

**SUBMITTAL TO THE BOARD OF DIRECTORS
OF THE REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

806 C



FROM: Redevelopment Agency

SUBMITTAL DATE:

May 13, 2010

SUBJECT: Public Hearing and approval of the New Sublease Agreement between Redevelopment Agency for the County of Riverside and the County of Riverside - 2nd District

RECOMMENDED MOTION: That the Board of Directors:

1. Conduct a public hearing pursuant to Section 33431 of the Health and Safety Code;
2. Adopt RDA Resolution No. 2010-018, Approval of the Sublease Agreement between Redevelopment Agency for the County of Riverside and the County of Riverside;
3. Approve the Sublease Agreement between the Redevelopment Agency for the County of Riverside (Agency) and the County of Riverside (County) and authorize the Chairman to execute said Sublease Agreement; and

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$2,293,575	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Redevelopment Agency funds to be reimbursed by the Economic Development Agency	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE.

BY:

Jennifer L. Sargent

County Executive Office Signature Jennifer L. Sargent

Reviewed by
 CHIP/EAM
 Christopher Hans
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Michelle Clack*
 DATE: 5/5/10
 MICHELLE CLACK

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 4.5 and 3.19 of 12/22/09

District: 2

Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

4.1

RECOMMENDED MOTION: (Continued)

4. Authorize the Executive Director of the Redevelopment Agency or designee to execute and take all necessary steps to implement the Sublease Agreement including signing subsequent, necessary related documents to complete this transaction.

BACKGROUND:

The Redevelopment Agency of the County of Riverside was previously located at 1325 Spruce Street, Riverside, where they leased office space from a private landlord. With the merger of the Economic Development Agency (EDA) and the Department of Facilities Management, it has been deemed efficient to relocate and consolidate these groups including the Redevelopment Agency (RDA), EDA Management, Design and Construction, Real Estate Division, and other related divisions into office space at Riverside Centre, a County owned facility, located at 3403 Tenth Street, Riverside. This Sublease Agreement provides for County's Economic Development Agency to sublease space from RDA to house various divisions within EDA and reimburse the Redevelopment Agency for this space. In the event County terminates this Sublease, County shall pay any amortized balance due through the end of the term pursuant to the Sublease Agreement terms

SubLessor:	Redevelopment Agency
Location:	3403 Tenth Street, Floors 4 and 5, a portion of Floor 3, Suite 630 3499 Tenth Street, Suite 100 Riverside, California
Size:	53,806 square feet
Term:	December 1, 2009 through November 30, 2014
Rent:	\$2.35 per square foot or \$126,444.00 per month
Parking:	221 parking spaces available for staff at the established monthly rate.
Utilities:	Provided by County
Maintenance:	Provided by County
Custodial:	Provided by County
Improvements:	\$3,600,000 payable at \$64,687.29 per month throughout the term of the Sublease.

Redevelopment Agency
Public Hearing and approval of the New Sublease Agreement between Redevelopment Agency
for the County of Riverside and the County of Riverside - 2nd District
May 13, 2010
Page 3

BACKGROUND: (Continued)

RCIT Costs: None

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

Through this Sublease Agreement EDA shall reimburse RDA for rent and tenant improvements.

1 **BOARD OF DIRECTORS**

REDEVELOPMENT AGENCY

2
3 **RESOLUTION NO. 2010-018**
4 **APPROVAL OF SUBLEASE BETWEEN THE REDEVELOPMENT AGENCY FOR**
5 **THE COUNTY OF RIVERSIDE AND THE COUNTY OF RIVERSIDE**

6 **WHEREAS**, the Redevelopment Agency for the County of Riverside (the
7 "Agency") is a redevelopment agency duly created, established and authorized to
8 transact business and exercise its powers, all under and pursuant to the provisions of
9 the Community Redevelopment Law which is Part 1 of Division 24 of the California
10 Health and Safety Code (commencing with Section 33000 et seq.); and

11 **WHEREAS**, pursuant to Health and Safety Code Section 33120 et seq., as part
12 of its general powers, the Agency may make and execute contracts and other
13 instruments necessary to the exercise of its powers and may rent office space,
14 equipment and supplies; and

15 **WHEREAS**, the Agency has leased certain premises located at 3403 Tenth
16 Street, Riverside, California, from the County of Riverside ("County") for the Agency's
17 use as office space to conduct work activities needed to support redevelopment
18 activities; and

19 **WHEREAS**, Agency desires to sublease a portion of the premises to the County,
20 through its Economic Development Agency, for office space to be used to support
21 economic development activities pursuant to the terms of the attached sublease
22 agreement.

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FORM APPROVED COUNTY COUNSEL
BY:  DATE 5/5/10
MICHELLE CLACK

1 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the
2 Board of Directors of the Redevelopment Agency for the County of Riverside, State of
3 California, in regular session assembled on May 25, 2010, as follows:

4 1. That the Board of Directors hereby finds and declares that the above
5 recitals are true and correct.

6 2. That the Redevelopment Agency for the County of Riverside is authorized
7 to sublease the premises as defined in the attached sublease agreement, which is
8 incorporated herein by reference, to the County of Riverside.

9 3. That the sublease between the Agency and the County is hereby
10 approved and the Chairman of the Board of Directors is authorized to execute the
11 sublease agreement,

12 4. That the Executive Director of the Redevelopment Agency or designee is
13 hereby authorized to take necessary steps to complete this transaction including
14 executing subsequent relevant and necessary documents.

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SUBLEASE AGREEMENT
(Redevelopment Agency for the County of Riverside
3403 Tenth Street, Suite 500, Riverside, California)

This Sublease Agreement is entered into by and between The Redevelopment Agency for the County of Riverside, a public body corporate politic in the State of California, herein called "Agency," and the County of Riverside, by and through the Economic Development Agency, herein called "Sublessee."

Recitals

WHEREAS, Agency holds a leasehold interest, as Lessee, under that certain Lease Agreement between the County of Riverside and the Redevelopment Agency of for the County of Riverside, (herein defined as the "Master Lease") dated December 22, 2009, pertaining to the property described below.

WHEREAS, the said Master Lease allows the Agency to sublease the premises with the written consent of County,

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree to the following terms and conditions.

1. Description. The area leased (herein defined as the "Premises") hereby includes floors four, five, and a portion of floor three, known as Suite 300, as well as Suite 630, of the office building known as Riverside Centre, located at 3403 Tenth Street, Riverside, California, and 3499 Tenth Street, Suite 100, Riverside, California, the total of which consists of approximately fifty three thousand eight hundred six (53,806) rentable square feet of office space with two hundred twenty one (221) unreserved parking spaces and one (1) reserved parking space, as more particularly depicted on Exhibit "A," attached and by this reference made a part of this Lease. It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for Lessee, its employees and invitees.

2. Use.

(a) The premises are leased to Sublessee for the purpose of providing office space for the divisions of Sublessee which provide support for overall Riverside County Redevelopment and Economic Development activities throughout the County.

(b) Sublessee shall have the use of the subleased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by County for Lessee and the public.

(c) The subleased premises shall not be used for any other purpose without first obtaining the written consent of Agency, which consent shall be in the absolute discretion of Agency.

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1 3. Term.

2 (a) The Term of this Sublease shall be for a period of Five (5) Years,
3 commencing December 1, 2009, and expiring November 30, 2014.

4 (b) Any holding over by Sublessee after the expiration of said term shall be
5 deemed a month-to-month tenancy upon the same terms and conditions of this Sublease.

6 4. Monthly Rent.

7 (a) Office Space. Sublessee shall pay the sum of One Hundred Twenty Six
8 Thousand Four Hundred Forty Four Dollars (\$126,444) per month (\$2.35 per square foot) to
9 Agency as rent for the subleased premises, payable, in advance, on the first day of the month.
10 In the event Sublessee cannot take useful occupancy of the subleased premises until after the
11 first day of the month, the rentals for the first and last month shall be pro-rated on a thirty (30)
12 day calendar basis, payable on the date of occupancy for the first month and on the first day of
13 the last month. The monthly rent for the premises shall be increased by three percent (3%)
14 annually during the term of this sublease.

15 (b) Parking Spaces. Sublessee shall pay the standard parking rates for
16 two hundred twenty one (221) unreserved parking spaces and one (1) reserved parking space.

17 5. Tenant Improvement Amortization. In addition to the monthly rent, Sublessee
18 shall reimburse the Agency for the Tenant Improvements, furnishings and equipment, to the
19 premises. The cost of the Tenant Improvements is Three Million Six Hundred Thousand
20 Dollars (\$3,600,000). The cost of the Tenant Improvements shall be repaid to Agency with
21 3% interest, amortized over the five year lease and paid by Sublessee monthly to Agency,
22 based upon the Tenant Improvement Amortization Schedule attached to this Sublease and
23 designated Exhibit "B." Sublessee shall pay to Agency Sixty Four Thousand Six Hundred
24 Eighty Seven Dollars (\$64,687) per month on the first day of each and every month as set
25 forth in Exhibit "B" and simultaneous to the payment of the Monthly Rent in this sublease. In
the event the lease is terminated prior to the expiration date, Sublessee shall pay-off any
unamortized tenant improvement balance based upon the month and year of termination and
as set forth in Exhibit "B."

6. Option to Extend Term. Agency grants to Sublessee two (2) options to
extend the Lease term ("Extension Option"). The Extension Options shall be for a period of two
(2) years ("Extended Term") each, subject to the conditions described in this Section. The
Extension Options shall be exercised by Sublessee delivering to County written notice to
thereof no later than one hundred eighty (180) days prior to the expiration of the Original Term
or any extension thereof. The rent payable by Sublessee during any Extended Term shall be
three percent (3%) greater than the rent for the previous year. All other terms and conditions
of this Lease as they apply shall remain the same.

7. Custodial Services. County under the terms of the Master Lease is providing
custodial services in connection with the subleased premises and such costs are included in
the monthly rent.

1 8. Utilities. County under the terms of the Master Lease is providing, at County's
2 expense, electricity, gas, trash and water as may be required in the use and maintenance of
3 the leased premises. Sublessee shall provide or cause to be provided at Sublessee's expense
any other utility services required, including but not limited to telephone, internet connections,
and other computer/data requirements, if any.

4 9. Maintenance. County under the Master Lease is maintaining the interior and
5 exterior of the subleased premises in good working order and repair.

6 10. Furniture, Furnishings and Equipment.

7 (a) It is understood and agreed to by the parties hereto that the subleased
8 premises are unfurnished, with the requisite furniture included in the tenant improvements
9 below, and Sublessee, at Sublessee's expense, is responsible for providing any and all
10 additional furniture, furnishings, equipment, office supplies that it may require in connection with
11 its use of the subleased premises.

12 (b) At or prior to the termination of this Sublease, Sublessee shall remove, or
13 cause to be removed from the subleased premises all furniture, furnishings, equipment and
14 office supplies paid for by or belonging to Sublessee, and in the event such removal damages
15 the premises, Sublessee, at Sublessee's expense, shall restore the subleased premises.

16 11. Signs. Sublessee shall not erect, maintain or display any signs or other forms of
17 advertising upon the subleased premises without first obtaining the written approval of Agency,
18 which approval shall not be unreasonably withheld.

19 12. Improvements by Sublessee. Any alterations, improvements or installation of
20 fixtures to be undertaken by Sublessee shall have the prior written consent of Agency. Such
21 consent shall not be unreasonably withheld by Agency.

22 13. Rights of Agency. Agency, through its authorized representatives, shall have
23 the right to enter the subleased premises for the purpose of inspecting, monitoring and
24 evaluating the obligations of Sublessee hereunder and for the purpose of doing any and all
25 things which it is obligated and has a right to under this Sublease.

 14. Compliance with Government Regulations. Sublessee shall, at its expense,
comply with the requirements of all local, state and federal statutes, regulations, rules,
ordinances and orders now in force or which may be hereafter in force, pertaining to the
subleased premises. The final judgment, decree or order of any court of competent jurisdiction,
or the admission of Sublessee in any action or proceedings against Sublessee, whether
Sublessee is a party thereto or not, that Sublessee has violated any such statutes, regulations,
rules, ordinances or orders, in the use of the subleased premises, shall be conclusive of that
fact as between Agency and Sublessee.

 15. Termination by Agency. Agency shall have the right to terminate this Sublease
forthwith:

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

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

3 (c) In the event of abandonment of the subleased premises by Sublessee.

4 (d) In the event Sublessee fails or refuses to perform, keep or observe any
5 of Sublessee's duties or obligations hereunder; provided, however, that Sublessee shall have
6 thirty (30) days in which to correct Sublessee's breach or default after written notice thereof has
7 been served on Sublessee by Agency.

8 (e) Agency shall have the right to terminate this Sublease with ninety (90)
9 days' advance written notice to Sublessee in the event that funding from county, state, or
10 federal sources is reduced or eliminated.

11 (f) Agency shall have the right to terminate this Sublease by giving
12 Sublessee thirty (30) days' written notice.

13 16. Insurance. Sublessee shall during the term of this Sublease:

14 (a) Procure and maintain Workers' Compensation Insurance as prescribed
15 by the laws of the State of California.

16 (b) Procure and maintain comprehensive general liability, and professional
17 and malpractice liability insurance coverage that shall protect Sublessee from claims for
18 damages for personal injury, including, but not limited to, accidental and wrongful death, as well
19 as from claims for property damage, which may arise from Sublessee's use of the subleased
20 premises or the performance of its obligations hereunder, whether such use or performance be
21 by Sublessee, by any subcontractor, or by anyone employed directly or indirectly by either of
22 them. Such insurance shall name County as an Additional Insured with respect to this
23 Sublease and the obligations of Sublessee hereunder. Such insurance shall provide for limits
24 of not less than One Million Dollars (\$1,000,000.00) per occurrence.

25 (c) Cause its insurance carriers to furnish Agency by direct mail with
certificate(s) of Insurance showing that such insurance is in full force and effect, and that
Agency is named as an Additional Insured with respect to this Sublease and the obligations of
Sublessee hereunder. Further, said Certificate(s) shall contain the covenant of the insurance
carrier(s) that thirty (30) days' written notice shall be given to Agency prior to modification,
cancellation or reduction in coverage of such insurance. In the event of any such modifications,
cancellation or reduction in coverage and on the effective date thereof, Agency shall have the
right to cancel this Sublease with thirty (30) days' advanced notice in writing to Sublessee,
unless Agency receives prior to such effective date another certificate from an insurance carrier
of Sublessee's choice that the insurance required herein is in full force and effect. Sublessee
shall not take possession or otherwise use the subleased premises until Agency has been
furnished Certificate(s) of Insurance as otherwise required in this Paragraph 16.

17 17. Hold Harmless.

18 (a) Sublessee represents that it has inspected the subleased premises,
19 accepts the condition thereof, and fully assumes any and all risks incidental to the use thereof.
20 Agency shall not be liable to Sublessee, its officers, agents, employees, subcontractors or
21

1 independent contractors for any personal injury or property damage suffered by them which
2 may result from hidden, latent or other dangerous conditions in, on, upon or within the
3 subleased premises; provided however, that such dangerous conditions are not caused by the
4 sole negligence of Agency, its officers, agents or employees.

5 (b) Sublessee shall indemnify and hold Agency, its officers, agents,
6 employees and independent contractors free and harmless from any liability whatsoever, based
7 or asserted upon any act or omission of Sublessee, its officers, agents, employees,
8 subcontractors, and independent contractors, for property damage, bodily injury or death
9 (Sublessee's employees included) or any other element of damage of any kind or nature,
10 relating to or in anywise connected with or arising from its use and responsibilities in connection
11 therewith of the subleased premises or the condition thereof, and Sublessee shall defend, at its
12 expense, including without limitation attorney fees, expert fees, and investigation expenses,
13 Agency, its officers, agents, employees and independent contractors in any legal action based
14 upon such alleged acts or omissions. The obligations to indemnify and hold Agency free and
15 harmless herein shall survive until any and all claims, actions or omissions are fully and finally
16 barred by the applicable statute of limitations.

17 (c) The specified insurance limits required in Paragraph 16 above shall in no
18 way limit or circumscribe Sublessee's obligations to indemnify and hold Agency free and
19 harmless herein.

20 18. Assignment. Sublessee cannot assign, sublet, mortgage, hypothecate or
21 otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person
22 or entity without the written consent of Agency being first obtained, which consent shall be in
23 the absolute discretion of Agency. In the event of any such transfer, as provided in this
24 Paragraph 18, Sublessee expressly understands and agrees that it shall remain liable with
25 respect to any and all of the obligations and duties contained in this Sublease.

19. Toxic Materials. During the term of this Sublease and any extensions thereof,
20 Sublessee shall not violate any federal, state or local law, ordinance or regulation, relating to
21 industrial hygiene or to the environmental condition on, under or about the subleased premises,
22 including, but not limited to, soil and groundwater conditions. Further, Sublessee, its
23 successors, assigns and Sublessees, shall not use, generate, manufacture, produce, store or
24 dispose of on, under or about the subleased premises or transport to or from the subleased
25 premises any petroleum products, flammable explosives, asbestos, radioactive materials,
hazardous wastes, toxic substances or related injurious materials, whether injurious by
themselves or in combination with other materials, (collectively, "hazardous materials"). For the
purpose of this Sublease, hazardous materials shall include, but not be limited to, substances
defined as "hazardous substances", hazardous materials", or "toxic substances" in the
comprehensive Environmental Response, Compensation and Liability Act of 1980, as
amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49
U.S.C. Section 1801, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C.
Section 6901, et seq.; and those substances defined as "hazardous wastes" in Sections 25115
and 25117 of the California Health and Safety Code or as "hazardous substances" in Sections
25316 and 25501 of the California Health and Safety Code; and in the regulations adopted in
publications promulgated pursuant to said laws.

1 20. Free from Liens. Sublessee shall pay, when due, all sums of money that may
2 become due for any labor, services, material, supplies, or equipment, alleged to have been
3 furnished or to be furnished to Sublessee, in, upon, or about the subleased premises, and
4 which may be secured by a mechanics', materialman's or other lien against the subleased
5 premises or Agency's interest therein, and will cause each such lien to be fully discharged and
6 released at the time the performance of any obligation secured by such lien matures or
becomes due; provided, however, that if Sublessee desires to contest any such lien, it may do
so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and
such judgment or such process as may be issued for the enforcement thereof is not promptly
stayed, or if so stayed, and said stay thereafter expires, then and in such event, Sublessee
shall forthwith pay and discharge said judgment.

7 21. Employees and Agents of Sublessee. It is understood and agreed that all
8 persons hired or engaged by Sublessee shall be considered to be employees or agents of
Sublessee and not of Agency.

9 22. Binding on Successors. Sublessee, its assigns and successors in interest, shall
10 be bound by all the terms and conditions contained in this Sublease, and all of the parties
thereto shall be jointly and severally liable hereunder.

11 23. Waiver of Performance. No waiver by Agency at any time of any of the terms
12 and conditions of this Sublease shall be deemed or construed as a waiver at any time
13 thereafter of the same or of any other terms and conditions contained herein or of the strict and
timely performance of such terms and conditions.

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

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

18 26. Attorneys' Fees. In the event of any litigation or arbitration between Sublessee
19 and Agency to enforce any of the provisions of this Sublease or any right of either party hereto,
the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all
20 costs and expenses, including reasonable attorneys' fees, incurred therein by the successful
party, all of which shall be included in and as a part of the judgment or award rendered in such
litigations or arbitration.

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

23 Agency:
24 Redevelopment Agency
3403 Tenth Street, Suite 500
25 Riverside, CA 92501

Sublessee:
County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 500
Riverside, CA 92501

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

1 28. Permits, Licenses and Taxes. Sublessee shall secure at its expense, all
2 necessary permits and licenses as it may be required to obtain, and Sublessee shall pay for all
3 fees and taxes levied or required by any authorized public entity. Sublessee recognizes and
4 understands that this Sublease may create a possessory interest subject to property
5 taxation and that Sublessee may be subject to the payment of property taxes levied on such
6 interest.

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

10 30. Agency's Representative. Agency hereby appoints the Executive Director as its
11 authorized representative to administer this Sublease.

12 31. Agent for Service of Process. It is expressly understood and agreed that in the
13 event Sublessee is not a resident of the State of California or it is an association or partnership
14 without a member or partner resident of the State of California or it is a foreign corporation,
15 then in any such event, Sublessee shall file with the County's Executive Director, upon its
16 execution hereof, a designation of a natural person residing in the State of California, giving his
17 or her name, residence and business addresses, as its agent for the purpose of service of
18 process in any court action arising out of or based upon this Sublease, and the delivery to such
19 agent of a copy of any process in any such action shall constitute valid service upon
20 Sublessee. It is further expressly understood and agreed that Sublessee is amenable to the
21 process so served, submits to the jurisdiction of the court so obtained and waives any and all
22 objections and protests thereto.

23 32. Entire Sublease. This Sublease is intended by the parties hereto as a final
24 expression of their understanding with respect to the subject matter hereof and as a complete
25 and exclusive statement of the terms and conditions thereof and supersedes any and all prior
and contemporaneous leases, agreements, and understandings, oral or written, in connection
therewith. This Sublease may be changed or modified only upon the written consent of the
parties hereto.

 33. Subject to Master Lease. Sublessee expressly understands and agrees that this
Sublease is subject to, and bound by, the terms and conditions set forth in the Master Lease as
herein defined, and Sublessee agrees to abide by said Master Lease.

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

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35. Approval of County Supervisors. Anything to the contrary notwithstanding, this lease shall not be binding or effective until its approval and execution by the Chairman of the Riverside County Board of Supervisors.

Dated: _____

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By: _____
Marion Ashley, Chairman
Board of Directors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

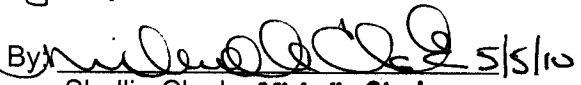
COUNTY OF RIVERSIDE

By: _____
Deputy

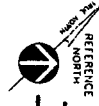
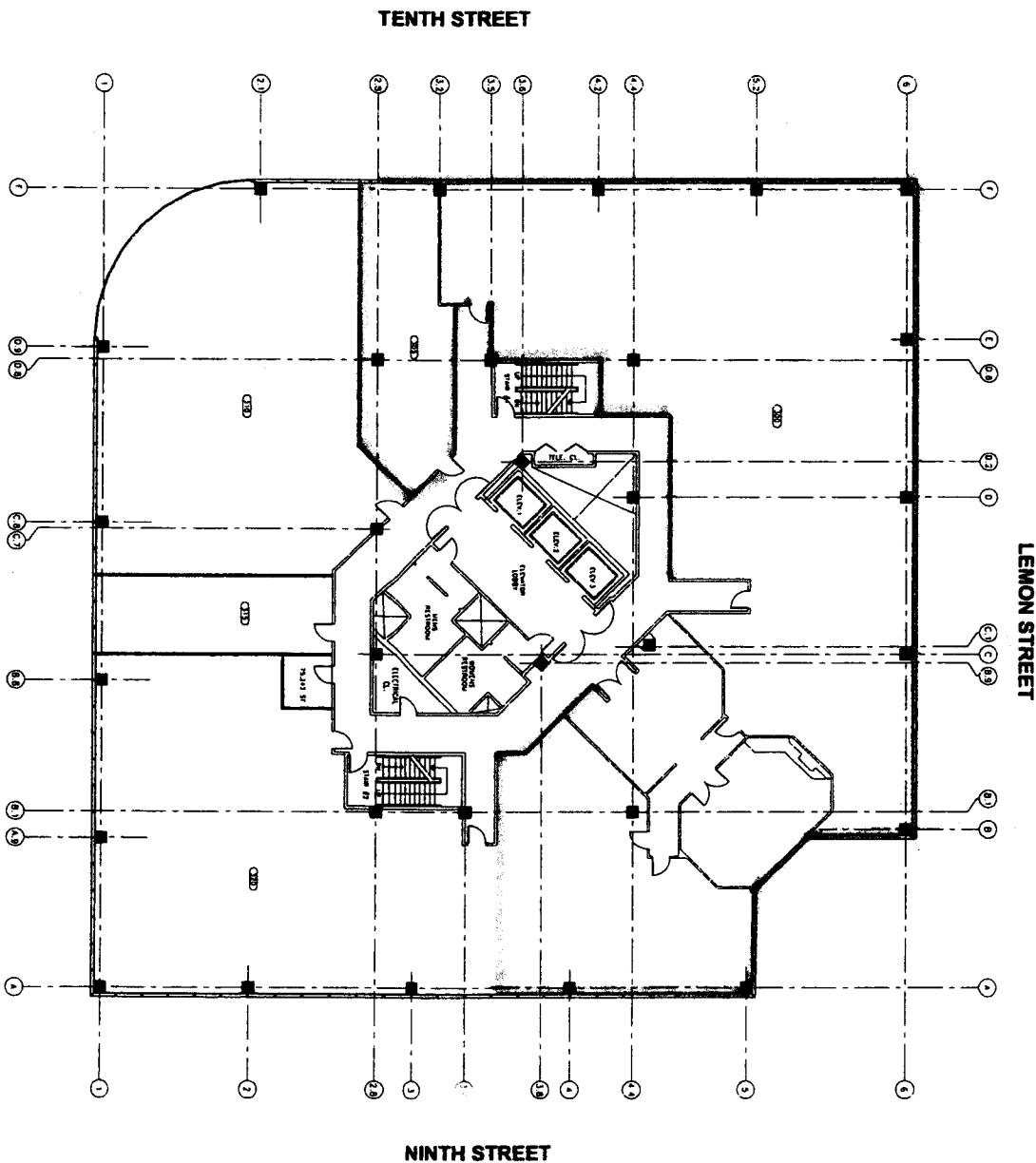
By: _____
Marion Ashley, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
~~County~~ Counsel
~~Agency~~

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 5-5-10
SYNTHIA M. GUNZEL DATE

By:  5/5/10
~~Shellie Clack~~ **Michelle Clack**
Deputy County Counsel

MH:ra
031010
Proj No
13.102



THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

HAND FLOOR	2553.306
COMMON FLOOR AREA	881.416
VERTICAL PENETRATION	1328.078
LEMON STAIRS	16.074
CROSS FLOOR AREA	18.074

EXHIBIT A

RIVERSIDE CENTRE

B.O.M.A. CALCULATION
3403 TENTH STREET
RIVERSIDE, CA

Wolcott
Architecture Interiors
303 South Main Street, Suite 100
Riverside, CA 92501
Tel: 951.221.1111 Fax: 951.221.1111
www.wolcott.com



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	07-901
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

BOMA CALC
A1.3

A1.4

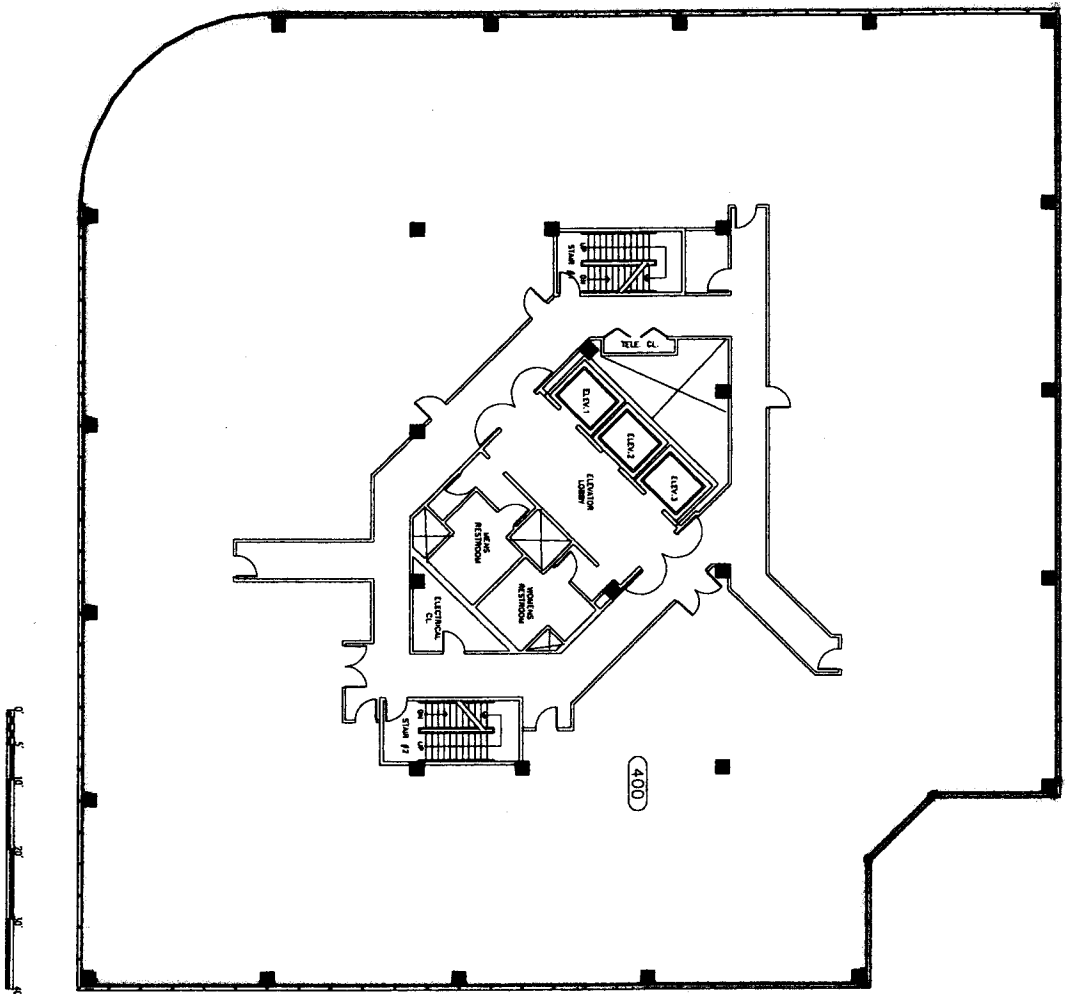
SHEET NO.

JOB NO.: 07-901
DESIGNER: JT
DATE: 08-31-07
SCALE: N.T.S.
FILE NO.: 07-901



NORTH

FOURTH FLOOR PLAN



3403 TENTH STREET

RIVERSIDE CENTRE

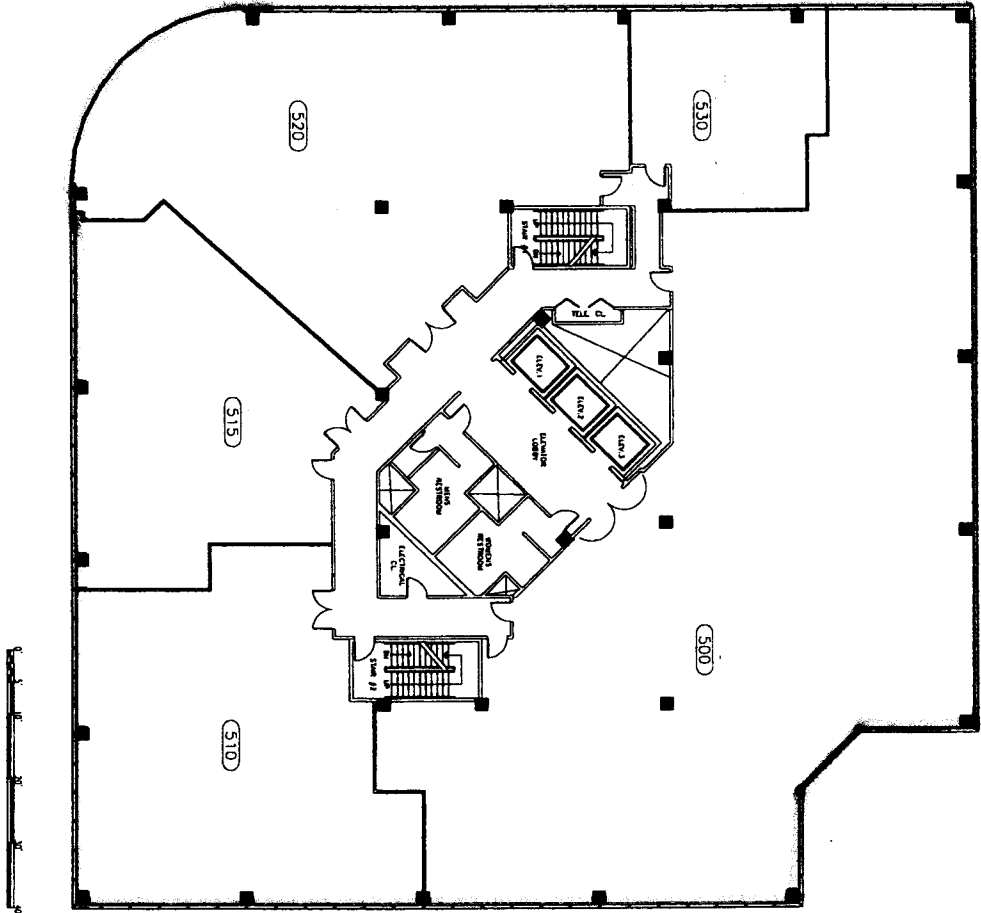
WOICOTT

Architecture • Interiors
3859 Cardiff Avenue Culver City, California 90232
Tel: 310.204.2290 Fax: 310.838.6109
Email: design@woicott.com

EXHIBIT A



FIFTH FLOOR PLAN



SHEET NO.

A1.5

JOB NO.: 07-901

DESIGNER: JT

DATE: 08-31-07

SCALE: N.T.S.

FILE NO.: 07-901

3403 TENTH STREET

RIVERSIDE CENTRE

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Architecture • Interiors
3859 Cardiff Avenue • Culver City, California 90232
Tel: 310.204.2290 Fax: 310.838.6108
Email: design@wolcott.com

EXHIBIT A

A1.6

SHEET NO.

JOB NO.: 07-901

DESIGNER: JT

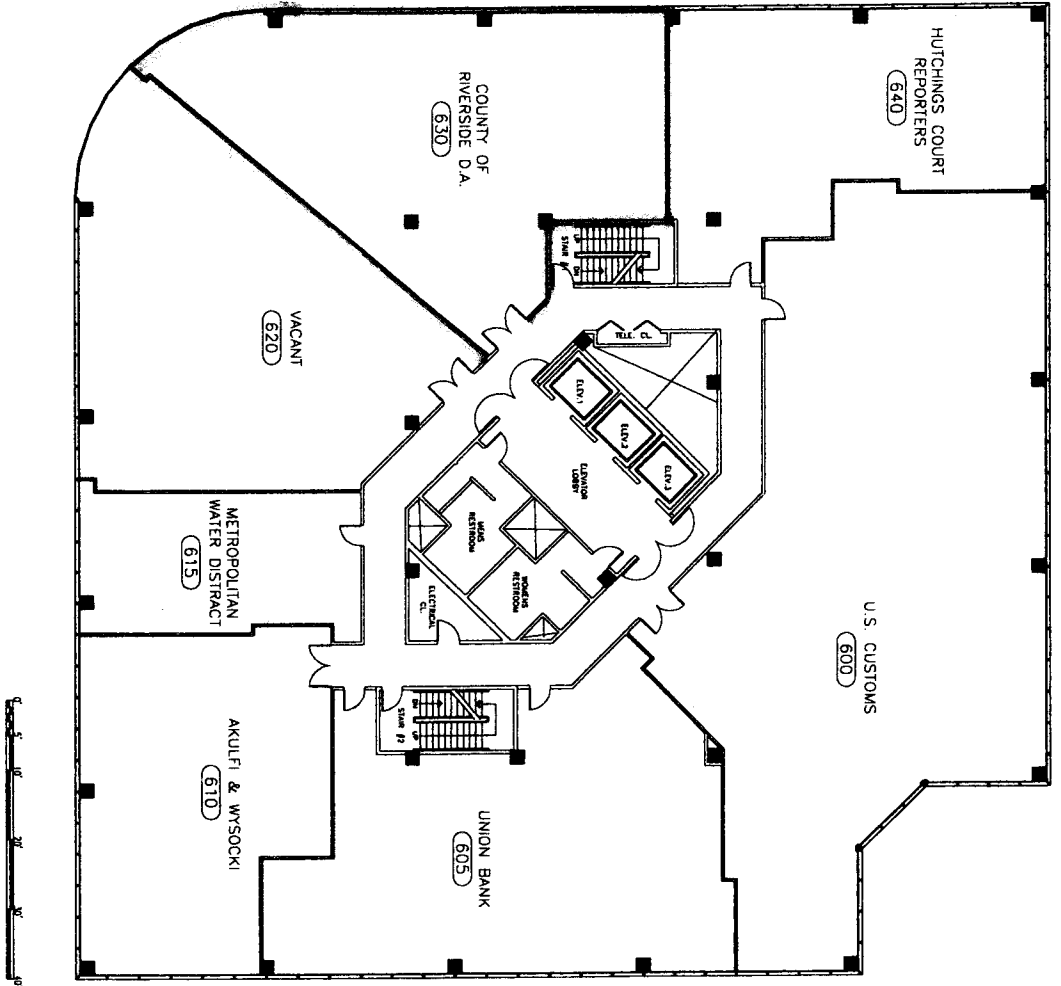
DATE: 08-31-07

SCALE: N.T.S.

FILE NO.: 07-901



SIXTH FLOOR PLAN



3403 TENTH STREET
RIVERSIDE CENTRE

EXHIBIT A

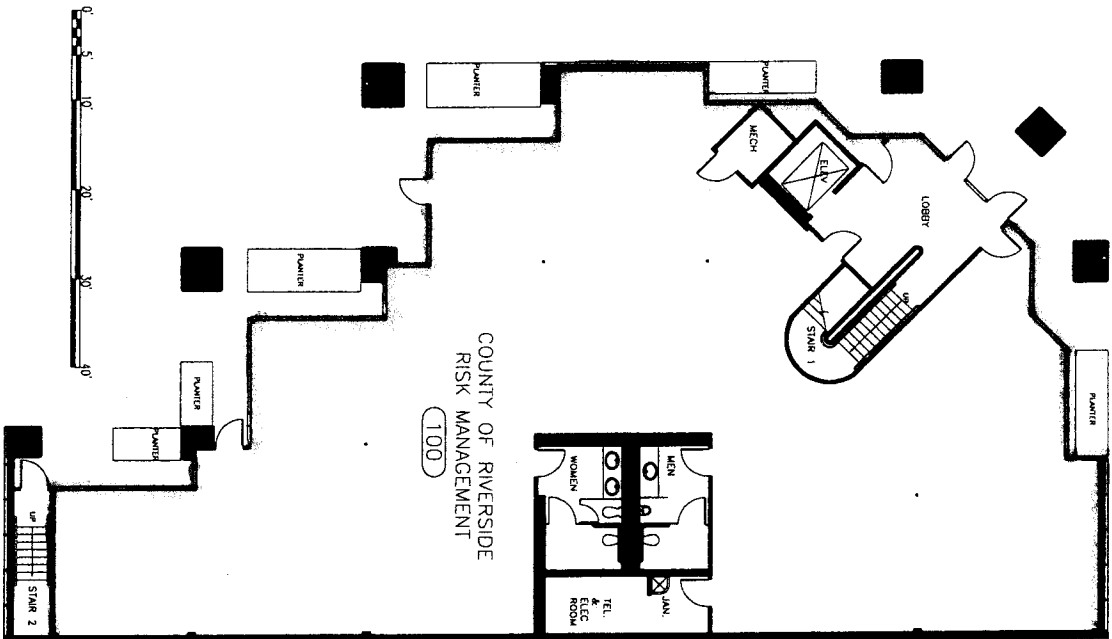
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Architecture • Interiors
3859 Credit Avenue Culver City, California 90232
Tel: 310.204.2290 Fax: 310.838.6109
Email: design@wolcott.com



NORTH

FIRST FLOOR PLAN



SHEET NO.

A1.1A

JOB NO.: 07-901

DESIGNER: JT

DATE: 08-31-07

SCALE: N.T.S.

FILE NO.: 07-901

3499 TENTH STREET

BUILDING A RIVERSIDE CENTRE

Wolcott

Architecture • Interiors

3859 Cardiff Avenue, Culver City, California 90232

Tel: 310.204.2290 Fax: 310.838.6109

Email: design@wolcottai.com

EXHIBIT A

Amortization Table

A simple amortization table covering 24 payment periods of a loan.

- 1) To use the table, simply change any of the values in the "initial data" area of the worksheet.
- 2) To print the table, just choose "Print" from the "File" menu. The print area is already defined.

Initial Data

LOAN DATA		TABLE DATA	
Loan amount:	\$3,600,000.00	Table starts at date:	
Annual interest rate:	3.00%	or at payment number:	1
Term in years:	5		
Payments per year:	12		
First payment due:	1/1/2010		
PERIODIC PAYMENT			
Entered payment:		<i>The table uses the calculated periodic payment amount</i>	
Calculated payment:	\$64,687.29	<i>unless you enter a value for "Entered payment".</i>	
CALCULATIONS			
Use payment of:	\$64,687.29	Beginning balance at payment 1:	3,600,000.00
1st payment in table: 1		Cumulative interest prior to payment 1:	

Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	1/1/2010	3,600,000.00	9,000.00	55,687.29	3,544,312.71	9,000.00
2	2/1/2010	3,544,312.71	8,860.78	55,826.51	3,488,486.20	17,860.78
3	3/1/2010	3,488,486.20	8,721.22	55,966.07	3,432,520.13	26,582.00
4	4/1/2010	3,432,520.13	8,581.30	56,105.99	3,376,414.14	35,163.30
5	5/1/2010	3,376,414.14	8,441.04	56,246.25	3,320,167.88	43,604.33
6	6/1/2010	3,320,167.88	8,300.42	56,386.87	3,263,781.01	51,904.75
7	7/1/2010	3,263,781.01	8,159.45	56,527.84	3,207,253.18	60,064.21
8	8/1/2010	3,207,253.18	8,018.13	56,669.16	3,150,584.02	68,082.34
9	9/1/2010	3,150,584.02	7,876.46	56,810.83	3,093,773.19	75,958.80
10	10/1/2010	3,093,773.19	7,734.43	56,952.86	3,036,820.33	83,693.23
11	11/1/2010	3,036,820.33	7,592.05	57,095.24	2,979,725.09	91,285.28
12	12/1/2010	2,979,725.09	7,449.31	57,237.98	2,922,487.11	98,734.59
13	1/1/2011	2,922,487.11	7,306.22	57,381.07	2,865,106.04	106,040.81
14	2/1/2011	2,865,106.04	7,162.77	57,524.52	2,807,581.52	113,203.58
15	3/1/2011	2,807,581.52	7,018.95	57,668.34	2,749,913.18	120,222.53
16	4/1/2011	2,749,913.18	6,874.78	57,812.51	2,692,100.67	127,097.31
17	5/1/2011	2,692,100.67	6,730.25	57,957.04	2,634,143.64	133,827.57
18	6/1/2011	2,634,143.64	6,585.36	58,101.93	2,576,041.71	140,412.93
19	7/1/2011	2,576,041.71	6,440.10	58,247.19	2,517,794.52	146,853.03
20	8/1/2011	2,517,794.52	6,294.49	58,392.80	2,459,401.72	153,147.52
21	9/1/2011	2,459,401.72	6,148.50	58,538.79	2,400,862.93	159,296.02
22	10/1/2011	2,400,862.93	6,002.16	58,685.13	2,342,177.80	165,298.18
23	11/1/2011	2,342,177.80	5,855.44	58,831.85	2,283,345.95	171,153.62
24	12/1/2011	2,283,345.95	5,708.36	58,978.93	2,224,367.03	176,861.99
25	1/1/2012	2,224,367.03	5,560.92	59,126.37	2,165,240.65	182,422.90
26	2/1/2012	2,165,240.65	5,413.10	59,274.19	2,105,966.47	187,836.01
27	3/1/2012	2,105,966.47	5,264.92	59,422.37	2,046,544.09	193,100.92
28	4/1/2012	2,046,544.09	5,116.36	59,570.93	1,986,973.16	198,217.28
29	5/1/2012	1,986,973.16	4,967.43	59,719.86	1,927,253.31	203,184.72
30	6/1/2012	1,927,253.31	4,818.13	59,869.16	1,867,384.15	208,002.85
31	7/1/2012	1,867,384.15	4,668.46	60,018.83	1,807,365.32	212,671.31

Amotization Table-3 6M

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
32	8/1/2012	1,807,365.32	4,518.41	60,168.88	1,747,196.44	217,189.72
33	9/1/2012	1,747,196.44	4,367.99	60,319.30	1,686,877.14	221,557.71
34	10/1/2012	1,686,877.14	4,217.19	60,470.10	1,626,407.05	225,774.91
35	11/1/2012	1,626,407.05	4,066.02	60,621.27	1,565,785.77	229,840.92
36	12/1/2012	1,565,785.77	3,914.46	60,772.83	1,505,012.95	233,755.39
37	1/1/2013	1,505,012.95	3,762.53	60,924.76	1,444,088.19	237,517.92
38	2/1/2013	1,444,088.19	3,610.22	61,077.07	1,383,011.12	241,128.14
39	3/1/2013	1,383,011.12	3,457.53	61,229.76	1,321,781.36	244,585.67
40	4/1/2013	1,321,781.36	3,304.45	61,382.84	1,260,398.52	247,890.12
41	5/1/2013	1,260,398.52	3,151.00	61,536.29	1,198,862.23	251,041.12
42	6/1/2013	1,198,862.23	2,997.16	61,690.13	1,137,172.09	254,038.27
43	7/1/2013	1,137,172.09	2,842.93	61,844.36	1,075,327.73	256,881.20
44	8/1/2013	1,075,327.73	2,688.32	61,998.97	1,013,328.76	259,569.52
45	9/1/2013	1,013,328.76	2,533.32	62,153.97	951,174.80	262,102.85
46	10/1/2013	951,174.80	2,377.94	62,309.35	888,865.44	264,480.78
47	11/1/2013	888,865.44	2,222.16	62,465.13	826,400.32	266,702.95
48	12/1/2013	826,400.32	2,066.00	62,621.29	763,779.03	268,768.95
49	1/1/2014	763,779.03	1,909.45	62,777.84	701,001.18	270,678.39
50	2/1/2014	701,001.18	1,752.50	62,934.79	638,066.40	272,430.90
51	3/1/2014	638,066.40	1,595.17	63,092.12	574,974.27	274,026.06
52	4/1/2014	574,974.27	1,437.44	63,249.85	511,724.42	275,463.50
53	5/1/2014	511,724.42	1,279.31	63,407.98	448,316.44	276,742.81
54	6/1/2014	448,316.44	1,120.79	63,566.50	384,749.94	277,863.60
55	7/1/2014	384,749.94	961.87	63,725.42	321,024.53	278,825.48
56	8/1/2014	321,024.53	802.56	63,884.73	257,139.80	279,628.04
57	9/1/2014	257,139.80	642.85	64,044.44	193,095.36	280,270.89
58	10/1/2014	193,095.36	482.74	64,204.55	128,890.81	280,753.63
59	11/1/2014	128,890.81	322.23	64,365.06	64,525.74	281,075.85
60	12/1/2014	64,525.74	161.31	64,525.74	0.00	281,237.17