

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

132



FORM APPROVED COUNTY COUNSEL
DATE 10/19/13
BY PATRICIA MUNROE

FROM: Economic Development Agency/Facilities Management ✓

SUBMITTAL DATE:
January 15, 2014 ✓

SUBJECT: Lease Agreement, Probation Department, City of Banning, 7 Year Lease, District 5, [\$3,589,964], General Fund 87%; CCPIA 6.5%; AB109 6.5%. CEQA Findings of Nothing Further is Required

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required, based on the findings incorporated in the Initial Study and Environmental Checklist No. RIVCO/CEQA 2013-05, for the Riverside County and at the conclusion, the project will not have a significant effect on the environment;
2. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval of the project; and
3. Approve the attached Lease and authorize the Chairman to execute the same on behalf of the County.

BACKGROUND: FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA
COUNTY AUDITOR-CONTROLLER
Summary (Commences on Page 2)

BY: *[Signature]* 1/10/14

[Signature]
Robert Field

Assistant County Executive Officer/EDA

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|------------------------|----------------------|-------------------|--------------|---------------|---|
| COST | \$ 0 | \$ 362,170 | \$ 3,589,964 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 315,088 | \$ 3,123,268 | \$ 0 | |

SOURCE OF FUNDS: General Fund 87%; CCPIA 6.5%; AB109 6.5%
Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

Reviewed by
CIP TEAM

APPROVE

[Signature]
1/21/2014

BY: *[Signature]*
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- By: *[Signature]*
Mark A. Hake
Chief Probation Officer
- A-30
 - Positions Added
 - 4/5 Vote
 - Change Order

Prev. Agn. Ref.: 3.56 of 7/26/11

District: 5/5

Agenda Number:

3-13

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

Economic Development Agency/Facilities Management

FORM 11: Lease Agreement, Probation Department, City of Banning, 7 Year Lease, District 5, [\$3,589,964], General Fund 87%; CCPIA 6.5%; AB109 6.5%. CEQA Findings of Nothing Further is Required

DATE: January 15, 2014

Page 2 of 3

BACKGROUND:

Summary

The Probation Department currently occupies approximately 2,737 square feet of office space in the county owned facility located at 135 Alessandro Road in the city of Banning. The current space only accommodates 15 staff without the necessary testing and training space to provide adequate programs and services to the offender population in the area. In addition, there is no space for expansion to accommodate growth in staffing and caseloads resulting from implementation of new programs and services. Currently, it has been determined that there is no suitable County owned space in the Banning area to meet this requirement.

The Probation Department contacted the Real Estate Division of the Economic Development Agency and the Real Estate Division issued a Request for Proposal for available office space in the city of Banning and received submittals from area landlords and developers. After review of proposals submitted, Banning Office Ventures, LLC was selected to develop a new office facility for lease by the Department. The new 15,432 square foot facility will accommodate up to 30 staff, and will include a testing restroom, interview rooms, break room, and training room. The current space is 2,737 square feet, and only accommodates 15 staff without the necessary testing and training space to accommodate the growing needs of the Probation Department. The new office project, Paseo San Gorgonio, a multi-tenant office and retail project on Ramsey Street across from city hall, will be in close proximity to the new State of California Courthouse located on the north side of Ramsey Street. The new six room courthouse is scheduled for opening in March of 2014. The terms of the lease agreement are as follows:

- Location: 270 E Ramsey Street
Banning, CA 92220
- Lessor: Banning Office Venture, LLC
- Size: 15,432 square feet
- Rent: \$38,734.32 per month (\$2.51 per square foot)
- Increases: Two percent annually
- Term: Seven years, anticipated commencement October 1, 2014
- Option to Extend: One option to extend for a five year period with a three percent annual increase
- Utilities: Lessor pays for all utility services, County pays for phone charges
- Custodial: Lessor shall provide and pay for custodial services
- Maintenance: Lessor shall provide and pay for maintenance services
- RCIT Costs: \$119,700 computer and cable installation
- Improvements: Included in rent.

(Continued)

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

Economic Development Agency/Facilities Management

FORM 11: Lease Agreement, Probation Department, City of Banning, 7 Year Lease, District 5, [\$3,589,964], General Fund 87%; CCPIA 6.5%; AB109 6.5%. CEQA Findings of Nothing Further is Required

DATE: January 15, 2014

Page 3 of 3

BACKGROUND: (Continued)

Staff prepared an Initial Study and determined that although the Ground Lease Agreement between the County of Riverside and Banning Office Venture, LLC could have a significant effect on the environment, nothing further is required because all potentially significant effects have been fully analyzed in an earlier adopted Mitigated Negative Declaration and have been avoided or mitigated to less than significant pursuant to that earlier Mitigated Negative Declaration. The Project is solely the lease agreement between the County and Banning Office Venture, LLC. The City of Banning previously adopted an Initial Study/Mitigated Negative Declaration (SCH#2011031076) and Resolution No. 2011-44 on May 24, 2011 approving the project known at the Village at Paseo San Geronio.

Impact on Residents and Businesses

The project will result in the construction of a modern and new office facility to be located across the street from the newly constructed State Courthouse and on the site of a blighted and former restaurant. The construction of this facility will also provide for expanded probation and public safety services to meet the current and future growth of this region and which are also necessary due to State Realignment and the lack of jail beds.

The construction of the facility will provide much needed temporary construction jobs and once constructed the facility will house 30 permanent Probation staff which will provide an economic impact to area business.

SUPPLEMENTAL:

Additional Fiscal Information

See Exhibits A and B.

RCIT computer and cable installation costs incurred prior to occupancy to be budgeted by the Probation Department for 2013/14.

Contract History and Price Reasonableness

This is a new lease; therefore there is no prior contract history. The lease rate is deemed to be a competitive lease rate for a new building in the Banning market.

Attachment:

Exhibit A

Exhibit B

Lease

Notice of Determination

Exhibit A

FY 2014/15

Banning Probation Lease

270 E. Ramsey Street, Banning, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

| | | | |
|--|--------|-----------|-------------------|
| Current Office: | 15,432 | SQFT | |
| Approximate Cost per SQFT (July - Sept) | \$ | - | |
| Approximate Cost per SQFT (Oct - June) | \$ | 2.51 | |
| Lease Cost per Month (July - Sept) | | \$ | - |
| Lease Cost per Month (Oct - June) | | \$ | 38,734.32 |
| Total Lease Cost (July - Sept) | | \$ | - |
| Total Lease Cost (Oct - June) | | \$ | 348,608.88 |
| Total Estimated Lease Cost for FY 2014/15 | | \$ | 348,608.88 |

Estimated Additional Costs:

| | | | |
|---|----|-----------|-------------------|
| Utility Cost per Square Foot | \$ | - | |
| Estimated Utility Costs per Month (July - June) | | \$ | - |
| Total Estimated Utility Cost | | \$ | - |
| RCIT Computer and Cable Installation | | \$ | - |
| Tenant Improvement | | \$ | - |
| EDA Lease Management Fee - 3.89% | | \$ | 13,560.89 |
| TOTAL ESTIMATED COST FOR FY 2014/15 | | \$ | 362,169.77 |
| TOTAL COUNTY COST 87.00% | | \$ | 315,087.70 |

Exhibit B

FY 2015/16 to FY 2021/22
 Banning Probation Lease
 270 E. Ramsey Street, Banning, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:

15,432 SQFT

| | FY 2015/16 | FY 2016/17 | FY 2017/18 | FY 2018/19 | FY 2019/20 | FY 2020/21 | FY 2021/22 | |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--|
| Approximate Cost per SQFT (July - Sept) | \$ 2.51 | \$ 2.56 | \$ 2.61 | \$ 2.66 | \$ 2.72 | \$ 2.77 | \$ 2.83 | |
| Approximate Cost per SQFT (Oct - June) | \$ 2.56 | \$ 2.61 | \$ 2.66 | \$ 2.72 | \$ 2.77 | \$ 2.83 | \$ - | Annual increase % |
| Lease Cost per Month (July - Sept) | \$ 38,734.32 | \$ 39,509.01 | \$ 40,299.19 | \$ 41,105.17 | \$ 41,927.27 | \$ 42,765.82 | \$ 43,621.14 | |
| Lease Cost per Month (Oct - June) | \$ 39,509.01 | \$ 40,299.19 | \$ 41,105.17 | \$ 41,927.27 | \$ 42,765.82 | \$ 43,621.14 | \$ - | 2% |
| Total Lease Cost (July - Sept) | \$ 116,202.96 | \$ 118,527.02 | \$ 120,897.56 | \$ 123,315.51 | \$ 125,781.82 | \$ 128,297.46 | \$ 130,863.41 | # of Months |
| Total Lease Cost (Oct - June) | \$ 355,581.06 | \$ 362,692.68 | \$ 369,946.53 | \$ 377,345.46 | \$ 384,892.37 | \$ 392,590.22 | \$ - | 3 |
| Total Estimated Lease Cost for FY 2015/16 to FY 2021/22 | \$ 471,784.02 | \$ 481,219.70 | \$ 490,844.09 | \$ 500,660.97 | \$ 510,674.19 | \$ 520,887.68 | \$ 130,863.41 | 9 |
| Estimated Additional Costs: | | | | | | | | |
| Utility Cost per Square Foot | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Estimated Utility Costs per Month (July - June) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Total Estimated Utility Cost | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | Make sure to update this cell with # of months |
| RCIT Computer and Cable Installation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Tenant Improvement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| EDA Lease Management Fee - 3.89% | \$ 18,352.40 | \$ 18,719.45 | \$ 19,093.84 | \$ 19,475.71 | \$ 19,865.23 | \$ 20,262.53 | \$ 5,090.59 | 3.89% |
| TOTAL ESTIMATED COST FOR FY 2015/16 to FY 2021/22 | \$ 490,136.42 | \$ 499,939.14 | \$ 509,937.93 | \$ 520,136.69 | \$ 530,539.42 | \$ 541,150.21 | \$ 135,953.99 | |
| TOTAL COUNTY COST 87.00% | \$ 426,418.68 | \$ 434,947.06 | \$ 443,646.00 | \$ 452,518.92 | \$ 461,569.29 | \$ 470,800.68 | \$ 118,279.97 | |

\$ 3,589,963.56 F11: Cost - Total Cost
 \$ 3,123,268.30 F11: Net County Cost - Total Cost

COUNTY OF RIVERSIDE

Initial Study and Environmental Checklist

No. RIVCO/CEQA 2013-05

For The

Riverside County Banning Probation Building Lease FM0412600001

(California Code of Regulations, Title 14, Division 6, Chapter 3,

Sections 15000 – 15387 and Appendices A – K)

1. Project Title:

Riverside County Banning Probation Building Lease

2. Lead Agency Name and Address:

County of Riverside, 3403 Tenth Street, 4th Floor, Riverside, California, 92501

3. Contact Person and Phone Number:

John Alfred, Acting Senior Environmental Planner, (951) 955-4844; Facsimile (951) 955-4890

4. Project Location:

South of Ramsey Street, east of San Gorgonio Avenue

5. Project Sponsor's Name and Address:

County of Riverside, 3403 Tenth Street, 4th Floor, Riverside, California, 92501

6. General Plan Designation:

N/A

7. Zoning:

N/A

8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)

The proposed project involves a Lease Agreement ("Project") by and between the County of Riverside ("County"), a political subdivision of the State of California, and Banning Office Ventures, LLC, for the leasing of certain real property, located on Parcel 1 of Parcel map number 36285, in the City of Banning, California. The County, as Lessee, intends to lease a newly constructed building from Banning Office Ventures, LLC, as Lessor, pursuant to terms and conditions of the Lease Agreement. Lessor will provide a newly constructed building with tenant improvements consisting of approximately 15,432 square feet portion of space within a 32,360 square feet professional office building for the Riverside County Probation Department and associated share of parking spaces allotted for the leased premises. Lessor and County desire to commence this Lease upon substantial completion and acceptance of the leased premises by the County and County shall occupy the lease premises at the rent amount provided in and subject to all of the terms, covenants and conditions set forth in the Lease Agreement. The term period of the lease shall be for 7 years.

The City of Banning previously adopted an Initial Study/Mitigated Negative Declaration (SCH# 2011031076) and Resolution No. 2011-44 on May 24, 2011, for approval of the Village at Paseo San Gorgonio project. The site is located along Ramsey Street east of San Gorgonio Avenue, in the City of Banning. The site is located within Downtown Commercial (DC) zoning, and consists of 5.25 acres, with which the approximate 15,432 square foot building will be constructed.

9. Surrounding Land Uses and Setting: Briefly Describe the Project's Surroundings:

The surrounding land use primarily consists of existing residential, commercial and public facilities.

10. Other Public Agencies Whose Approval is required (e.g., permits, financing approval, or participation agreement.)

None

Incorporation by Reference

Pertinent documents relating to this Initial Study have been cited and incorporated, in accordance with Sections 15148 and 15150 of the State CEQA Guidelines, to eliminate the need for inclusion of large planning documents within the Initial Study. Of particular relevance are those previous studies that present information regarding description of the environmental setting, future development-related growth, and cumulative impacts. The following documents are hereby identified as being incorporated by reference:

Final IS/MND (SCH# 2011031076) and Resolution No. 2011-44, 5/24/2011;
Lease Agreement

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology /Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the project could have a significant effect on the environment, Nothing Further is Required because all potentially significant effect(s) (a) have been adequately analyzed in an earlier EIR or Mitigated Negative Declaration pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR or Mitigated Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project.
- I find that the project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the project, nothing further is required.



Signature

John Alfred,
Acting Senior Environmental Planner

Printed Name

12.19.13

Date

County of Riverside,
Economic Development Agency

For

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, “Earlier Analyses,” may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c) (3) (D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance

ISSUES

| | | | |
|---|--|---|----------------------|
| Potentially Significant Impact | Less Than Significant with Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|--|---|----------------------|

I. AESTHETICS -- Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Involve other changes in the existing environment, | | | | |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

III. **AIR QUALITY.** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Create objectionable odors affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

ISSUES

| | | | |
|---|--|---|----------------------|
| Potentially Significant Impact | Less Than Significant with Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|--|---|----------------------|

Findings of Fact: Less Than Significant Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

IV. BIOLOGICAL RESOURCES. -- Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

V. CULTURAL RESOURCES -- Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

VI. GEOLOGY AND SOILS. -- Would the project:

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
 - i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.
 - ii) Strong seismic ground shaking?
 - iii) Seismic-related ground failure, including liquefaction?
 - iv) Landslides?
- b) Result in substantial soil erosion or the loss of topsoil?
- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?
- e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

| | | | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

VII. GREENHOUSE GAS EMISSIONS.

Would the project:

| | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: Less Than Significant Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

VIII. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

| | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Create a significant hazard to the public or the | | | | |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

| | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: Less Than Significant Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

IX. HYDROLOGY AND WATER QUALITY

Would the project:

ISSUES

| | Potentially Significant Impact | Less Than Significant with Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---------------------------------------|--|-------------------------------------|-------------------------------------|
| a) Violate any water quality standards or waste discharge requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Otherwise substantially degrade water quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Place within 100-year flood hazard area structures, which would impede or redirect flood flows? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j) Inundation by seiche, tsunami, or mudflow? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: Less Than Significant Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

X. LAND USE AND PLANNING. - Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

XI. MINERAL RESOURCES. -- Would the project:

- a) Result in the loss of availability of a known mineral

ISSUES

| | | | |
|---|--|---|----------------------|
| Potentially Significant Impact | Less Than Significant with Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|--|---|----------------------|

- | | | | | |
|---|---|---|---|---|
| <p>resource that would be of value to the region and the residents of the state?</p> <p>b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> |
|---|---|---|---|---|

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

XII. NOISE. -- Would the project result in:

- | | | | | |
|--|---|--|--|---|
| <p>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p> <p>b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?</p> <p>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?</p> <p>f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?</p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> |
|--|---|--|--|---|

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: Potentially Significant Unless Mitigation Incorporated.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: NO-1: Any building placed within 84 feet of Interstate 10 (701dBA noise contour) will require that a noise study be performed and that noise insulation features be incorporated into the design to reduce the noise impact to acceptable levels.

Monitoring: Developer.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

XIII. POPULATION AND HOUSING. -- Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

XIV. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?

Police protection?

Schools?

Parks?

Other public facilities?

Findings of Fact: Less Than Significant Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

XV. RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

XVI. TRANSPORTATION/TRAFFIC -- Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Result in inadequate parking capacity? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: Less Than Significant Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

XVII. UTILITIES AND SERVICE SYSTEMS --

Would the project:

| | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Comply with federal, state, and local statutes and regulations related to solid waste? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

| Potentially Significant Impact | Less Than Significant with Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---------------------------------------|--|-------------------------------------|------------------|
|---------------------------------------|--|-------------------------------------|------------------|

Findings of Fact: No Impact.

The potential environmental effects of the site were fully studied in Environmental Assessment: Initial Study/Mitigated Negative Declaration (SCH#2011031076), which is incorporated herein by reference. Based thereon, the City of Banning's Planning Commission adopted the Final IS/MND SCH#2011031076 and Resolution No. 2011-44 on May 24, 2011. The Lease will implement the development that was fully analyzed in the previously adopted MND. The Project of a Lease will not result in any new significant environmental effects not identified in IS/MND SCH#2011031076, nor will it substantially increase the severity of the environmental effects identified in IS/MND SCH#2011031076. In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of a lease and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011; Lease Agreement.

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: **Banning Probation Building Lease**

Accounting String: **524830-47220-7200400000-FM0412600001**

- Filing fee only (\$50.00)
 - see previously paid Fish & Game fees receipt

DATE: December 19, 2013

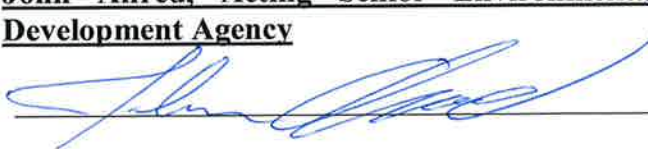
AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature:



PRESENTED BY: Stephen Gilbert, Development Manager, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Notice of Determination

To:
 Office of Planning and Research
For U.S Mail: Street Address:
 P.O. Box 3044 1400 Tenth St.
 Sacramento, CA 95812-3044 Sacramento, CA 95814

From:
 Public County of Riverside
 Agency: Economic Development Agency
 Address: 3043 10th Street, 4th Floor
Riverside, CA 92501
 Contact: John Alfred
 Phone: (951) 955-5448

County Clerk
 County of Riverside
2724 Gateway Drive
P.O. Box 751
 Address: Riverside, CA 92502-0751

Lead Agency (if different from above):
 Address: _____
 Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): _____

Project Title: Lease Agreement associated with the Banning Probation Building

Project Location (include county): South of Ramsey Street, east of San Gorgonio Avenue, City of Banning, Riverside
County, California

Project Description: The proposed project involves a Lease Agreement ("Project") by and between the County of Riverside ("County"), a political subdivision of the State of California, and Banning Office Ventures, LLC, for the leasing of certain real property, located on Parcel 1 of Parcel map number 36285, in the City of Banning, California. The County, as Lessee, intends to lease a newly constructed building from Banning Office Ventures, LLC, as Lessor, pursuant to terms and conditions of the Lease Agreement. Lessor will provide a newly constructed building with tenant improvements consisting of approximately 15,432 square feet portion of space within a 32,360 square feet professional office building for the Riverside County Probation Department and associated share of parking spaces allotted for the leased premises. Lessor and County desire to commence this Lease upon substantial completion and acceptance of the leased premises by the County and County shall occupy the lease premises at the rent amount provided in and subject to all of the terms, covenants and conditions set forth in the Lease Agreement. The term period of the lease shall be for 7 years.

The City of Banning previously adopted an Initial Study/Mitigated Negative Declaration (SCH# 2011031076) and Resolution No. 2011-44 on May 24, 2011, for approval of the Village at Paseo San Gorgonio project. The site is located along Ramsey Street east of San Gorgonio Avenue, in the City of Banning. The site is located within Downtown Commercial (DC) zoning, and consists of 5.25 acres, with which the approximate 15,432 square foot building will be constructed.

In addition, pursuant to CEQA, the County of Riverside, as a Lead Agency complies with CEQA by considering the Project of the ground and facilities leases and that no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible. Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Project Sponsor: Banning Office Ventures, LLC

This is to advise that the County of Riverside Board of Supervisors approved the above project on

Lead agency or Responsible Agency

_____ and has made the following determinations regarding the above described project:
(tentative date)

1. The County of Riverside considered the Environmental Initial Study and Mitigated Negative Declaration (Final IS/MND SCH#2011031076 and Resolution No. 2011-44, 5/24/2011) as prepared and adopted by the City of Banning.
2. The project will not have a significant effect on the environment.
3. Mitigation measures as conditions of approval and a mitigation monitoring plan/program were adopted by the City of Banning when it adopted the Mitigated Negative Declaration and approved the land use entitlements.
4. Nothing further is required because all potentially significant effects were adequately analyzed in Environmental Assessment: Initial Study and Mitigated Negative Declaration (SCH#2011031076) adopted by the City of Banning with adoption of Resolution No. 2011-44 on May 24, 2011.

This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at:

General Public at: County of Riverside
Economic Development Agency
3043 10th Street, 4th Floor
Riverside, CA 92501

Signature: (Public Agency) _____ Title: _____

Date: _____ Date received for filing at OPR: _____

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2005

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 201100447

State Clearinghouse # (if applicable): _____

Lead Agency: CITY OF BANNING Date: 05/25/2011

County Agency of Filing: Riverside Document No: 201100447

Project Title: VILLAGE AT PASEO SAN GORGONIO

Project Applicant Name: CITY OF BANNING Phone Number: 951-922-3131

Project Applicant Address: 99 E. RAMSEY STREET BANNING, CA 92220

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

| | |
|---|----------------|
| <input type="checkbox"/> Environmental Impact Report | _____ |
| <input checked="" type="checkbox"/> Negative Declaration | <u>2044.00</u> |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only) | _____ |
| <input type="checkbox"/> Project Subject to Certified Regulatory Programs | _____ |
| <input checked="" type="checkbox"/> County Administration Fee | <u>\$64.00</u> |
| <input type="checkbox"/> Project that is exempt from fees (DFG No Effect Determination (Form Attached)) | _____ |
| <input type="checkbox"/> Project that is exempt from fees (Notice of Exemption) | _____ |
| Total Received | <u>2108.00</u> |

Signature and title of person receiving payment: 

Notes:

Notice of Determination

Appendix D

To:

Office of Planning and Research
For U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St.
Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
County of: Riverside
Address: P.O. Box 751
Riverside, CA 92502-0751

From:

Public Agency: City of Banning
Address: 99 E. Ramsey Street
Banning, CA 92220
Contact: Zai Abu Bakar, Community Development Director
Phone: (951) 922-3131

Lead Agency (if different from above):
Address:
Contact:
Phone:
LARRY W. WARD, CLERK
By R. Anderson R. Anderson Deputy



MAY 25 2011

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2011031076

Project Title: The Village at Paseo San Gorgonio

Project Location (include county): South of Ramsey Street, east of San Gorgonio Avenue, City of Banning, Riverside

Project Description:

The purpose of the project is to develop approximately 5.25 acres as a mixed use commercial development that includes office, retail, hotel, and restaurant space. The proposed project consists of approximately 68,955 square feet of building area along with parking for 355 vehicles.

This is to advise that the City Council and Redevelopment Agency Board has approved the above described project on May 24, 2011 and has made the following determinations regarding the above described project:

- 1. The project [] will [X] will not have a significant effect on the environment.
2. [] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. [X] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [X] were [] were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [X] was [] was not adopted for this project.
5. A statement of Overriding Considerations [] was [X] was not adopted for this project.
6. Findings [X] were [] were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: City Clerk, City of Banning, 99 E. Ramsey Street, Banning, CA 92220

Signature (Public Agency) Title Community Development Director

Date May 25, 2011 Date Received for filing at OPR

Authority cited: Sections 21083, Public Resources Code. Reference Section 21000-21174, Public Resources Code.

COUNTY CLERK
Neg Declaration/Ntc Determination
Filed per P.R.C. 21152
POSTED

Revised 2005

MAY 25 2011

Removed:
By:
Dept.
County of Riverside, State of California

LEASE
270 E. Ramsey Street, Banning

Table of Contents

| | | |
|-----|--|----|
| 1. | Parties..... | 1 |
| 2. | Premises..... | 1 |
| | 2.1 Letting | 1 |
| | 2.2 Defined | 1 |
| | 2.3 Common Area Defined | 1 |
| | 2.4 County's Rights – Common Area..... | 2 |
| | 2.5 Preparation of Premises/Acceptance..... | 2 |
| | 2.6 Condition of Premises | 2 |
| 3. | Use | 3 |
| 4. | Term | 3 |
| | 4.1 Commencement | 3 |
| | 4.2 Confirmation of Lease Information | 3 |
| | 4.3 Delay in Delivery of Premises | 4 |
| | 4.4 Holding Over | 4 |
| 5. | Rent | 4 |
| | 5.1 Rent | 4 |
| | 5.2 Percentage Increase | 5 |
| 6. | Options | 5 |
| | 6.1 Option to Extend Term | 5 |
| | 6.2 Right of First Refusal to Lease Additional Space | 5 |
| | 6.3 Right of First Refusal to Extend Lease Term | 6 |
| 7. | Compliance..... | 6 |
| | 7.1 Compliance | 7 |
| | 7.2 Americans With Disabilities | 7 |
| | 7.3 Asbestos and Lead Based Paint..... | 7 |
| | 7.4 Hazardous Substance | 7 |
| | 7.5 Sick Building Syndrome | 9 |
| | 7.6 Waste Water | 9 |
| 8. | Custodial Services | 9 |
| | 8.1 Custodial Services | 9 |
| | 8.2 County's Right to Provide Custodial Services and Deduct Costs..... | 10 |
| 9. | Utilities | 10 |
| 10. | Repairs and Maintenance | 11 |
| | 10.1 Lessor's Repair and Maintenance Obligations..... | 11 |
| | 10.2 Lessor's Default | 11 |
| | 10.3 County's Right to Make Repairs and Deduct Cost | 12 |
| | 10.4 Emergency Repairs | 13 |



| | | | |
|-----|------|---|----|
| | 10.5 | Periodic Services | 13 |
| 11. | | Alterations and Additions | 14 |
| | 11.1 | Improvements by Lessor | 14 |
| | 11.2 | Improvements by County | 16 |
| | 11.3 | Communications Equipment | 16 |
| 12. | | Exculpation, Indemnification, and Insurance..... | 16 |
| | 12.1 | Exculpation | 16 |
| | 12.2 | Indemnification and Hold Harmless..... | 18 |
| | 12.3 | Insurance | 19 |
| 13. | | Damage and Destruction | 23 |
| | 13.1 | Repair of Damage | 23 |
| | 13.2 | Repair Period Notice | 24 |
| | 13.3 | Lessor's Option to Terminate or Repair | 24 |
| | 13.4 | County's Option to Terminate | 24 |
| | 13.5 | Rent Abatement Due to Casualty..... | 24 |
| | 13.6 | Damage Near End of Term | 25 |
| | 13.7 | Effective Date of Termination; Rent Apportionment | 25 |
| | 13.8 | Waiver of Statutory Provisions | 25 |
| | 13.9 | Release on Termination | 26 |
| 14. | | Eminent Domain | 26 |
| | 14.1 | Total Condemnation | 26 |
| | 14.2 | Partial Condemnation | 26 |
| | 14.3 | Award | 26 |
| | 14.4 | Temporary Condemnation | 27 |
| 15. | | Estoppel Certificates | 27 |
| 16. | | Subordination, Non-Disturbance and Attornment | 27 |
| | 16.1 | Subordination, Non-Disturbance and Attornment Agreement | 27 |
| | 16.2 | Subordination | 27 |
| | 16.3 | Attornment | 28 |
| 17. | | Breach by Lessor | 28 |
| | 17.1 | Lessor's Default | 28 |
| | 17.2 | County's Right to Cure Lessor's Default and Deduct Cost..... | 28 |
| | 17.3 | Rent Setoff | 29 |
| 18. | | Lessor's Representations and Warranties | 29 |
| | 18.1 | Title | 29 |
| | 18.2 | Certificate of Authority | 29 |
| | 18.3 | No Litigation | 29 |
| | 18.4 | Easements | 29 |
| 19. | | Miscellaneous | 30 |
| | 19.1 | Quiet Enjoyment | 30 |
| | 19.2 | Non Waiver | 30 |
| | 19.3 | Binding on Successors | 30 |
| | 19.4 | Severability | 30 |
| | 19.5 | Venue | 30 |
| | 19.6 | Attorney's Fees | 31 |
| | 19.7 | County's Representative | 31 |

| | |
|---|----|
| 19.8 Agent for Service of Process | 31 |
| 19.9 Entire Lease | 31 |
| 19.10 Interpretation | 32 |
| 19.11 Time of Essence | 32 |
| 19.12 Recording | 32 |
| 19.13 Consent | 32 |
| 19.14 Title | 32 |
| 19.15 Conveyance by Lessor | 32 |
| 19.16 Mechanic's Liens | 33 |
| 19.17 Surrender | 33 |
| 19.18 Notice | 33 |
| 19.19 Authority | 34 |
| 19.20 Approval of Supervisors | 35 |

EXHIBITS

The following exhibits are attached hereto and made a part of this Lease:

| | |
|--|-------------|
| Site Plan..... | Exhibit A |
| Leasehold Improvement Agreement..... | Exhibit B |
| Space Plan..... | Exhibit B-1 |
| Asbestos..... | Exhibit C |
| Confirmation of Lease Information..... | Exhibit D |
| Custodial Services Agreement..... | Exhibit E |
| General Construction Specifications for Leased Facilities..... | Exhibit F |
| Estoppel Certificate..... | Exhibit G |
| Subordination, Non-Disturbance & Attornment Agreement..... | Exhibit H |



1 LEASE

2 270 E. Ramsey Street, Banning

3
4 **1. Parties.**

5 **1.1** This Lease ("Lease") is made by and between the **COUNTY OF**
6 **RIVERSIDE**, a political subdivision hereinafter referred to as "County" and **BANNING**
7 **OFFICE VENTURE, a California Limited Liability Company**, hereinafter referred to
8 as "Lessor." County and Lessor are hereinafter collectively referred to as the "Parties"
9 or individually as a "Party."

10 **2. Premises.**

11 **2.1 Letting.** Lessor hereby leases to County, and County hereby
12 leases from Lessor, the Premises, for the term, at the rental, and upon all terms,
13 covenants and conditions set forth in this Lease.

14 **2.2 Defined.** The premises shall consist of that certain 15,432 square
15 foot portion of the Project, as defined herein, including all improvements therein or to
16 be provided by Lessor under the terms of this Lease, and commonly known as the
17 Village at Paseo San Gorgonio (Building 4), a 32,360 square foot professional office
18 building, located on parcel 1 of parcel map No. 36285 located in the City of Banning,
19 County of Riverside, State of California, and generally described as office space,
20 shown on the site plan attached as Exhibit "A" (the "Premises"). It is understood that
21 the Premises include all appurtenances and easements thereto and the non-exclusive
22 right of ingress and egress at all times to and from the public right of ways, streets and
23 highways for County, its employees and invitees. The Premises, the building, the
24 Common Areas, the land upon which they are located, along with all other buildings
25 and improvements thereon, are herein collectively referred to as the "Project."

26 **2.3 Common Areas Defined.** The term "Common Areas" is defined
27 as all areas and facilities outside the Premises and within the exterior boundary line of
28 the Project and interior utility raceways and installations within the Premises that are

1 provided by and designated by the Lessor from time to time for the general non-
2 exclusive use of Lessor, County, and other tenants of the Project and their respective
3 employees, suppliers, shippers, customers, contractors, and invitees, including but not
4 limited to common restrooms, parking areas, loading and unloading zones, trash areas,
5 roadways, walkways, driveways, and landscaped areas.

6 **2.4 County's Rights-Common Areas.** Lessor grants to County, for
7 the benefit of the County and its employees, suppliers, shippers, customers,
8 contractors, and invitees, during the term of this Lease, the non-exclusive right to use,
9 in common with others entitled to such use, the Common Areas, including parking, as
10 same may from time to time exist. County shall be entitled to 60 unreserved parking
11 spaces. Lessor shall have the right to promulgate rules and regulations for the
12 management, safety, care, and cleanliness of the Common Areas provided, however,
13 that said rules and regulations shall be subject to the reasonable approval of County.
14 County's prior approval shall be required for any changes to the Common Areas which
15 adversely affect County's use and occupancy of the Premises, the parking, or
16 accessibility of the Premises.

17 **2.5 Preparation of Premises/Acceptance.** The rights and obligations
18 of the Parties regarding the construction of the Premises before the commencement of
19 the Lease Term are stated in the attached Leasehold Improvement Agreement, Exhibit
20 "B." If this Lease conflicts with the Leasehold Improvement Agreement, the Leasehold
21 Improvement Agreement shall prevail.

22 **2.6 Condition of Premises.** Lessor shall deliver the Premises to
23 County in a fully clean and safe condition, free of hazards and debris, entirely permitted
24 and inspected by local authorities, on the Commencement Date, and Lessor warrants
25 for the term of this Lease, that all systems and equipment, including, but not limited to,
26 electrical, plumbing, fire sprinkler, fire suppression system, fire/life/safety system,
27 elevators, security systems, lighting, heating, ventilating and air conditioning systems
28 ("HVAC"), that serve the Premises and all other such elements in the Premises (herein

1 defined as the "Base Building Systems"), other than those installed or constructed by
2 County, shall be in safe, hazard free, good operating condition, and, the roof, bearing
3 walls and foundation of the Premises shall be free of material defect.

4 **3. Use.**

5 **3.1** County shall use and occupy the Premises for the purpose of
6 providing office space for use by Riverside County Probation Department, but the
7 Premises may be used for any official business of County government or any other
8 legal use which is reasonably comparable thereto. Nothing contained in this Lease
9 shall be construed to require County to occupy the Premises continuously.

10 **4. Term.**

11 **4.1 Commencement.** This Lease shall be effective upon the date of
12 its full execution by the parties hereto. The Term of this Lease shall be for a period of
13 seven (7) years ("Original Term") commencing on the earlier of (a) the date County
14 staff occupies the Premises, or (b) the date on which County accepts the Premises for
15 occupancy, which shall occur only after Lessor delivers to County a copy of the
16 Certificate of Occupancy executed by the appropriate governing authority, if applicable,
17 and provided that County, in its' sole discretion, is satisfied that all leasehold
18 improvements have been completed in accordance with Exhibit "B" and Exhibit "F,"
19 excepting minor punch list items ("Commencement Date"). The Original Term shall
20 expire at midnight on the last day of the eighty-four (84) month term ("Expiration
21 Date").

22 **4.2 Confirmation of Lease Information.** At such time as the
23 Commencement Date of this Lease has been determined, either Party may deliver to
24 the other Party a notice in the form set forth in the attached Exhibit "D." which the
25 receiving Party shall execute, after making any corrections necessary to conform the
26 information to the provisions of this Lease, and return to the forwarding Party within
27 thirty (30) days after receipt. Either Party will use reasonable efforts to deliver the
28 notice to the other Party within thirty (30) days after the Lease Commencement Date.

1 Anything to the contrary notwithstanding, failure to forward or execute said notice shall
2 not invalidate or nullify the provisions of this Lease.

3 **4.3 Delay in Delivery of Premises.** If the Original Term of this Lease
4 has not commenced by 365days from County's execution of this Lease, which 365 day
5 period shall be extended by one day for each day of delay beyond Lessor's
6 reasonable control, County may, at its sole option, either: (a) deduct from any rents that
7 may become due hereunder the sum of \$1,255.00 for each day the Premises are not
8 substantially complete and available for occupancy as per paragraph 2.6, after said
9 date, as liquidated damages for failure to provide occupancy in a timely manner as
10 prescribed hereunder. Lessor and County agree that such damages are to be one of
11 the mutually exclusive remedies, as prescribed in this Section 4, for such failure, in that
12 at the time of entering into this Lease it would be impractical and extremely difficult to
13 fix the actual damages that would flow from Lessor's failure to provide occupancy in a
14 timely manner, including, but not limited to, the difference in money between the total
15 sum to be paid by County to another party for rent to Lease such party's real property,
16 if the rental hereunder is less than the rental to be paid such other party; or if the
17 Original Term of this Lease has not commenced by 365 days from County's execution
18 of this Lease, or (b) cancel this Lease, and Lessor hereby waives any and all rights that
19 it may have against County for any costs, expenses and/or charges that Lessor may
20 have incurred as a result of preparing the Premises for occupancy.

21 **4.4 Holding Over.** Any holding over by County after the expiration of
22 said term or any extension thereof shall be deemed a month to month tenancy upon
23 the same terms and conditions of this Lease.

24 **5. Rent.** The anniversary dates shall be deemed to fall on the first day of
25 the first full month of each lease year following commencement of the Lease term.

26 **5.1 Rent.** County shall pay the sum of \$38,734.32 per month to
27 Lessor as rent for the Leased Premises, payable, in advance, on the first day of the
28 month or as soon thereafter as a warrant can be issued in the normal course of

1 County's business; provided, however, in the event rent for any period during the term
2 hereof which is for less than one (1) full calendar month said rent shall be pro-rated
3 based upon the actual number of days of said month.

4 **5.2 Percentage Increase.** Notwithstanding the provisions of Section
5 5.1 herein, the monthly rent, shall be increased on each anniversary of this Lease by
6 an amount equal to two percent (2%) of such monthly rent.

7 **6. Options.**

8 **6.1 Option to Extend Term.** Lessor grants to County one option to
9 extend the Lease term ("Extension Option"). Each Extension Option shall be for a
10 period of 5 years ("Extended Term"), subject to the conditions described in this Section
11 6.1.

12 **6.1.1 Exercise of Option.** The Extension Option(s) shall be
13 exercised by County delivering to Lessor written notice thereof no later than one
14 hundred eighty (180) days prior to the expiration of the Original Term or any extension
15 thereof.

16 **6.1.2 Option Rent.** The rent payable by County during any
17 Extended Term shall be three (3%) greater than the previous years rent.

18 **6.1.3** All terms and conditions of this Lease with exception of
19 Rent and Lease Term shall remain in full force and effect during the Extended Term.

20 **6.2 Right of First Refusal to Lease Additional Space.** Lessor
21 hereby grants to County a right of first refusal to lease the other premises in the
22 building containing the leased Premises ("Adjacent Premises"), in the event Lessor
23 received a bona fide offer from a third party to lease any portion of the Adjacent
24 Premises, which offer is acceptable to Lessor. Lessor shall promptly notify County in
25 writing of the offer, including the square footage of the portion of the Adjacent Premises
26 proposed to be let and other terms and conditions of the offer. County shall have thirty
27 (30) days within which to notify Lessor in writing whether County agrees to lease the
28 portion of the Adjacent Premises under such offer upon the terms and conditions set

1 forth in such offer. In the event County fails to give written notice of its election to lease
2 the proposed additional space, Lessor shall be free to accept the bona fide offer and
3 lease the Adjacent Premises to the third party. If the third party fails to lease such
4 portion of the Adjacent Premises and the Adjacent Premises (or remaining portion of
5 the Adjacent Premises) remains available; County shall have the same right of first
6 refusal granted herein with regard to any future offer to lease such portion of the
7 Adjacent Premises.

8 **6.3 Right of First Refusal to Extend Lease Term.** At such time as
9 the Original Term and/or Extended Terms have expired, in further consideration of the
10 Rent, Covenants, and Conditions to be paid, performed, and observed by County,
11 Lessor hereby grants to County a right of first refusal to extend the Lease of the
12 Premises. In the event Lessor receives a bona fide offer from a third party to lease the
13 Premises, which offer is acceptable to Lessor, Lessor shall promptly notify County in
14 writing of the offer, including the amount of rent offered and other terms and conditions
15 of the offer. County shall have thirty (30) business days within which to notify Lessor in
16 writing whether County agrees to extend the Lease of the Premises on the same terms
17 and conditions as the third party offer. In the event County elects to extend the Lease
18 of the Premises, the Lease shall be subject to the same terms and conditions as the
19 third party offer, including, but not limited to, amount of rent, term, and commencement
20 date. In the event County fails to give written notice of its election to extend the Lease
21 of the Premises, Lessor shall be free to accept the bona fide offer and lease the
22 Premises to the third party. If the third party fails to lease the Premises and the
23 Premises remains available, County shall have the same right of first refusal granted
24 herein with respect to a bona fide offer to lease the Premises by a subsequent third
25 party offerer.

26
27
28 **7. Compliance.**

1 **7.1 Compliance.** Lessor warrants that the Premises and
2 improvements on the Premises shall comply with all applicable State and Federal laws,
3 covenants or restrictions of record, building codes, regulations and ordinances
4 (“Applicable Requirements”) in effect on the Commencement Date of this Lease,
5 regardless of the use to which County will put the Premises. If the Premises do not
6 comply with said warranty, Lessor shall, promptly after receipt of written notice from
7 County or any governmental agency having jurisdiction over such matters setting forth
8 the nature and extent of such non-compliance, rectify the same at Lessor’s expense. If
9 the Applicable Requirements are hereinafter changed so as to require during the term
10 of this Lease, unless same is the result of the use to which County puts the Premises,
11 the construction of an addition to or an alteration of the Premises, the remediation of
12 any Hazardous Substance as hereinafter defined, or the reinforcement or other
13 physical modification of the Premises Lessor shall, promptly after receipt of written
14 notice from County or any governmental agency having jurisdiction over such matters
15 setting forth the nature and extent of such non-compliance, rectify the same at Lessor’s
16 expense.

17 **7.2 Americans With Disabilities.** Lessor warrants and represents
18 the Premises shall be readily accessible to and usable by individuals with disabilities in
19 compliance with Title III of the Americans with Disabilities Act of 1990 and California
20 Title 24, as amended from time to time and regulations issued pursuant thereto and in
21 effect from time to time. Any cost incurred to cause the Premises to comply with said
22 Act shall be borne by Lessor.

23 **7.3 Asbestos and Lead Based Paint.** Lessor warrants and
24 represents the Premises shall be constructed, operated and maintained free of hazard
25 from asbestos and lead based paint, as more fully set forth in the attached Exhibit “C.”

26 **7.4 Hazardous Substance.** It is the intent of the Parties to construe
27 the term “Hazardous Substances” in its broadest sense. Hazardous Substance shall
28 be defined as any product, substance, or waste whose presence, use, manufacture,

1 disposal, transportation, or release, either by itself or in combination with other
2 materials, is either: (a) potentially injurious to the public health, safety or welfare, the
3 environment or the Premises; (b) regulated or monitored by any governmental
4 authority; or (c) a basis for potential liability of County to any governmental agency or
5 third party under any applicable statute or common law theory.

6 Lessor acknowledges that County's use may from time to time require the
7 presence of Hazardous Substances at the Premises. County agrees that all such
8 Hazardous Substances located in, at, or on the Premises shall be used, stored,
9 handled, treated, transported, and disposed of in compliance with all applicable laws.

10 Lessor warrants and represents to County that Lessor has not used, discharged,
11 dumped, spilled or stored any Hazardous Substances on or about the Premises,
12 whether accidentally or intentionally, legally or illegally, and has received no notice of
13 such occurrence and has no knowledge that any such condition exists at the Premises.
14 If any claim is ever made against County relating to Hazardous Substances present at
15 or around the Premises, whether or not such substances are present as of the date
16 hereof, or any such Hazardous Substances are hereafter discovered at the Premises
17 (unless introduced by County, its agents or employees), all costs of removal incurred
18 by, all liability imposed upon, or damages suffered by County because of the same
19 shall be borne by Lessor, and Lessor hereby indemnifies and agrees to be responsible
20 for and defend and hold County harmless from and against all such costs, losses,
21 liabilities and damages, including, without limitation, all third-party claims (including
22 sums paid in settlement thereof, with or without legal proceedings) for personal injury
23 or property damage and other claims, actions, administrative proceedings, judgments,
24 compensatory and punitive damages, lost profits, penalties, fines, costs, losses,
25 attorneys' fees and expenses (through all levels of proceedings), consultants or experts
26 fees and costs incurred in enforcing this indemnity. The representation, warranty and
27 indemnity of Lessor described in this Paragraph shall survive the termination or
28 expiration of this Lease.

1 **7.5 Sick Building Syndrome.** Lessor warrants and represents the
2 Premises shall be constructed, operated and maintained free, or at acceptable normal
3 levelsof certain hazards, including, but not limited to: spores, fungus, molds, bacteria,
4 chemicals or fumes or other causes of any hazardous micro-environments, sometimes
5 known as "Sick Building Syndrome," emanating from or within the Premises that may
6 potentially cause discomfort, bodily injury, sickness or death. Should it be determined
7 that remediation is necessary based on a report by a trained investigator, Lessor will
8 promptly contract with a qualified and experienced company to safely remove the
9 micro-environments using remediation guidelines recommended or required by the
10 appropriate governmental agency. Any cost incurred to cause the Premises to be free
11 of such hazard shall be borne by Lessor.

12 **7.6 Waste Water.** Lessor shall be responsible for compliance with all
13 Federal, state or local laws, regulations or permits pertaining to storm water pollution,
14 prevention plans ("SWPP") and all National Pollution Discharge Elimination System
15 ("NPDES") laws or regulations adopted or to be adopted by the United States
16 Environmental Protection Agency. Parking lot sweeping shall be done as required by
17 NPDES rules or as needed, at least two times per year, once prior to the rainy season.

18 **8. Custodial Services.**

19 **8.1 Custodial Services.** Lessor shall provide, or cause to be
20 provided, and pay for all custodial services in connection with the Leased Premises
21 and such services shall be provided as set forth in the attached Exhibit "E." The
22 provider of such custodial services will perform background checks through LiveScan
23 or in the manner specified by County, of qualified permanent and temporary employees
24 to determine their suitability for employment. The provider will be bonded in the sum of
25 \$10,000.00, and proof of such insurance, as supplied by the Lessor, shall be furnished
26 prior to occupancy of Premises by County. In addition to bonding as required herein,
27 Lessor shall also receive proof of statutory workers' compensation insurance,
28

1 commercial general liability and vehicle liability insurance from the provider of any
2 custodial functions performed at the Premises location.

3 **8.2 County's Right to Provide Custodial Service and Deduct Cost.**

4 If County provides written notice to Lessor of an event or circumstance that requires
5 the action of Lessor with respect to the custodial services as set forth in Section 8.1
6 and Exhibit "E," and Lessor fails to provide such action as required by the terms of this
7 Lease within three (3) business days of County's notice, County may take the required
8 action to provide custodial services by its staff or those of a custodial contractor if: (1)
9 County delivers to Lessor an additional written notice advising Lessor that County
10 intends to take the required action if Lessor does not begin the required action within
11 forty-eight (48) hours after the written notice; and (2) Lessor fails to begin the required
12 work within this forty-eight (48) hour period. Upon demand by County, Lessor shall
13 promptly reimburse County the actual cost and expenses thereof, provided said costs
14 and expenses are reasonable. Should Lessor fail to promptly pay the cost and
15 expenses, County may deduct and offset that amount from Rent payable under this
16 Lease. For purposes of this Section, notice given by fax or e-mail shall be deemed
17 sufficient.

18 **9. Utilities.**

19 **9.1** Lessor warrants and represents to County that during the term of this
20 Lease and any extension thereof that sufficient utility service to provide water,
21 telecommunications, electric power, natural gas and sewers necessary to meet
22 County's reasonable requirements exists or are available for use by County within the
23 Premises.

24 **9.2** Lessor shall pay for all utility services within the leased space which
25 will be used in connection with the Leased Premises, including, but not limited
26 to, telephone (necessary for building alarm systems only), electric, building water,
27 natural gas, refuse collection and sewer services, as may be reasonably required in the
28 maintenance, operation and use of the Leased Premises. Lessor shall pay for

1 separately metered irrigation water and exterior lights or utilize County's engineered
2 estimate if on a shared meter.

3 **10. Repairs and Maintenance.**

4 **10.1 Lessor's Repair and Maintenance Obligations.** Lessor shall, at
5 Lessor's sole expense and in accordance with the terms of this Lease, repair, replace
6 and maintain in attractive condition, good order and function, excepting normal wear
7 and tear, throughout the term in accordance with Exhibit "F," General Construction
8 Specifications for Leased Facilities, (a) the structural portions of the Premises
9 (understood to include the roof, foundation and load bearing walls); (b) the
10 nonstructural portions of the Premises (understood to include the roof covering and
11 membrane) including, but not limited to, all improvements, alterations, fixtures, but
12 excluding furnishings; (c) all systems and equipment, including, but not limited to, Base
13 Premises Systems as heretofore described that serve the Premises; and (d) the
14 exterior portions of the Premises, and real property including, but not limited to,
15 landscaping, driveways, sidewalks, lighting and parking facilities servicing the
16 Premises. It is the intent of this paragraph that Lessor performs any and all building
17 repairs, replacements and maintenance. Lessor agrees to make all repairs to or
18 alterations of the Premises that may become necessary by reason of industry standard
19 for age, wear and tear, deferred maintenance or defects in any construction thereof by
20 Lessor.

21 **10.2 Lessor's Default.** Repairs shall be made promptly when
22 appropriate to keep the applicable portion of the Premises and other items in the
23 condition described in this Section. Lessor understands certain response time is
24 required to ensure County operations continue with minimal interruption to ensure the
25 safety of employees and delivery of services. The commencement of repairs within one
26 (1) business day from Lessors's receipt of County's written notice include electrical
27 power, HVAC operations and certain essential daily custodial services, except due to
28 events beyond the control of the Lessor. Lessor shall not be in default of its repair and

1 maintenance obligations under this Section 10, if Lessor commences the repairs and
2 maintenance within one (1) business day of the aforementioned areas and thirty (30)
3 days for all others after written notice by County to Lessor of the need for such repairs
4 and maintenance. If, due to the nature of the particular repair or maintenance
5 obligation, more than thirty (30) days are reasonably required to complete it, Lessor
6 shall not be in default under this Section 10 if Lessor begins work within this thirty (30)
7 day period and diligently pursues this work to completion.

8 **10.3 County's Right to Make Repairs and Deduct Cost.** If County
9 provides notice to Lessor of an event or circumstance that requires the action of Lessor
10 with respect to the replacement, repair or maintenance to the Premises or Base
11 Building Systems serving the Premises as set forth in Section 10.1 and Lessor fails to
12 provide such action as required by the terms of this Lease within the period specified in
13 Section 10.2, County may (but shall not be obligated to do so) take the required action
14 if: (1) County delivers to Lessor an additional written notice advising Lessor that County
15 intends to take the required action if Lessor does not begin the required repair or
16 maintenance within twenty four (24) hours, after the written notice; and (2) Lessor fails
17 to begin the required work within this twenty four (24) hour period.

18 **10.3.1** Lessor grants to County a license, effective during the
19 Lease Term, to enter upon those portions of the Premises access to which is
20 reasonably necessary for County to take such action.

21 **10.3.2** If such action was required under the terms of this Lease to
22 be taken by Lessor, County shall be entitled to prompt reimbursement by Lessor of
23 County's reasonable and customary costs and expenses in taking such action, plus
24 interest at the then prevailing legal rate of interest from the date these costs are
25 incurred until the date of Lessor's repayment. Lessor's obligation to reimburse County
26 shall survive expiration or earlier termination of this Lease.

27 **10.3.3** If, within thirty (30) days after receipt of County's written
28 demand for payment of County's costs incurred in taking such action on Lessor's



1 behalf, Lessor has not paid the invoice or delivered to County a detailed written
2 objection to it, County may deduct from Rent payable by County under this Lease the
3 amount set forth in the invoice, plus interest at the interest rate described above from
4 the date these costs are incurred until the date of County's Rent set off.

5 **10.4 Emergency Repairs.**

6 **10.4.1** An "Emergency Repair Situation" is defined as the
7 existence of any condition that requires prompt repair, replacement or service to
8 minimize the impact of an event or situation which affects County's ability to conduct
9 business in a neat, clean, safe and functional environment.

10 **10.4.2** If County notifies Lessor of an Emergency Repair Situation
11 which occurs in or about the Premises which is the responsibility of the Lessor to repair
12 or maintain, then Lessor shall commence appropriate repairs or maintenance
13 immediately after notice of the condition is given by County, which notice may be via
14 telephone, facsimile, personal contact or any other means, and Lessor shall thereafter
15 diligently pursue to completion said repairs or maintenance.

16 **10.4.3** If Lessor fails to commence repairs within twenty-four (24)
17 hours of the aforementioned notice, or if the County is unable to contact Lessor
18 or any designated agent within a reasonable time based upon the seriousness of the
19 event or situation, County may, but shall not be so obligated to, cause said repairs or
20 replacements to be made or such maintenance to be performed. Upon demand by
21 County, Lessor shall promptly reimburse County the actual cost and expenses thereof,
22 provided said costs and expenses are reasonable. Should Lessor fail to promptly pay
23 the cost and expenses, County may deduct and offset that amount from Rent payable
24 under this Lease.

25 **10.5 Periodic Services.** Lessor shall provide, or cause to be provided,
26 and pay for all Periodic Services, including, interior painting of common areas every
27 three years, if so requested by County; monthly pest control services; quarterly HVAC
28 standard preventative maintenance and changing of air filters; annual fire extinguisher

1 inspections; reset interior and exterior time clocks for time changes; annual roof
2 inspections and maintenance to include roof repairs/replacement; cleaning of roof
3 gutters, drains, and down spouts prior to rainy season.

4 **11. Alterations and Additions.**

5 **11.1 Improvements by Lessor.**

6 **11.1.1** Lessor recognizes and understands that any County
7 improvements requested by the County to be completed by Lessor during the term of
8 this Lease shall be undertaken according to Exhibit "B," Leasehold Improvement
9 Agreement, and Exhibit "F," General Construction Specifications for Leased Facilities.

10 **11.1.2** Prevailing wages are required for work done that falls within
11 the definition of "public works" under California Labor Code §1720. "Public works" are
12 defined as "construction, alteration, demolition, installation, or repair work done under
13 contract and paid for in whole or in part out of public funds...." For those projects
14 which are "public works" pursuant to Labor Code §1720.2, the following applies:

15 **11.1.2.1** Lessor shall require that Contractor shall comply with
16 prevailing wage requirements and be subject to restrictions and penalties in
17 accordance with §1770 et seq. of the Labor Code which requires prevailing wages be
18 paid to appropriate work classifications in all bid specifications and subcontracts.

19 **11.1.2.2** The Lessor shall require that Contractor shall furnish all
20 subcontractors/employees a copy of the Department of Industrial Relations prevailing
21 wage rates at which Lessor will post at the job site. All prevailing wages shall be
22 obtained by the Lessor/Contractor from:

23 Department of Industrial Relations
24 Division of Labor Statistics and Research
25 455 Golden Gate Avenue, 8th Floor
26 San Francisco, CA 94102

27 **11.1.2.3** Lessor shall require that Contractor shall comply with the
28 payroll record keeping and availability requirement of §1776 of the Labor Code.

1 **11.1.2.4** Lessor shall require that Contractor shall make travel and
2 subsistence payments to workers needed for performance of work in accordance with
3 §1773.8 of the Labor Code.

4 **11.1.2.5** Prior to commencement of work, Lessor shall require that
5 Contractor shall contact the Division of Apprenticeship Standards and comply with
6 §1777.5, §1777.6 and §1777.7 of the Labor Code and applicable regulations.

7 **11.1.3** Lessor shall comply and stay current with all applicable
8 local, state and federal building codes and laws as from time to time amended,
9 including, but not limited to, the Americans with Disabilities Act requirements in
10 providing the County with any requested County improvements.

11 **11.1.4** If any agency, division or department of any governmental
12 entity with appropriate jurisdiction condemns the Premises or any part of the Premises
13 as unsafe or not in conformity with any of the laws or regulations controlling their
14 construction, occupation or use, or orders or requires any alteration, repair or
15 reconstruction of the Premises the responsible party shall be the Lessor who at its sole
16 cost and expense (and without any right of reimbursement from County) immediately
17 effect all necessary alterations and repairs required for the Premises full and exact
18 compliance.

19 **11.1.5** Lessor shall cause all County improvements to be lien free,
20 completed at Lessor's cost in a workmanlike manner and in compliance with all
21 applicable law.

22 **11.1.6** County agrees when requested by Lessor to execute and
23 deliver any applications, consents or other instruments required to permit Lessor to
24 complete such County improvements or to obtain permits for the work.

25 **11.1.7** Post occupancy tenant improvements requested by County
26 and completed by Lessor shall be reimbursed by County at Lessor's cost plus 10%.
27 Lessor's invoices for such improvements shall be itemized according to material, sales
28 tax, labor, and Lessor's 10% overhead handling charge.

1 **11.1.8** Due to County fiscal year funding and accounting practices,
2 any costs due to Lessor for reimbursement of tenant improvements during the term
3 must be invoiced and received by the County prior to May 1st of each fiscal year in
4 which services to County were provided to ensure payment.

5 **11.2 Improvements by County.**

6 **11.2.1** Any alterations, improvements or installation of fixtures to
7 be undertaken by County shall have the prior written consent of Lessor. Such consent
8 shall not be unreasonably withheld, conditioned or delayed by Lessor.

9 **11.2.2** All alterations and improvements made, and fixtures
10 installed, by County shall remain County property and may be removed by County at or
11 prior to the expiration of this Lease; provided, however, that such removal does not
12 cause injury or damage to the Leased Premises beyond normal wear and tear.

13 **11.3 Communications Equipment.** County may, from time to time,
14 install maintain, replace and/or remove any satellite dishes, links, duct bank or
15 antennas on the grounds, roof and/or exterior walls or parapet of the Premises as
16 County deems reasonably necessary or desirable, provided County shall first obtain
17 Lessor's written approval, which approval shall not be unreasonably withheld,
18 conditioned, or delayed. Upon the removal by County of any such satellite dishes, links
19 or antennas, County shall repair any damage incurred in connection with such removal.

20 **12. Exculpation, Indemnification, and Insurance.**

21 **12.1 Exculpation.** To the fullest extent permitted by law, and subject to
22 Section 12.2.2 herein below, Lessor, on its behalf and on behalf of all Lessor Parties,
23 as hereinafter defined, waives all claims (in law, equity, or otherwise) against County
24 Parties, as hereinafter defined, arising out of, knowingly and voluntarily assumes the
25 risk of, and agrees that County Parties shall not be liable to Lessor Parties for any of
26 the following: (1) injury to or death of any person; or (2) loss of, injury or damage to, or
27 destruction of any tangible or intangible property, including the resulting loss of use,
28 economic losses, and consequential or resulting damage of any kind from any cause.



1 County Parties shall not be liable under this Section regardless of whether the liability
2 results from any active or passive act, error, omission, or negligence of any of County
3 Parties; or is based on claims in which liability without fault or strict liability is imposed
4 or sought to be imposed on any of County Parties. This exculpation Section shall not
5 apply to claims against County Parties to the extent that a final judgment of a court of
6 competent jurisdiction establishes that the injury, loss, damage, or destruction was
7 proximately caused by County Parties' fraud, willful injury to person or property, or
8 violation of law.

9 **12.1.1 Definition of "County Parties" and "Lessor Parties."**

10 For purposes of this Section 12, the term "County Parties" refers singularly and
11 collectively to County, Special Districts, their respective Directors, Officers, Board of
12 Supervisors, , and employees, as well as to all persons and entities claiming through
13 any of these persons or entities. The term "Lessor Parties" refers singularly and
14 collectively to Lessor and the partners, venturers, trustees, and ancillary trustees of
15 Lessor and the respective officers, directors, shareholders, members, parents,
16 subsidiaries, and any other affiliated entities, personal representatives, executors,
17 heirs, assigns, licensees, invites, beneficiaries, servants, and employees of these
18 persons or entities.

19 **12.1.2 Survival of Exculpation.** The paragraphs of this Section

20 12 shall survive the expiration or earlier termination of this Lease until all claims within
21 the scope of this Section 12 are fully, finally, and absolutely barred by the applicable
22 statutes of limitations.

23 **12.1.3 Lessor's Acknowledgment of Fairness.** Lessor

24 acknowledges that this Section 12 was negotiated with County, that the consideration
25 for it is fair and adequate, and that Lessor had a fair opportunity to negotiate, accept,
26 reject, modify, or alter it.

27
28

1 **12.1.4 Waiver of Civil Code Section 1542.** With respect to the
2 exculpation provided in this Section 12, Lessor waives the benefits of Civil Code
3 Section 1542, which provides:

4 A general release does not extend to claims which the creditor does not know or
5 suspect to exist in his favor at the time of executing the release, which if known by him
6 must have materially affected his settlement with the debtor.

7 **12.2 Indemnification and Hold Harmless.**

8 **12.2.1** Lessor shall indemnify and hold harmless the County
9 Parties from any liability, including but not limited to, property damage, bodily damage,
10 bodily injury, or death, or from any services provided by Lessor Parties or any act,
11 error, omission, of Lessor Parties or of any invitee, guest, or licensee of Lessor in, on,
12 or about the Project arising out of, from or in any way relating to Lessor's obligations
13 under this Lease. When indemnifying County Parties, Lessor shall defend at its sole
14 cost and expense, including but not limited to, attorney fees, cost of investigation,
15 defense and settlements or awards, on behalf of the County parties in any claim or
16 action based upon such liability.

17 **12.2.2** County shall indemnify and hold harmless the Lessor
18 Parties from any liability whatsoever, including but not limited to, property damage,
19 bodily injury, or death, based or asserted on events which may occur within the County
20 leased premises and is under the control of the County arising out of or from its use
21 and occupancy relating to this Lease or County's obligations under this Lease. County
22 Parties shall not indemnify Lessor Parties for liability arising within the County leased
23 Premises when such liability arose out of or from Lessor's responsibilities under the
24 terms of this Lease. County shall defend at its sole cost and expense, including but not
25 limited to, attorney fees, cost of investigation, defense and settlements or awards, on
26 behalf of the Lessor Parties in any claim or action based upon such liability.

27 **12.2.3** With respect to any action or claim subject to
28 indemnification herein, the indemnifying party shall, at their sole cost, have the right to

1 use counsel of their choice and shall have the right to adjust, settle, or compromise any
2 such action or claim without the prior consent of the indemnified party; provided,
3 however, that any such adjustment, settlement or compromise in no manner
4 whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as
5 set forth herein.

6 **12.2.4** The indemnifying party's obligation hereunder shall be
7 satisfied when they have provided the indemnified party the appropriate form of
8 dismissal relieving the indemnified party from any liability for the action or claim
9 involved.

10 **12.2.5** The specified insurance limits required in this Lease shall in
11 no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth
12 herein.

13 **12.2.6** In the event there is conflict between this clause and
14 California Civil Code Section 2782, this clause shall be interpreted to comply with Civil
15 Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to
16 provide indemnification to the fullest extent allowed by law.

17 **12.2.7 Survival of Indemnification.** The paragraphs of this
18 Section 12 shall survive the expiration or earlier termination of this Lease until all
19 claims against County Parties involving any of the indemnified matters are fully, finally,
20 and absolutely barred by the applicable statutes of limitations.

21 **12.3 Insurance.**

22 **12.3.1 Lessor's Insurance.** Without limiting or diminishing any
23 indemnification contained within this Lease, Lessor and/or their authorized
24 representatives, including, if any, a property management company, shall procure and
25 maintain or cause to be maintained, at its sole cost and expense, the following
26 insurance coverage during the term of this Lease:

27 **12.3.1.1 Workers' Compensation.** Workers' Compensation
28 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy

1 shall include Employers' Liability (Coverage B) including Occupational Disease with
2 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed
3 to waive subrogation in favor of The County of Riverside.

4 **12.3.1.2 Commercial General Liability.** Commercial
5 General Liability Insurance coverage, including but not limited to, premises liability,
6 contractual liability, products/completed operations, personal and advertising injury,
7 cross liability coverage and employment practices liability covering bodily injury,
8 property damage, and personal injury arising out of or relating, directly or indirectly, to
9 the design, construction, maintenance, repair, alteration and ownership of the
10 Premises and all areas appurtenant thereto including claims which may arise from or
11 out of Lessor's operations, use, and management of the Premises, or the performance
12 of its obligations hereunder. Policy shall name the County of Riverside, its Special
13 Districts, Agencies, Districts and Departments, their respective Directors, Officers,
14 Board of Supervisors, elected and appointed officials and, employees as an Additional
15 Insured. Policy limits shall not be less than \$1,000,000 per occurrence. If such
16 insurance contains a general aggregate limit, it shall apply separately to this Lease or
17 be no less than two (2) times the occurrence limit.

18 **12.3.1.3 Vehicle Liability.** If vehicles or licensed
19 mobile equipment are used on the Project, Lessor shall maintain auto liability insurance
20 for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000
21 per occurrence combined single limit. Policy shall name the County of Riverside, its
22 Special Districts, Agencies, Districts, and Departments, their respective Directors,
23 Officers, Board of Supervisors, elected and appointed officials and employees as
24 Additional Insured.

25 **12.3.1.4 Property (Physical Damage).**

26 (a) All-Risk real property insurance coverage,
27 including earthquake and flood, if applicable, for the full replacement cost value of
28 buildings, structures, fixtures, all improvements therein, and building systems on the

1 Project as the same exists at each early anniversary of the term. Policy shall include
2 Business Interruption and Extra Expense. Policy shall name the County as a Loss
3 Payee as their interests may appear.

4 (b) Boiler and Machinery insurance providing
5 coverage for at least, but not limited to, all high voltage electrical and rotating
6 mechanical equipment on a full replacement cost value basis. Policy shall provide
7 Business Interruption and Extra Expense. Policy shall name the County as a Loss
8 Payee as their interests may appear.

9 (c) During such time, prior to the commencement
10 of this Lease while Lessor is preparing the Premises in accordance with Exhibit "B,"
11 Lessor shall keep or require its Contractor to keep in full force and effect, a policy of
12 Course of Construction Insurance covering loss or damage to the Premises for the full
13 replacement value of such work. The Named Insured shall include the Lessor, County
14 and Contractor as their interests appear. Lessor or their Contractor shall be
15 responsible for any deductible payments that result from a loss at the Premises under
16 this coverage. If, at the time of any loss to the property described on Exhibit "B," it is
17 determined that the insurance has not been carried or the insurance does not cover the
18 loss of property being installed, the Lessor shall be responsible to pay the loss without
19 contribution from the County.

20 **12.3.1.5 General Insurance Provisions – All Lines.**

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

27 (b) The Lessor or Lessor's insurance carrier(s)
28 must declare its insurance deductibles or self-insured retentions. If such deductibles or

1 self-insured retentions exceed \$500,000.00 per occurrence such deductibles and/or
2 retentions shall have the prior written consent of the County Risk Manager before the
3 commencement of the Lease term. Upon notification of deductibles or self insured
4 retentions which are deemed unacceptable to the County, at the election of the
5 County's Risk Manager, Lessor's carriers shall either: 1) reduce or eliminate such
6 deductibles or self-insured retentions as respects this Agreement with the County, or 2)
7 procure a bond which guarantees payment of losses and related investigations, claims
8 administration, defense costs and expenses.

9 (c) At the inception of this Lease and annually at
10 the Lessor's insurance policy renewal date(s), the Lessor shall cause their insurance
11 carrier(s) to furnish the County of Riverside with 1) a properly executed original
12 Certificate(s) of Insurance and certified original copies of Endorsements effecting
13 coverage as required herein; or, 2) if requested to do so orally or in writing by the
14 County Risk Manager, provide original Certified copies of policies including all
15 Endorsements and all attachments thereto, showing such insurance is in full force and
16 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant
17 of the insurance carrier(s) shall provide no less than thirty (30) days written notice be
18 given to the County of Riverside prior to any material modification or cancellation of
19 such insurance. In the event of a material modification or cancellation of coverage, this
20 Lease shall terminate forthwith, unless the County of Riverside receives, prior to such
21 effective date, another properly executed original Certificate of Insurance and original
22 copies of endorsements or certified original policies, including all endorsements and
23 attachments thereto evidencing coverage and the insurance required herein is in full
24 force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf
25 shall sign the original endorsements for each policy and the Certificate of Insurance.
26 The Lease term shall not commence until the County of Riverside has been furnished
27 original Certificates(s) of Insurance and certified original copies of endorsements or
28



1 policies of insurance including all endorsements and any and all other attachments as
2 required in this Section.

3 (d) It is understood and agreed by the parties
4 hereto and the Lessor's insurance company(s) that the Certificate(s) of Insurance and
5 policies shall so covenant and shall be construed as primary insurance, and the
6 County's insurance and/or deductibles and/or self-insured retentions or self-insured
7 programs shall not be construed as contributory.

8 **12.3.2 County's Insurance:** County maintains funded programs
9 of Self-Insurance. County shall provide to Lessor a Certificate of Self-Insurance
10 evidencing the County's Self-Insurance for the following coverage, if so requested by
11 Lessor:

12 12.3.2.1 Workers' Compensation \$1,000,000 per occurrence

13 12.3.2.2 Commercial General Liability \$1,000,000 per occurrence

14 12.3.2.3 Automobile Liability \$1,000,000 per occurrence

15 **13. Damage and Destruction.**

16 **13.1 Repair of Damage.** County agrees to notify Lessor in writing
17 promptly of any damage to the Premises resulting from fire, earthquake, or any other
18 identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the
19 Premises, whether covered by insurance or not, are damaged by a Casualty, or the
20 Casualty results in the Premises not being provided with Base Building Systems or
21 parking facilities, and if neither Lessor nor County has elected to terminate this Lease
22 under this Section 13, Lessor shall promptly and diligently restore Premises, the
23 County Improvements originally constructed by Lessor, Base Building Systems, and
24 County's parking facilities to substantially the same condition as existed before the
25 Casualty, subject to modifications required by building codes and other laws. If County
26 requests that Lessor make any modifications to the County Improvements in
27 connection with the rebuilding, Lessor may condition its consent to those modifications
28 on: (a) confirmation by Lessor's contractor that the modifications shall not increase the

1 time needed to complete the County Improvements; or (b) an agreement by County
2 that the additional construction period shall not extend the rent abatement period.

3 **13.2 Repair Period Notice.** Lessor shall, within thirty (30) days after
4 the date of the Casualty, provide written notice to County indicating the anticipated
5 period for repairing the Casualty ("Repair Period Notice"). The Repair Period Notice
6 shall be accompanied by a certified statement executed by the Contractor retained by
7 Lessor to complete the repairs or, if Lessor has not retained a Contractor, a licensed
8 Contractor not affiliated with Lessor, certifying the Contractor's opinion about the
9 anticipated period for repairing the Casualty. The Repair Period Notice shall also state,
10 if applicable, Lessor's election either to repair or to terminate the Lease under Section
11 13.3.

12 **13.3 Lessor's Option to Terminate or Repair.** Lessor may elect
13 either to terminate this Lease or to effectuate repairs if: (a) the Repair Period Notice
14 estimates that the period for repairing the Casualty exceeds one hundred eighty (180)
15 days from the date of the Casualty; or (b) the estimated repair cost of the Premises,
16 even though covered by insurance, exceeds fifty percent (50%) of the full replacement
17 cost.

18 **13.4 County's Option to Terminate.** If (a) the Repair Period Notice
19 provided by Lessor indicates that the anticipated period for repairing the Casualty
20 exceeds one hundred eighty (180) days, or (b) notwithstanding the above, in the event
21 of a substantial or total casualty to the Premises or improvements, County may by
22 written notice to Lessor within thirty (30) days after such damage or destruction of its
23 intention to terminate this Lease, elect to terminate this Lease by providing written
24 notice (County's Termination Notice) to Lessor within thirty (30) days after receiving the
25 Repair Period Notice. If County does not elect to terminate within said thirty (30) day
26 period, County shall be considered to have waived its' option to terminate.

27 **13.5 Rent Abatement Due to Casualty.** Lessor and County agree that
28 County's Rent shall be fully abated during the period beginning on the later of: (a) the

1 date of the Casualty; or (b) the date on which County ceases to occupy the Premises
2 and ending on the date of Substantial Completion of Lessor's restoration obligations as
3 provided in this Section 13 ("Abatement Period"). If, however, County is only able to
4 occupy a portion of the Premises, Rent shall be abated during the Abatement Period
5 only for the portion of the Premises not occupied by County.

6 **13.6 Damage Near End of Term.** Despite any other provision of this
7 Section 13, if the Premises are destroyed or damaged by a Casualty during the last
8 eighteen (18) months of the original Lease Term, Lessor and County shall each have
9 the option to terminate this Lease by giving written notice to the other of the exercise of
10 that option within thirty (30) days after that damage or destruction, provided, however,
11 County may negate Lessor's election to terminate under this Section 13.6 by electing,
12 within ten (10) days after receipt of Lessor's termination notice, to exercise any
13 unexercised option to extend this Lease. If County negates Lessor's election, this
14 Lease shall continue in effect unless Lessor has the right to, and elects to, terminate
15 this Lease under Section 13.3.

16 **13.7 Effective Date of Termination; Rent Apportionment.** If Lessor
17 or County elects to terminate this Lease under this Section 13 in connection with a
18 Casualty, this termination shall be effective thirty (30) days after delivery of notice of
19 such election. County shall pay Rent, properly apportioned up to the date of the
20 Casualty. After the effective date of the termination, Lessor and County shall be
21 discharged of all future obligations under this Lease, except for those provisions that,
22 by their terms, survive the expiration or earlier termination of the Lease.

23 **13.8 Waiver of Statutory Provisions.** The provisions of this Lease,
24 including those in this Section 13, constitute an express agreement between Lessor
25 and County that applies in the event of any Casualty to the Premises. Lessor and
26 County, therefore, fully waive the provisions of any statute or regulation, for any rights
27 or obligations concerning a Casualty including California Civil Code Sections 1932(2)
28 and 1933(4).

1 **13.9 Release on Termination.** In the event of any termination of this
2 Lease in accordance with Section 13, the Parties shall be released there from without
3 further obligation to the other Party, except as may otherwise be specifically set forth in
4 this Lease and items that have accrued and are unpaid.

5 **14. Eminent Domain.**

6 **14.1 Total Condemnation.** If all of the Premises are condemned by
7 eminent domain, inversely condemned, or sold in lieu of condemnation for any public or
8 quasi-public use or purpose, this Lease will terminate as of the date of title vesting in
9 that proceeding and the Rent will be abated from the date of termination.

10 **14.2 Partial Condemnation.** If any portion of the Premises is
11 condemned by eminent domain, inversely condemned, or sold in lieu of condemnation
12 for any public or quasi-public use or purpose and the partial condemnation renders the
13 Premises unusable for County's business, this Lease will terminate as of the date of
14 title vesting or order of immediate possession in that proceeding and the Rent will be
15 abated to the date of termination. If the partial condemnation does not render the
16 Premises unusable for the business of County and less than a substantial portion of the
17 Premises is condemned, Lessor must promptly restore the Premises to the extent of
18 any condemnation proceeds recovered by Lessor, excluding the portion lost in the
19 condemnation, and/or make available to County additional space within the building,
20 and this Lease will continue in full force, except that after the date of the title vesting,
21 the Rent will be adjusted, as reasonably determined by Lessor and County.

22 **14.3 Award.** If the Premises are wholly or partially condemned, Lessor
23 will be entitled to the entire award paid for the condemnation, and County waives any
24 claim to any part of the award from Lessor or the condemning authority. County,
25 however, will have the right to recover from the condemning authority any
26 compensation that may be separately awarded to County in connection with costs in
27 removing County's merchandise, furniture, fixtures, leasehold improvements, and
28 equipment to a new location.



1 **14.4 Temporary Condemnation.** In the event of a temporary
2 condemnation, this Lease will remain in effect, County will continue to pay Rent, and
3 County will receive any award made for the condemnation. If a temporary
4 condemnation remains in effect at the expiration or earlier termination of this Lease,
5 County will pay Lessor the reasonable cost of performing any obligations required of
6 County with respect to the surrender of the Premises. If a temporary condemnation is
7 for a period that extends beyond the Term, this Lease will terminate as of the date of
8 occupancy by the condemning authority and any award will be distributed in
9 accordance with Section 14.3.

10 **15. Estoppel Certificates.**

11 **15.1** Within twenty (20) business days after receipt of a written request
12 by either party, the other party shall execute and deliver to the requesting party an
13 Estoppel Certificate, in the form of the attached Exhibit "G," indicating in the certificate
14 any exceptions to the statements in the certificate that may exist at that time.

15
16 **16. Subordination, Non-Disturbance, and Attornment.**

17 **16.1 Subordination, Non-Disturbance, and Attornment Agreement.**

18 To carry out the purposes of Section 16.2 and Section 16.3, and from time to time
19 during the Term of the Lease as may be reasonably requested, the Parties agree to
20 execute a Subordination, Non-Disturbance and Attornment Agreement in the form set
21 forth in the attached Exhibit "H,"

22 **16.2 Subordination.** County agrees that within forty-five (45) business
23 days after Lessor's written request, it shall execute the agreement referred to in
24 Section 16.1 that Lessor reasonably considers necessary to evidence or confirm the
25 subordination or inferiority of this Lease to the lien of any mortgage, deed of trust or
26 other encumbrance of the Premises or any renewal, extension, modification,
27 replacement thereof, provided however, that such Subordination Agreement shall be
28 strictly limited to matters contained in the Agreement referred to in Section 16.1 and no

1 such Subordination Agreement shall materially increase any of County's obligations or
2 materially decrease any of County's rights under this Lease, nor shall the possession of
3 County be disturbed, by reason of any foreclosure, sale or other action under any such
4 trust deed, mortgage or other encumbrance.

5 **16.3 Attornment.** If Lessor's interest in the Premises passes to a
6 successor, and provided County has received the Non-Disturbance agreement referred
7 to in Section 16.1, County shall, upon the earlier to occur of (a) close of escrow, or (b)
8 within forty-five (45) business days after Lessor's transferee's request, execute the
9 agreement referred to in Section 16.1, thereby agreeing to attorn and to recognize the
10 transferee as the Lessor under this Lease; provided the transfer of Lessor's interest in
11 the Premises was by sale, lease, foreclosure, deed in lieu of foreclosure, exercise of
12 any remedy provided in any encumbrance or operation of law.

13 **17. Breach by Lessor.**

14 **17.1 Lessor's Default.** Except as provided to the contrary in this
15 Lease, Lessor's failure to perform any of its obligations under this Lease shall
16 constitute a default by Lessor under the Lease if the failure continues for thirty (30)
17 days after written notice of the failure from County to Lessor. If the required
18 performance cannot be completed within thirty (30) days, Lessor's failure to perform
19 shall constitute a default under the Lease unless Lessor undertakes to cure the failure
20 within thirty (30) days and diligently and continuously attempts to complete this cure as
21 soon as reasonably possible.

22 **17.2 County's Right to Cure Lessor's Default and Deduct Cost.**

23 Except as provided to the contrary in this Lease, if County provides notice to Lessor of
24 Lessor's failure to perform any of its obligations under this Lease and Lessor fails to
25 provide such action as required by the terms of this Lease within the period specified,
26 County may take the required action if: (a) County delivers to Lessor an additional
27 written notice advising Lessor that County intends to take the required action if Lessor
28

1 does not begin the required action within ten (10) days after the written notice; and (b)
2 Lessor fails to begin the required action within this ten (10) day period.

3 **17.3 Rent Setoff.** If, within thirty (30) days after receipt of County's
4 written demand for payment of County's costs incurred in taking action authorized by
5 the terms of the Lease on Lessor's behalf, Lessor has not paid the invoice or delivered
6 to County a detailed written objection to it, County may deduct from Rent payable by
7 County under this Lease the amount set forth in the invoice, including transaction costs
8 and attorneys' fees, plus interest at the then legal rate of interest from the date these
9 costs are incurred until the date of County's Rent setoff.

10 **18. Lessor's Representations and Warranties.** Lessor represents and
11 warrants to County that:

12 **18.1 Title.** County's Leasehold interest in the Premises is free and
13 clear of restrictions which would restrict County's rights under this Lease.

14 **18.2 Certificate of Authority.** Lessor covenants that it is a duly
15 constituted under the laws of the state of its organization, and that the person(s) who is
16 acting as its signatory in this Lease is duly authorized and empowered to act for and on
17 behalf of the Lessor. Lessor shall furnish County prior to the execution hereof with
18 evidence of the authority of the signatory to bind the entity or trust as contemplated
19 herein.

20 **18.3 No Litigation.** There are no judicial, quasi-judicial, administrative
21 or other orders, injunctions, moratoria or pending proceedings against Lessor or the
22 Premises which preclude or interfere with, or would preclude or interfere with, the
23 construction contemplated herein or the occupancy and use of the Premises by County
24 for the purposes herein contemplated.

25 **18.4 Easements.** Lessor shall not (a) subdivide, parcel or otherwise
26 divide the Premises, (b) create, modify or terminate any ingress or egress to or from
27 the premises, or (c) create any easements in the Premises, without County's prior
28 written approval.



1 **19. Miscellaneous.**

2 **19.1 Quiet Enjoyment.** Lessor covenants that County shall at all times
3 during the term of this Lease peaceably and quietly have, hold and enjoy the use of the
4 Premises so long as County shall fully and faithfully perform the terms and conditions
5 that it is required to do under this Lease. If the Premises are part of a building shared
6 with other tenants of Lessor, during County's tenancy, Lessor may make or permit
7 other tenants to make alterations, renovations and improvements to those portions of
8 the building not occupied by County. Lessor covenants for itself and anyone deriving
9 title from or holding title under Lessor that County's access, ingress, loading and
10 unloading and sufficient parking for County's business shall not unreasonably be
11 obstructed nor shall the daily business of County be disrupted as a result of such
12 alterations, renovations and improvements.

13 **19.2 Non-Waiver.** No waiver of any provision of this Lease shall be
14 implied by any failure of either party to enforce any remedy for the violation of that
15 provision, even if that violation continues or is repeated. Any waiver by a party of any
16 provision of this Lease must be in writing. Such written waiver shall affect only the
17 provision specified and only for the time and in the manner stated in the writing.

18 **19.3 Binding on Successors.** The terms and conditions herein
19 contained shall apply to and bind the heirs, successors in interest, executors,
20 administrators, representatives and assigns of all the Parties hereto.

21 **19.4 Severability.** The invalidity of any provision in this Lease as
22 determined by a court of competent jurisdiction shall in no way affect the validity of any
23 other provision hereof.

24 **19.5 Venue.** Any action at law or in equity brought by either of the
25 Parties hereto for the purpose of enforcing a right or rights provided for by this Lease
26 shall be tried in a court of competent jurisdiction in the County of Riverside, State of
27 California, and the Parties hereto waive all provisions of law providing for a change of
28 venue in such proceedings to any other county.



1 **19.6 Attorneys' Fees.** In the event of any litigation or arbitration
2 between Lessor and County to enforce any of the provisions of this Lease or any right
3 of either party hereto, the unsuccessful party to such litigation or arbitration agrees to
4 pay to the successful party all costs and expenses, including reasonable attorneys'
5 fees, incurred therein by the successful party, all of which shall be included in and as a
6 part of the judgment rendered in such litigation or arbitration.

7 **19.7 County's Representative.** County hereby appoints the
8 Assistant County Executive Officer/EDA as its authorized representative to administer
9 this Lease.

10 **19.8 Agent for Service of Process.** It is expressly understood and
11 agreed that in the event Lessor is not a resident of the State of California or it is an
12 association or partnership without a member or partner resident of the State of
13 California, or it is a foreign corporation, then in any such event, Lessor shall file with
14 County's Assistant County Executive Officer/EDA, upon its execution hereof, a
15 designation of a natural person residing in the State of California, giving his or her
16 name, residence and business addresses, as its agent for the purpose of service of
17 process in any court action arising out of or based upon this Lease, and the delivery to
18 such agent of a copy of any process in any such action shall constitute valid service
19 upon Lessor. It is further expressly understood and agreed that if for any reason
20 service of such process upon such agent is not feasible, then in such event, Lessor
21 may be personally served with such process out of this county and that such service
22 shall constitute valid service upon Lessor. It is further expressly understood and
23 agreed that Lessor is amenable to the process so served, submits to the jurisdiction of
24 the court so obtained and waives any and all objections and protests thereto.

25 **19.9 Entire Lease.** This Lease is intended by the Parties hereto as a
26 final expression of their understanding with respect to the subject matter hereof and as
27 a complete and exclusive statement of the terms and conditions thereof and
28 supersedes any and all prior and contemporaneous leases, agreements and



1 understandings, oral or written, in connection therewith. This Lease may be changed
2 or modified only upon the written consent of the Parties hereto.

3 **19.10 Interpretation.** The Parties hereto have negotiated this Lease at
4 arms length and have been advised by their respective attorneys, or if not represented
5 by an attorney, represent that they had an opportunity to be so represented and no
6 provision contained herein shall be construed against County solely because it
7 prepared this Lease in its executed form.

8 **19.11 Time of Essence.** Time is of the essence with respect to the
9 performance of all obligations to be performed or observed by the Parties under this
10 Lease.

11 **19.12 Recording.** Either Lessor or County shall, upon request of the
12 other, execute, acknowledge and deliver to the other a short form memorandum
13 of this Lease for recording purposes. The Party requesting recordation shall be
14 responsible for payment of any fees applicable thereto.

15 **19.13 Consent.** Whenever Lessor's or County's consent is required
16 under any provision of this Lease, it shall not be unreasonably withheld, conditioned or
17 delayed.

18 **19.14 Title.** Lessor covenants that Lessor is well seized of and has
19 good title to the Premises, and Lessor does warrant and will defend the title thereto,
20 and will indemnify County against any damage and expense which County may suffer
21 by reason of any lien, encumbrance, restriction or defect in title or description herein of
22 the Premises. If, at any time, Lessor's title or right to receive Rent and any other sums
23 due hereunder is disputed, County may withhold such sums thereafter accruing until
24 County is furnished satisfactory evidence as to the Party entitled thereto.

25 **19.15 Conveyance by Lessor.** Should Lessor convey the Premises,
26 all rights and obligations inuring to the Lessor by virtue of this Lease shall pass to the
27 grantee named in such conveyance, and the grantor shall be relieved of all obligations
28 or liabilities hereunder, except those theretofore accrued and not discharged.



1 **19.16 Mechanic's Liens.** If any mechanic's or materialmen's lien or
2 liens shall be filed against the Premises for work done or materials furnished to a Party,
3 that Party shall, at its own cost and expense, cause such lien or liens to be discharged
4 within fifteen (15) days after notice thereof by filing or causing to be filed a bond or
5 bonds for that purpose. In the event any notice preliminary to establishing such a lien
6 (such as the California Preliminary 20-Day Notice) is served on Lessor for work done
7 on the Premises, Lessor shall immediately forward a copy of such notice to Lessee.

8 **19.17 Surrender.** County shall, after the last day of the term or any
9 extension thereof or upon any earlier termination of such term, surrender and yield up
10 to Lessor the Premises in good order, condition and state of repair, reasonable wear
11 and tear and damage by fire or other casualty excepted. County may, but shall not be
12 required to: (a) patch or paint any walls/surfaces; (b) remove any leasehold
13 improvements constructed or installed prior to or during the term of this Lease or any
14 extension thereof; or (c) remove any fixtures or equipment installed prior to or during
15 the term of this Lease or any extension thereof.

16 **19.18 Notice.** Except as expressly provided elsewhere in this Lease, all
17 notices and other communication required under this Lease shall be in writing and
18 delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United
19 States mail; or (b) via an overnight courier that provides written evidence of delivery
20 and addressed to the Party hereto to whom the same is directed at the addresses set
21 forth in Section 19.18 herein. Either Party hereto may from time to time change its
22 mailing address by written notice to the other Party.

23 **County's Notification Address:**

24 County of Riverside
25 Economic Development Agency – Real Estate Division
26 3403 Tenth St., Suite 500
27 Riverside, California 92501
28 Attention: Deputy Director of Real Estate

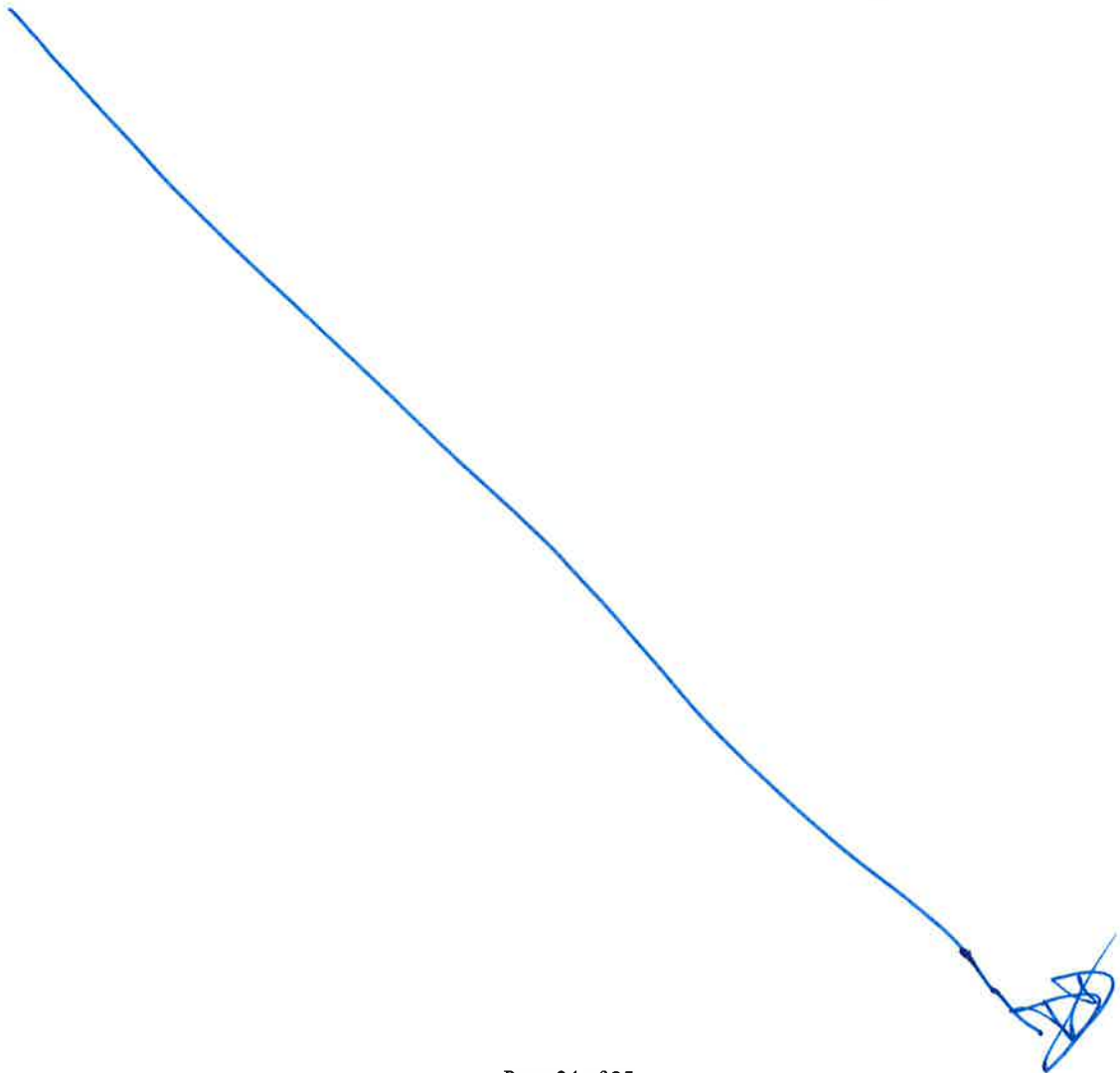


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Lessor's Notification Address:

Banning Office Ventures, LLC
4540 Duckhorn Drive, Suite 100
Sacramento, CA 95834
Attention: Manager

19.19 Authority. If Lessor is a corporation, general or limited partnership or individual owner, each individual executing this Lease on behalf of said corporation, partnership, or individual represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Lease and that this Lease is binding upon said corporation and/or partnership or individual.



1 **19.20 Approval of Supervisors.** Anything to the contrary notwithstanding, this
2 Lease shall not be binding or effective until its approval and execution by the Chairman
3 of the Riverside County Board of Supervisors.

4 Dated: _____
5

6
7 LESSEE:
8 COUNTY OF RIVERSIDE

LESSOR:
BANNING OFFICE VENTURE, LLC

9
10 By: _____

11 Jeff Stone, Chairman
12 Board of Supervisors

By: _____


Dorene C. Dominguez
Manager, of Banning Office
Venture, LLC

13 ATTEST:
14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: _____
17 Deputy

18 APPROVED AS TO FORM:
19 Pamela J. Walls
20 County Counsel

21 By: 
22 Patricia Munroe
23 Deputy County Counsel
24
25
26

27 CE:sl/101713/001PR/16.258 _ S:\Real Property\TYPING\Docs-16.000 to 16.499\16.258.doc
28