

DA-06-007  
District Attorney/Broadway, Santa Ana

**RENT**

<u>Months</u>	<u>Monthly Rental</u>	<u>Annual Rent</u>	<u>PSF/Month</u>
1-13	\$17,227	\$206,724	\$1.61
14-24	\$17,703	\$212,436	\$1.65
25-36	\$18,178	\$218,136	\$1.70
37-48	\$18,653	\$223,836	\$1.74
49-60	\$19,128	\$229,536	\$1.78
61-72	\$19,604	\$235,248	\$1.83
73-84	\$20,079	\$240,948	\$1.87
85-96	\$20,554	\$246,648	\$1.92
97-108	\$21,029	\$252,348	\$1.96
109-120	\$21,505	\$258,060	\$2.01

**TENANT IMPROVEMENTS**

LESSOR has agreed to construct approximately \$473,207 in tenant improvements and install and supply the office and modular furniture approximately \$158,965.80 for a total of \$632,172 (\$59 s.f.). The COUNTY shall reimburse the LESSOR for a portion of the tenant improvements and a full reimbursement for office and modular furniture in one lump sum totaling \$449,022.95 upon completion and acceptance of the tenant improvements.

**INSURANCE**

LESSOR shall maintain property/fire insurance for the full value of the improvements located on the Premises: policy shall include a waiver of subrogation against County. Lessor to maintain a liability policy covering an injury within the Premises and Lessor's building.

**SERVICES PROVIDED BY LESSOR**

Interior and exterior maintenance  
Janitorial services on a 1-day per week basis  
Utilities, including electric, water and gas  
Trash & Water Services  
Taxes  
Fire and liability insurance  
Building Landscape  
Management Services

**SERVICES PROVIDED BY COUNTY**

DA-06-007  
District Attorney/Broadway, Santa Ana

None.

**Carpet and Painting**

Lessor shall recarpet and repaint the Premises within sixty days of the commencement of the fifth year of the Lease term.

**COMMISSION**

LESSOR shall pay County a commission on \$28,133.96 to County upon acceptance of the tenant improvements and the occupancy of the Premises.

**HOLDOVER**

County has the right to holdover after the term of this Lease on a month-to-month basis.