

(b) In the event County fails to exercise the Option to Purchase as set forth in this Section by the end of Year (10) ten of the Original Term, the Original Term of this Lease shall be automatically extended by five (5) years for a total term of Twenty (20) Years as set forth in Section 4 of this Lease, and County shall have continuing rights to exercise their Option to Purchase as provided in this Section from Year (10) ten to Year (20) twenty of the Term of the Lease and any successive Extension Periods.

(c) Lessor represents and warrants that it has the right to acquire the fee simple title the Property and Lessor or an affiliate or subsidiary of Lessor shall be the record owner thereof prior to the Commencement Date.

## **7. Compliance.**

**7.1 Compliance.** Lessor warrants that upon the Commencement Date, the Premises and improvements on the Premises shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances ("Applicable Requirements") in effect on the Commencement Date of this Lease. If the Premises do not comply with said warranty, Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense. If the Applicable Requirements are hereinafter changed so as to require during the Term of this Lease, unless same is the result of the use to which County puts the Premises, the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance as hereinafter defined, or the reinforcement or other physical modification of the Premises Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense as long as County's use of the Premises remains as its initial use or a use no more demanding from a compliance prospective.

**7.2 California Environmental Quality Act.** Lessor warrants the property will be developed in full compliance with all pertinent California Environmental Quality Act ("CEQA") requirements for new construction in the jurisdiction. This Lease is

contingent on the Lessor obtaining all required environmental and land use permits, including CEQA compliance with any applicable public agencies. The Lease between the County and the Lessor is not deemed to be an approval pursuant to CEQA for any specific development or project and does not commit any public agency, including the City of Corona, to a definite course of action regarding the project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to full CEQA compliance. Further, in the event of any action challenging the legality of such compliance related to any of the proposed uses of the property, the Lessor shall indemnify, defend, and hold harmless the County, its divisions, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives at its sole cost and expense, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the County in any claim or action based upon such liability.

**7.3 Americans with Disabilities.** Lessor warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24, as amended from time to time and regulations issued pursuant thereto and in effect from time to time as of the Commencement Date. Any cost incurred to cause the Premises to comply with said Act throughout the Term shall be borne by Lessor as long as the County's initial use remains the same.

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

**7.5 Hazardous Substance.** It is the intent of the Parties to construe the term "Hazardous Substances" in its broadest sense. Hazardous Substance shall be defined as any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises; (b) regulated or monitored by any governmental authority;

or (c) a basis for potential liability of County to any governmental agency or third party under any applicable statute or common law theory.

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

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

thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions, administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and costs incurred in enforcing this indemnity. The representation, warranty and indemnity of County described in this Paragraph shall survive the termination or expiration of this Lease.

**7.6 Sick Building Syndrome.** Lessor warrants and represents that as of the Commencement Date, the Premises shall be constructed, operated, and maintained to reduce the occurrence of certain hazards, including, but not limited to: spores, fungus, molds, bacteria, chemicals or fumes or other causes of any hazardous micro-environments, sometimes known as "Sick Building Syndrome," emanating from or within the Premises that may potentially cause discomfort, bodily injury, sickness or death. Should it be determined that remediation is necessary based on a report by a trained investigator, Lessor will promptly contract with a qualified and experienced company to safely remove the micro-environments using remediation guidelines recommended or required by the appropriate governmental agency. Any cost incurred to cause the Premises to be free of such hazard shall be borne by Lessor. Notwithstanding the foregoing, any such hazardous condition for which the County is determined to be the cause of shall cause the County to be responsible for such remediation and related cost.

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

## **8. Custodial Services.**

**8.1 Custodial Services.** Lessor shall provide, or cause to be provided, and pay for all custodial services in connection with the Premises and such services shall be provided as set forth in the attached Exhibit "E." The provider of such custodial

services will perform background checks through LiveScan or in the manner specified by County, of qualified permanent and temporary employees to determine their suitability for employment. The provider will be bonded in the sum of \$10,000.00, and proof of such insurance, as supplied by the Lessor, shall be furnished prior to occupancy of Premises by County. In addition to bonding as required herein, Lessor shall also receive proof of statutory workers' compensation insurance, commercial general liability and vehicle liability insurance from the provider of any custodial functions performed at the Premises location. Lessor to provide a day porter during business hours.

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

If County provides verbal notice by telephone and followed up by e-mail notice to Lessor of an event or circumstance that requires the action of Lessor with respect to the custodial services as set forth in Section 8.1 and Exhibit "E," and Lessor fails to provide such action as required by the terms of this Lease within three (3) days of County's notice, County may take the required action to provide custodial services by its staff or those of a custodial contractor if: (1) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within forty-eight (48) hours after the written notice; and (2) Lessor fails to begin the required work within this forty-eight (48) hour period. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable. Should Lessor fail to promptly pay the cost and expenses, County may deduct and offset that amount from Rent payable under this Lease. For purposes of this Section, notice given by e-mail shall be deemed sufficient. Additionally, any notice provided by County to Lessor under this Section shall also be delivered to Lessor's property manager, provided County has been provided the contact information therefor.

## **9. Utilities.**

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

County changes the use to a more demanding use, Lessor shall not be obligated to upgrade the utility services for such increased use.

9.2 County shall pay for all telecommunications, natural gas, electrical services, water and sewer within the leased office space which will be used in connection with the leased Premises. Lessor shall provide, or cause to be provided, and pay for all other utility services, including, but not limited to, landscape water and refuse collection, as may be required in the maintenance, operation and use of the Premises.

## **10. Repairs and Maintenance.**

10.1 **Lessor's Repair and Maintenance Obligations.** Lessor shall, at Lessor's sole expense and in accordance with the terms of this Lease, repair, replace and maintain in attractive condition, good order and function throughout the Term in accordance with Exhibit "F," General Construction Specifications for Leased Facilities, (a) the structural portions of the Premises (understood to include the roof, foundation and load bearing walls); (b) the nonstructural portions of the Premises (understood to include the roof covering and membrane) including but not limited to all improvements, alterations, fixtures, but excluding furnishings; (c) all systems and equipment, including but not limited to, Base Building Systems that serve the Premises; and (d) the exterior portions of the Premises, and real property including, but not limited to, landscaping, driveways, sidewalks, lighting and parking facilities servicing the Premises. It is the intent of this paragraph that Lessor performs any and all building repairs, replacements and maintenance. Lessor agrees to make all repairs to or alterations of the Premises that may become necessary by reason of industry standard for age, wear and tear, deferred maintenance or defects in any construction thereof by Lessor. However, the County shall not access the roof without a representative of the Lessor present. Further, the County shall be responsible for repairs resulting from damage caused by the County, its agents, employees, or invitees.

10.2 **Lessor's Default.** Repairs shall be made promptly when appropriate to keep the applicable portion of the Premises and other items in the condition described in this Section. Lessor understands certain response time is required to ensure County operations continue with minimal interruption to ensure the

safety of employees and delivery of services. The commencement of repairs within eight (8) hours from written notice include electrical power, HVAC operations and certain essential daily custodial services (unless the responsibility for same is taken over by County pursuant to Section 8.2). Lessor shall not be in default of its repair and maintenance obligations under this Section 10, if Lessor commences the repairs and maintenance within eight (8) hours of the aforementioned areas and thirty (30) days for all others after written notice by County to Lessor of the need for such repairs and maintenance. If, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete it, Lessor shall not be in default under this Section 10 if Lessor begins work within this thirty (30) day period and diligently pursues this work to completion.

**10.3 County's Right to Make Repairs and Deduct Cost.** If County provides notice by telephone and followed up by email to Lessor of an event or circumstance that requires the action of Lessor with respect to the replacement, repair or maintenance to the Premises or Base Building Systems serving the Premises as set forth in Section 10.1 and Lessor fails to provide such action as required by the terms of this Lease within the period specified in Section 10.2, County may (but shall not be obligated to do so) take the required action if: (1) County delivers to Lessor and additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required repair or maintenance within one (1) business day, after the written notice; and (2) Lessor fails to begin the required work within the one (1) business day period.

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

**10.3.2** If such action was required under the terms of this Lease to be taken by Lessor, County shall be entitled to prompt reimbursement by Lessor of County's reasonable costs and expenses in taking such action, plus interest at six (6%) percent per annum from the date these costs are incurred until the date of Lessor's repayment. Lessor's obligation to reimburse County shall survive expiration or termination of this Lease.

**10.3.3** If, within thirty (30) days after receipt of County's written demand for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed written objection to it, County may deduct from the Rent payable by County under this Lease the amount set forth in the invoice, plus interest at the interest rate described above from the date these costs are incurred until the date of County's Rent offset.

#### **10.4 Emergency Repairs.**

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

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

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

**10.5 Periodic Services.** Lessor shall provide, or cause to be provided, and pay for the following "Periodic Services". Periodic Services shall mean and refer to monthly pest control services, quarterly HVAC standard preventative maintenance and changing of air filters; annual fire extinguisher inspections; reset interior and exterior time clocks for time changes; annual roof inspections and maintenance to include roof



repairs/replacement; and the cleaning of roof gutters, drains, and down spouts prior to rainy season.

**11. Alterations and Additions.**

**11.1 Improvements by Lessor.**

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

**11.1.2.** Prevailing wages are required for work done that falls within the definition of "public works" under California Labor Code §1720. "Public Works" are defined as "construction, alterations, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds..." For those projects which are "public works" pursuant to Labor Code §1770.2, the following applies:

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

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

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

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

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

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

**11.1.3** Lessor shall comply and stay current with all applicable local, state and federal building codes and laws as from time to time amended, including, but not limited to, the Americans with Disabilities Act requirements in providing the County with any requested County improvements. If such County improvements are specifically cause ADA or other building and/or site improvements to be made, the cost for these improvements shall be paid for or amortized as part of the County's budget for such improvements.

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

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

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

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

**11.1.8** Due to County fiscal year funding and accounting practices, any costs due to Lessor for reimbursement of such post-occupancy tenant improvements during the Term must be invoiced and received by the County prior to

May 1st of each fiscal year in which services to County were provided to ensure payment.

## **11.2 Improvements by County.**

**11.2.1** Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written consent of Lessor. Such consent shall not be unreasonably withheld, conditioned or delayed by Lessor. All alterations, improvements and installation of fixtures by the County shall be lien free, completed at County's cost in a workmanlike manner and in compliance with all applicable law.

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

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

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

**12.1 Exculpation.** To the fullest extent permitted by law, Lessor, on its behalf and on behalf of all Lessor Parties, as hereinafter defined, waives all claims (in law, equity, or otherwise) against County Parties, as hereinafter defined, and knowingly and voluntarily assumes the risk of, and agrees that County Parties shall not be liable to Lessor Parties for any of the following, and County, on its behalf and on behalf of all County Parties, waives all claims (in law, equity, or otherwise) against Lessor Parties, as hereinafter defined, and knowingly and voluntarily assumes the risk of, and agrees that Lessor Parties shall not be liable to County Parties for any of the following: (1) injury to or death of any person; or (2) loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage except as a result of such Parties' fraud, willful injury

to a person or property, negligence or violation of law. The Parties shall not be liable under this Section regardless of whether the liability results from any active or passive act, error, or omission, of any of such Parties. This exculpation Section shall also not apply to claims against County Parties or Lessor Party's in cases where a final judgment of a court of competent jurisdiction establishes that the injury, loss, damage, or destruction was directly or proximately caused by such Parties' fraud, willful injury to person or property, negligence, or violation of law.

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

**12.1.2 Survival of Exculpation.** The paragraphs of this Section 12 shall survive the expiration or earlier termination of this Lease until all claims within the scope of this Section 12 are fully, finally, and absolutely barred by the applicable statutes of limitations.

**12.1.3 Lessor's Acknowledgment of Fairness.** Lessor acknowledges that this Section 12 was negotiated with County, that the consideration for it is fair and adequate, and that Lessor had a fair opportunity to negotiate, accept, reject, modify, or alter it.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN  
HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

\_\_\_\_\_ Initials                      \_\_\_\_\_ Initials

**12.2 Indemnification and old Harmless.**

**12.2.1** Lessor shall indemnify and hold harmless the County Parties from any liability, including, but not limited to, property damage, bodily damage, bodily injury, or death, or from any services provided by Lessor Parties or any act, error, omission, of Lessor Parties or of any invitee, guest, or licensee of Lessor in, on, or about the Project arising out of, from or in any way relating to Lessor's breach of this Lease, or the gross negligence or willful misconduct of Lessor Parties. When indemnifying County Parties, Lessor shall defend, at its sole cost and expense, including but not limited to, reasonable attorney fees, cost of investigation, defense and settlements or awards, on behalf of the County Parties in any claim or action based upon such liability.

**12.2.2** County shall indemnify and hold harmless the Lessor Parties from any liability, including, but not limited to, property damage, bodily injury, or death, based or asserted on events which may occur within the County leased Premises and arising out of or from its use and occupancy relating to this Lease. County Parties shall not indemnify Lessor Parties for liability arising within the County leased Premises when such liability arose out of or from Lessor's responsibilities under the terms of this Lease. County shall defend at its sole cost and expense, including, but not limited to, reasonable attorney fees, cost of investigation, defense and settlement or awards, on behalf of the Lessor Parties in any claim or action based upon such liability.

**12.2.3** With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

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

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

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

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

### **12.3 Insurance**

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

**12.3.1.1 Workers' Compensation.** Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**12.3.1.2 Commercial General Liability:** Commercial General Liability insurance coverage, including, but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury, cross liability coverage, and employment practices liability covering bodily injury, property damage, and personal injury arising out of or relating, directly or indirectly, to

the design, construction, maintenance, repair, alteration and ownership of the Premises and all areas appurtenant thereto including claims which may arise from or out of Lessor's operation, use, and management of the Premises, or the performance of its obligations hereunder. Policy shall name the County of Riverside, its Special Districts, Agencies, Districts and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents, independent contractors or representatives as an Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

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

**12.3.1.4 Property (Physical Damage).**

(a) Special Form as provided by ISO CP1030 or equivalent real property insurance coverage including earthquake and flood, if available at commercially reasonable rates, for the full replacement cost value of buildings, structures, fixtures, all improvements therein, and building systems on the Project as the same exists at each early anniversary of the term. Policy shall include Business Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for off-premises power failure. Policy shall name the County as a Loss Payee as their interests may appear.

(b) Equipment breakdown or Boiler and Machinery insurance providing coverage for at least but not limited to, all high voltage electrical and rotating mechanical equipment on a full replacement cost value basis. Policy shall provide Business Interruption, Extra Expense, and Expediting Expense coverage as

well as coverage for off-premises power failure. Policy shall name the County as a Loss Payee as their interests may appear.

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

**12.3.1.5 General Insurance Provisions – All lines:**

(a) Any insurance carrier providing Lessor's insurance coverage hereunder shall be admitted to the State of California (except for earthquake and/or flood insurance coverage, which may be written through non-admitted insurance companies who are on the State of California LESLI List) and have an A.M. BEST rating (with the exception of State Compensation Fund for Workers' Compensation insurance coverage, as they are not rated) of not less than an A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term. Further, if coverage required hereunder is not available through standard markets, Lessor, with permission from County's Risk Manager which permission shall not be unreasonably withheld or delayed, shall be allowed to secure coverage from non-admitted carriers who are on the State of California LESLI List or with a lower A but not less than an A:8 rating from A.M. Best.

(b) The Lessor or Lessor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retention exceeds \$500,000.00 per occurrence such deductibles and/or retention shall have the prior written consent of the County Risk Manager before the



commencement of operations under the Lease term. Upon notification of deductibles or self-insured retention which are deemed unacceptable to the County, at the election of the County's Risk Manager, LESSOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention as required by this Lease, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) At the inception of this Lease and annually at the Lessor's insurance policy renewal date(s), the Lessor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein, or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of the coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsement or original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorize by the insurance carrier to do so on its behalf shall sign the original endorsement for each policy and the Certificate of Insurance. The Lease Term shall not commence until the County of Riverside has been furnished original Certificate(s) of insurance and original copies of endorsements or policies of insurance including all endorsement and any and all other attachments as required in this Section.

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

**12.3.2 County's Insurance:** County maintains funded programs of Self-Insurance. County shall provide to Lessor a Certificate of Self-Insurance evidencing the County's Self-Insurance for the following coverage, as follows:

12.3.2.1	Workers' Compensation	\$1,000,000 per occurrence
12.3.2.2	Commercial General Liability	\$2,000,000 per occurrence
12.3.2.3	Automobile Liability	\$1,000,000 per occurrence

**13. Damage and Destruction.**

**13.1 Repair of Damage.** County agrees to notify Lessor in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises, whether covered by insurance or not, are damaged by a Casualty, or the Casualty results in the Premises not being provided with Base Building Systems or parking facilities, and if neither Lessor nor County has elected to terminate this Lease under this Section 13, Lessor shall promptly and diligently restore Premises, the improvements originally constructed by Lessor pursuant to the Leasehold Improvement Agreement (the "County Improvements"), Base Building Systems, and County's parking facilities to substantially the same condition as existed before the Casualty, subject to modifications required by building codes and other laws. If County requests that Lessor make any modifications to the County Improvements in connection with the rebuilding, Lessor may condition its consent to those modifications on: (a) confirmation by Lessor's contractor that the modifications shall not increase the time or cost needed to complete the County Improvements; and, if applicable, (b) an agreement by County that the additional construction period shall not extend the rent abatement period.

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

**13.3 Lessor's Option to Terminate or Repair.** Lessor may elect either to terminate this Lease or to effectuate repairs if: (a) the Repair Period Notice estimates that the period for repairing the Casualty exceeds ninety (90) days from the date of the Casualty; or (b) the estimated repair cost of the Premises, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost.

**13.4 County's Option to Terminate.** If (a) the Repair Period Notice provided by Lessor indicates that the anticipated period for repairing the Casualty exceeds ninety (90) days, or (b) notwithstanding the above, in the event of a substantial or total casualty to the Premises or improvements, County may, by written notice to Lessor within thirty (30) days after such damage or destruction of its intention to terminate this Lease, elect to terminate this Lease by providing written notice (County's Termination Notice) to Lessor within thirty (30) days after receiving the Repair Period Notice. If County does not elect to terminate within said thirty (30) day period, County shall be considered to have waived its option to terminate.

**13.5 Rent Abatement Due to Casualty.** Lessor and County agree that County's Rent shall be fully abated during the period beginning on the later of: (a) the date of the Casualty; or (b) the date on which County ceases to occupy the Premises and ending on the date of substantial completion of Lessor's restoration obligations as provided in this Section 13 ("Abatement Period"). If, however, County is able to occupy and does occupy a portion of the Premises, Rent shall be abated during the Abatement Period only for the portion of the Premises not occupied by County.

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

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

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

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

**14. Eminent Domain.**

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

**14.2 Partial Condemnation.** If any portion of the Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation renders the Premises unusable for County's business, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent will be abated to the date of termination. If the partial condemnation does not render the Premises unusable for the business of County and less than a substantial portion of the Premises is condemned, Lessor must promptly restore the Premises to the extent of any condemnation proceeds recovered by Lessor, excluding the portion lost in the

condemnation, and this Lease will continue in full force, except that after the date of the title vesting, the Rent will be adjusted, as reasonably determined by Lessor and County.

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

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

**15. Estoppel Certificates.**

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

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

**16.1 Subordination, Non-Disturbance, and Attornment Agreement.** To carry out the purposes of Section 16.2 and Section 16.3, the Parties agree to execute a Subordination, Non-Disturbance and Attornment Agreement substantially in the form set forth in the attached Exhibit "H" (the "SNDA"). Subject to commercially reasonable modifications as may be required by Lessor's lender, subject to consent by County, such consent not to be unreasonably withheld.

**16.2 Subordination.** County agrees that within forty-five (45) business days after Lessor's written request, it shall execute the SNDA that Lessor reasonably considers necessary to evidence or confirm the subordination or inferiority of this Lease to the lien of any mortgage, deed of trust or other encumbrance of the Premises or any renewal, extension, modification, replacement thereof, provided however, that such SNDA shall be strictly limited to matters contained in the agreement referred to in Section 16.1 and no such SNDA shall materially increase any of County's obligations or materially decrease any of County's rights under this Lease, nor shall the possession of County be disturbed, by reason of any foreclosure, sale or other action under any such trust deed, mortgage or other encumbrance.

**16.3 Attornment.** If Lessor's interest in the Premises passes to a successor, and provided County has received the SNDA referred to in Section 16.1, County shall, within forty-five (45) business days after Lessor's transferee's request, execute the SNDA referred to in Section 16.1, thereby agreeing to attorn and to recognize the transferee as the Lessor under this Lease; provided the transfer of Lessor's interest in the Premises was by sale, lease, foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any encumbrance or operation of law.

## **17. Breach**

### **17.1 Breach by Lessor.**

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

**17.2 County's Right to Cure Lessor's Default and Deduct Cost.** Except as provided to the contrary in this Lease, if County provides notice to Lessor of Lessor's failure to perform any of its obligations under this Lease and Lessor fails to provide such action as required by the terms of this Lease within the period specified,

County may take the required action if: (a) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within ten (10) days after the written notice; and (b) Lessor fails to begin the required action within this ten (10) day period.

**17.3 Rent Setoff.** If, within thirty (30) days after receipt of County's written demand for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed written objection to it, County may deduct from Rent payable by County under this Lease the amount set forth in the invoice, including reasonable transaction costs and reasonable attorneys' fees, plus interest as stated in 10.3.2 from the date these costs are incurred until the date of County's Rent setoff.

**17.1.2 Intentionally deleted.**

**17.1.3 Intentionally deleted.**

**17.4 Breach by County.**

**17.1.1 Events of Default.** The occurrence of any of the following shall constitute a default by County:

(i) abandonment of the Premises;

(ii) failure of the County to make any payment of Rent or any other payment required of County under the terms of this Lease, as and when due, where such failure continues for a period of five (5) calendar days after written notice thereof to County;

(iii) failure by County to observe or perform any covenant, condition or provision of this Lease to be observed or performed by County, other than described in subparagraphs (i) and (ii) above, where such failure continues for a period of thirty (30) business days after written notice thereof to County; provided, however, if the breach is curable, and is such that more than fifteen (15) business days are reasonably required for its cure, then County shall not be considered in default if County promptly commences curing such breach and diligently prosecutes such cure to completion;

(iv) making by County of any general assignment, or general arrangement, for the benefit of creditors; or the filing by, or against, County of a

petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against County, the petition is dismissed within sixty (60) days; or the appointment of a trustee or receiver to take possession of substantially all of County's assets located at the Premises or of County's interest in this Lease, where possession is not restored to County within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of County's assets located on the Premises or of County's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(v) Failure by County to comply with the limitations on use of the Premises as set forth in Article VI hereof.

**17.4.1 Notice of Default.** Notices given under this Section shall specify the alleged breach of Lease and the applicable Lease provisions allegedly so breached and shall demand, that County perform the applicable Lease provisions or pay the Rent in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be considered a declaration of forfeiture or termination of the Lease unless the Lessor so elects in the notice.

**17.4.2 Cure by County Lessor Remedies.**

In the event County fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that County shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by County; provided, further, however, that in the event such breach or default is not corrected within thirty (30) days, provide fifteen (15) days' notice to County that it intends to exercise Lessor's Remedies and that, Lessor may at any time thereafter, and without limiting Lessor in the exercise of any additional rights or remedies:

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

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

**18.2 Certificate of Authority.** Lessor covenants that it is a duly constituted under the laws of the state of its organization, and that the person(s) who is



acting as its signatory in this Lease is duly authorized and empowered to act for and on behalf of the Lessor. Lessor shall furnish County prior to the execution hereof with evidence of the authority of the signatory to bind the entity or trust as contemplated herein.

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

**18.4 Easements.** Lessor shall not (a) create, modify or terminate any ingress or egress to or from the premises, or (b) create any easements in the Premises, that would materially, adversely affect the County's occupancy or use of the Premises without County's prior written approval, which shall not be unreasonably withheld. Lessor shall subdivide, parcel and create a separate parcel on which the Premises are located, and County shall reasonably cooperate with Lessor's implementation of such plans, including, without limitation, execution of commercially reasonable reciprocal easement agreements (including, without limitation, the Declaration of Covenants, Conditions & Restrictions set forth on Exhibit I, which shall be modified by Lessor with County's approval, attached hereto), association agreements, and similar documents. Lessor agrees to allocate minimum of approximately 201 parking spaces to the Premises separate parcel, and provide reciprocal parking rights to the adjacent parcel. Prior to finalizing the parcel map with the local jurisdiction, Lessor shall provide the parcel map for County's review and approval. After review and approval of the local jurisdiction of the parcel map, Lessor shall provide the approved parcel map within one hundred twenty (120) days of execution of this lease.

**19. Land Purchase.**

Lessor has executed a purchase contract on the land that will be included in the Premises described in Paragraph 2 of this Lease. Lessor and County are entering into this Lease prior to closing of the escrow on the Property described in Exhibit "A." Should, for any reason, the escrow on the land describes in Exhibit "A" fail to close within 60 days of approval and execution of this Lease by the County of

Riverside Board of Supervisors, County shall have the option of terminating the Lease and the parties shall have no further obligation to one another.

**20. Miscellaneous.**

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

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

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

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

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

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

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

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

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

**20.10 Interpretation.** The Parties hereto have negotiated this Lease at arm's length and have been advised by their respective attorneys, or if not represented

by an attorney, represent that they had an opportunity to be so represented and no provision contained herein shall be construed against County solely because it prepared this Lease in its executed form.

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

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

**20.13 Consent.** Unless otherwise expressly stated herein, whenever Lessor's or County's consent is required under any provision of this Lease, it shall not be unreasonably withheld, conditioned or delayed.

**20.14 Title.** Lessor covenants that, upon closing escrow as set forth in Section 19, that Lessor will be well seized of and will have good title to the Premises, and Lessor does warrant and will defend the title thereto, and will indemnify County against any damage and expense which County may suffer by reason of any lien, encumbrance, restriction or defect in title or description herein of the Premises. If, at any time, Lessor's title or right to receive Rent and any other sums due hereunder is disputed, County may withhold such sums thereafter accruing until County is furnished satisfactory evidence as to the Party entitled thereto.

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

**20.16 Mechanic's Liens.** If any mechanic's or materialmen's lien or liens shall be filed against the Premises for work done or materials furnished to a Party, that Party shall, at its own cost and expense, cause such lien or liens to be discharged within fifteen (15) days after notice thereof by filing or causing to be filed a bond or bonds for that purpose. In the event any notice preliminary to establishing such a lien

(such as the California Preliminary 20-Day Notice) is served on Lessor for work done on the Premises, Lessor shall immediately forward a copy of such notice to County.

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

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

**County's Notification Address:**

County of Riverside  
Economic Development Agency – Real Estate Division  
3403 Tenth St., Suite 400  
Riverside, California 92501  
Attention: Deputy Director of Real Estate

**Lessor's Notification Address:**

Corona Medical Arts Plaza, LLC  
c/o The Boureston Companies  
650 Town Center Drive, Suite 890  
Costa Mesa, CA 92626  
Attention: Rich Boureston

**20.19 Authority.** If Lessor is a corporation, general or limited partnership, limited liability company, 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.

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

**20.21 Force Majeure.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riots, insurrection, war, terrorism, bioterrorism, fire, earthquake, inclement weather including rain, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability) (herein, "Force Majeure Delay(s)"), then performance of such act shall be excused for the period of such Force Majeure Delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 20.21 shall not apply to nor operate to excuse County from the payment of rent or any other payments strictly in accordance with the terms of this Lease.

LESSEE:  
COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisors

LESSOR:  
CORONA MEDICAL ARTS PLAZA, LLC

By:   
Richard Boureston

By:   
Brandon Sudweeks

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Deputy County Counsel  
R. Todd Fruman

# MAIN STREET

(B) SITE PLAN

SITE PLAN NOTES

1. Owner: Corona Medical Office Building
2. Project: Corona Medical Office Building - Shell Only
3. Location: 200 S. Main Street, Corona, CA 92626
4. Date: 10/15/2014
5. Scale: 1/8" = 1'-0"
6. Notes: This site plan shows the proposed Phase II 2-story medical office building shell. The existing Phase I 12-story medical office building is shown for reference. The site is bounded by Main Street to the north and a Flood Control Channel to the south. The plan includes parking spaces, circulation paths, and utility locations. All dimensions are in feet and inches.

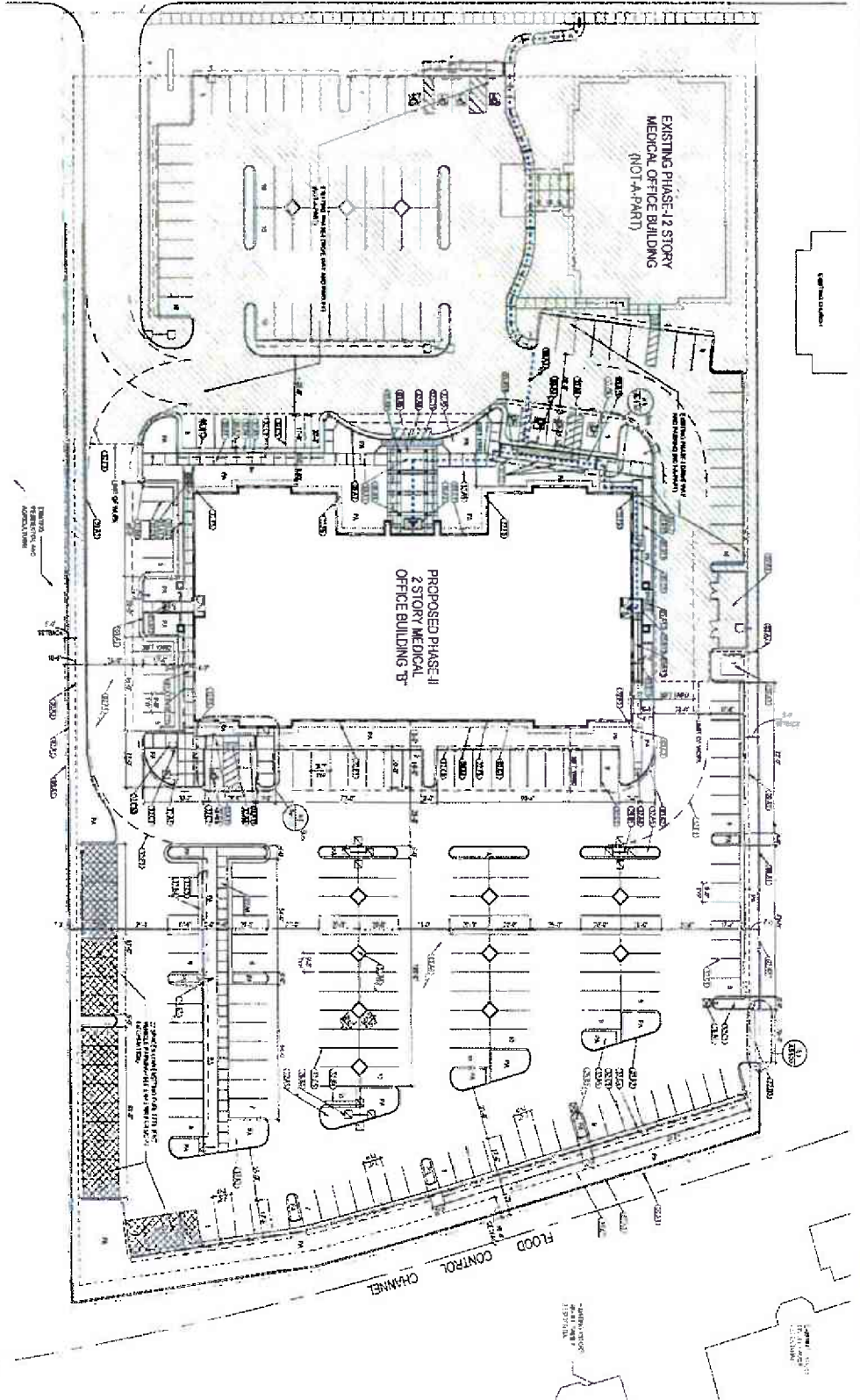
REFERENCE KEYNOTES

KEYNOTE	DESCRIPTION
1	PROPOSED PHASE II 2-STORY MEDICAL OFFICE BUILDING 'B'
2	EXISTING PHASE I 12-STORY MEDICAL OFFICE BUILDING (NOT A PART)
3	PARKING SPACES
4	LANDSCAPING AND APPLICABLE AREAS
5	UTILITY LOCATIONS
6	ADDITIONAL NOTES

KEYNOTE	DESCRIPTION
7	ADDITIONAL NOTES
8	ADDITIONAL NOTES
9	ADDITIONAL NOTES
10	ADDITIONAL NOTES
11	ADDITIONAL NOTES
12	ADDITIONAL NOTES
13	ADDITIONAL NOTES
14	ADDITIONAL NOTES
15	ADDITIONAL NOTES
16	ADDITIONAL NOTES
17	ADDITIONAL NOTES
18	ADDITIONAL NOTES
19	ADDITIONAL NOTES
20	ADDITIONAL NOTES

ANNOTATION LEGEND

SYMBOL	DESCRIPTION
(Circle with 'B')	PROPOSED PHASE II 2-STORY MEDICAL OFFICE BUILDING 'B'
(Circle with '1')	EXISTING PHASE I 12-STORY MEDICAL OFFICE BUILDING (NOT A PART)
(Diamond)	PARKING SPACES
(Circle with 'X')	LANDSCAPING AND APPLICABLE AREAS
(Circle with 'U')	UTILITY LOCATIONS
(Circle with 'A')	ADDITIONAL NOTES



AS 100



**LEE & SAKAHARA ARCHITECTS, INC.**  
 200 S. MAIN STREET  
 CORONA, CA 92626  
 TEL: 951.261.1234  
 FAX: 951.261.1235  
 WWW.LEESAKAHARA.COM

**CORONA MEDICAL OFFICE BLDG - SHELL ONLY**  
 200 S. MAIN STREET  
 CORONA, CA 92626

SITE PLAN

DESIGN PROGRESS  
 DO NOT USE  
 ANY PART OF  
 THIS SHEET FOR  
 CONSTRUCTION  
 OR REVISION

NO.	DATE	DESCRIPTION
1	10/15/2014	ISSUED FOR PERMITTING
2		
3		
4		
5		
6		
7		
8		
9		
10		



## ASBESTOS

- A. Lessor shall operate and maintain the below described spaces free of hazard from asbestos containing construction materials (ACCM's) as defined in Title 15, Sections 1601 and 2607 of the United States Code. An asbestos hazard will be recognized if an average concentration exceeds 0.01 fibers longer than five microns per cubic centimeter of air measured over an eight hour period as determined by the Transmission Electron Microscopy (TEM) method. TEM testing will be mandatory if samples tested by the Phase Contrast Microscopy (PCM) method indicate .1 or more fibers per cc of air.
1. Space leased to the County and plenums in the same HVAC zone.
  2. Common public areas which County employees or its invitees would normally/reasonably use.
  3. Building maintenance areas, utility spaces, and elevator shafts within or serving areas described in items 1 and 2 above.
- B. In the event construction of the building wherein leased premises are located was completed prior to 1979, the Lessor shall provide the County with certification that the areas referred to above are free of asbestos hazard from ACCM's prior to the execution of this lease. If said premises were constructed after 1979, Lessor shall provide County with a written statement to that effect.
- C. Certification shall be in the form of an ACCM's Survey and Evaluation Report prepared by a qualified Industrial Hygienist who shall be certified by the American Board of Industrial Hygiene (ABIH) or an Environmental Protection Agency (EPA) – Asbestos Hazard Emergency Response Act (AHERA) certified inspector. Said survey shall include those areas listed in paragraph (A). Survey requirements are: visual walk-through inspection and testing of suspected ACCM's. Bulk samples of suspected ACCM's shall be analyzed by a laboratory certified by the Department of Health Services and recognized by the EPA Quality Assurance Program using the polarized light microscopy (PLM) method. If friable asbestos is found or the physical condition of suspected ACCM's indicate possible fiber release, air sampling and testing by the Phase Contrast Microscopy (PCM) method must be performed. If asbestos fiber concentrations of .1 fibers per cc of air or greater are found, further testing by the Transmission Electron Microscopy (TEM) method is mandatory. Said survey and evaluation report shall identify all ACCM's found and recommend abatement procedures. If necessary, the report shall also specify guidelines for the implementation of an operation and maintenance plan inclusive of any required monitoring and testing intervals. The report is subject to review and approval by the County and the Lessor shall agree to all conditions contained therein.

- D. If at any time during the term of this lease, or during any extension or renewal hereof, previously unidentified ACCM's hazard is discovered, or airborne asbestos fibers above the maximum allowable limits are found to be entering the County-leased space from any other area within the building or buildings in which the County-leased space is located, the Lessor shall immediately, at Lessor's sole cost and expense, control such release and perform abatement of all hazardous ACCM's that are determined to be affecting the County-leased space.
- E. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code and shall guarantee that all abatement work as required under the conditions of this lease is performed by a licensed contractor certified by the Contractors State License Board and registered with the Division of Occupational Safety and Health. The County reserves the right to establish consultant oversight of any asbestos related work program at its expense.
- F. Additionally, Lessor shall be responsible for any and all direct or indirect costs associated with the abatement of the above described ACCM's which include, but is not limited to the actual costs to the Lessor for ACCM's abatement and for all required monitoring reports before, during, and after abatement. In effect, all costs shall be borne by the Lessor that are in any way associated with the abatement of ACCM's from the Lessor's building including clean up of contaminated County-owned equipment, furnishings, and materials. Copies of the air monitoring reports shall be furnished to the County together with certification by an Industrial Hygienist Consultant registered with Cal/OSHA that the area is free of hazard from ACCM's.
- G. If it is determined that for safety reasons its employees should be relocated at any time prior to or during the abatement of ACCM's, the Lessor shall provide comparable accommodating space (at no cost to the County) throughout the abatement process. Said determination shall be made by a qualified representative of Cal/OSHA. The Lessor specifically agrees to pay for all costs associated with this move or reimburse the County, if the County paid for this cost, including all reasonable administrative costs and cost of moving or renting furniture, data processing, and telephone equipment.
- H. In the event, after written notice is provided by the County, the Lessor fails, refuses, or neglects to diligently pursue abatement of above described asbestos hazard from ACCM's, the County may effect such abatement; and, in addition to any other remedies it may have, deduct all reasonable costs of such abatement and all costs associated in any way with the abatement of the above described ACCM's from the rent that may then be or thereafter become due throughout the term of this lease. For this purpose and as a condition of this lease agreement, the Lessor shall obtain an EPA generator number and grant license to the County for its use.

- I. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of asbestos hazard from ACCM's, as required under the provisions of this lease, the County may, by notice in writing, terminate this lease. Lessor shall be liable to the County for all expenses, losses, and damages reasonably incurred by the County as a result of such termination; including, but not limited to additional rental necessary to pay for an available similar replacement facility over the period of what would have been the remaining balance of the lease term plus any option periods, costs of any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.
  
- J. The Lessor shall indemnify, defend, and hold the County of Riverside, its officers, and employees harmless from and against any and all losses, damages, judgements, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of asbestos hazard from ACCM's within the County-leased space or the building in which the leased premises are located.

**EXHIBIT "D"**  
**CONFIRMATION OF LEASE INFORMATION**

1. LEASE REFERENCE DATE: \_\_\_\_\_
2. PREMISES: 2813 S. Main Street, Corona CA
3. COMMENCEMENT DATE: Construction of the leasehold improvements is substantially complete and the lease term shall commence as of \_\_\_\_\_, for a term of fifteen (15) years ending on \_\_\_\_\_, unless extended as provided in the Lease.
4. RENT: In accordance with the Lease, Rent began to accrue on \_\_\_\_\_, in the initial amount of \$106,229.00 per month. Rent is due and payable in advance on the first day of each month during the Lease Term.

AGREED and ACCEPTED

**LESSOR:**

**COUNTY:**

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY OF RIVERSIDE**  
**Economic Development Agency**  
**Real Estate Division**

**CUSTODIAL SERVICES REQUIREMENTS**  
**FOR LEASED FACILITIES**

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.
2. Provide all required services and supplies.
3. Perform Custodial services five days a week during the hours of 5:00 pm to 1:00 am only.
4. Provide Day Porter services five days a week during the hours of 9:00 am to 5:00 pm.
5. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
6. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
7. **SPECIFIC SERVICES – Frequency and coverage:**
  - A. **Daily:**
    1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove finger prints from walls, switches, etc.
    2. Lobby Area – Main Corridors – Stairways:

Remove trash, vacuum, vacuum/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.
    3. Employee Break Rooms/Kitchen:

Remove trash from building and deposit in dumpster, vacuum rugs and carpet, wipe spills, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.

4. General and Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and blackboards, dust desks, conference tables, credenza/file cabinets and bookcases.

5. Day Porter:

- a. Empty all trash in restrooms as needed.
- b. Clean, sanitize and stock restrooms as needed.
- c. Check lobby areas for debris and remove.
- d. Touch up door glass as needed.
- e. Keep entrances free from debris.
- f. Be available by phone for emergency spills or cleanups.
- g. Sanitize customer counters and walk up areas as needed.
- h. Empty outside trash cans and in lobby areas as needed.
- i. Inspect lunchrooms and stock as needed.

6. Building Security:

- a. Turn off all lights (except security and night lights).
- b. Close windows.
- c. Reset alarms and lock all doors.

**B. Weekly – All Areas:**

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, elevator walls and controls, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

**C. Monthly – All Areas:**

Clean interior glass partitions/doors, dry dust wood paneling, remove dust/cobwebs from ceiling areas.

Spray buff resilient/hard floor areas, detail vacuum carpet edges, under desk/office furniture.

**D. Quarterly – All Areas:**

Spray buff resilient and hard surface floors and apply floor finish.

Clean interior/exterior windows, clean/polish office furniture, damp clean diffuser outlets in ceiling/wall, wash waste containers, clean/dust blinds, wash sanitize.

**E. Semi-Annually – All Areas:**

1. All Areas:
  - a. Clean and polish all baseboards.
  - b. Damp clean lobby and reception chairs.
  - c. Clean carpeted surfaces-use a water extraction method.

**F. Annually – All Areas:**

1. All resilient and hard surface floors:
  - a. Move furniture, strip, seal and apply floor finish to all resilient and hard surface floors. ]

**COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY  
Real Estate Division**

**GENERAL CONSTRUCTION SPECIFICATIONS  
FOR LEASED FACILITIES**

**A. INTENT**

1. It is the intent of these instructions to convey to the Lessor and his bidders the construction requirements for obtaining a complete and usable facility under lease agreement. These instructions apply to all new construction (build-to-suit), alterations and repair and/or renovation in facilities leased to the County of Riverside.
2. All references to the County in this or any other specification means the Director of Facilities Management or his designee.
3. All work in accordance with these specifications or any other specifications and plans must be coordinated with the Director of Facilities Management or his designee. Specifications contained on or with specific plans for construction may contain more stringent provisions than the minimum requirements stated herein. The more stringent requirements shall govern.
4. When fully justified, Lessor may request waiver of any portion of these specifications. Such requests must be submitted in writing to the Economic Development Agency with full justification. All specifications will be enforced unless specifically waived by the Economic Development Agency in writing.

**B. COMPLIANCE WITH LOCAL REGULATIONS**

1. In the absence of such codes, ordinances or regulations, the Lessor's contractor shall use the latest edition of the "Uniform Building Code". However, when such local, County or State requirements contain more stringent provisions than the minimum requirements stated herein, the more stringent requirements shall govern.
2. The Lessor shall, without additional expense to the County, be responsible for obtaining and paying for any necessary construction fees, licenses and permits required for privately owned buildings. Lessor shall comply with any applicable Federal, State and Municipal laws, codes, and regulations in connection with the prosecution of the work, and shall take proper safety and health precautions to protect work, the workers, the public, and the property of others.
3. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto.

**C. DRAWINGS**



1. Marking of employee, visitor, and open parking stalls shall be in accordance with City allowed markings and locations.
2. The Economic Development Agency shall be provided four (4) complete sets of the aforementioned drawings and specifications for review and approval.
3. Prior to start of construction, two (2) complete approved sets of construction plans and specifications shall be provided to the Economic Development Agency. These sets shall be signed to indicate approval by Information Technology and the user department. One set will be returned to Lessor for construction, the second set shall be retained by Economic Development Agency.
4. Any changes or deviation from the approved plans and specifications will not be accepted without prior written approval from the Economic Development Agency.

D. **CONSTRUCTION**

1. A pre-construction conference with Lessor, contractor and County shall be conducted at a mutually agreed-upon site for reviewing and defining the construction requirements.
2. Inspections by the Economic Development Agency will be conducted at random times during the course of construction. The successful bidder shall maintain, on the job site, a complete set of approved final drawings and specifications marked up to show any changes and as-built conditions. Normally, three (3) unscheduled and one (1) final inspection will be conducted. At the final inspection, a punch list will be developed, and any deficiencies noted will be corrected prior to County's acceptance of the facility.

E. **SPECIFICATIONS**

1. The Lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., of the proposed facility. Accessibility for physically handicapped is required, unless specifically waived in writing by the Economic Development Agency.
2. Lessor shall verify the accuracy of all dimensions, and he shall be responsible for correcting and recording any discrepancies.

**(SITE REQUIREMENTS)**

A. **SITE**

1. The Lessor shall be responsible for determining site conditions, including sub-surface soil conditions, adequate public utilities and load-bearing characteristics,

the installation of retaining walls, demolition, relocation of utilities, and other site improvements.

**B. GRADING**

1. The finish grades and contours shall be correlated with street and sidewalk grades established by the local municipality. Floors, driveways, etc., shall be adjusted by the Lessor's architect as necessary, to insure property clearances, surface drainage, slope gradients, storm and sanitary sewer gradients and connections. All paved areas shall be graded as necessary to provide positive drainage of surface runoff water away from the buildings.

**C. DRAINAGE**

1. Walks, parking areas, driveways and maneuvering areas shall be provided with positive natural drainage whenever possible. The floor of the building and adjacent grades may be raised sufficiently to provide natural drainage.

**D. RETAINING WALLS**

1. The determination of the location and extent of retaining walls required is the responsibility of the Lessor.

**E. LANDSCAPING**

1. Suitable regionally appropriate, water conserving, low-maintenance planting shall be provided. Preservation of existing vegetation and the providing of additional landscaping shall meet local environmental requirements.

**F. CLEANUP**

1. Upon completion of the facility and prior to move-in and acceptance for lease by the County, the Lessor shall clean, seal and wax floors, clean windows, fixtures and finishes, interior and exterior, and remove surplus materials and debris from the site.

**(ARCHITECTURAL REQUIREMENTS)**

**A. FLOORS**

1. Floor elevations shall be at least eight inches above finished exterior grade whenever possible. When floor slab is below grade, it shall be waterproof.
2. Floors shall be designed in accordance with uniform, concentrated and special loads given in the "Uniform Building Code", chapter 23.
3. Carpet – Carpet as selected per tenant's interior design consultant will be used.
4. Carpet tiles may be used. Pile weight 28 oz. static control 2.0 K.V. or less. Color

shall meet County color standards.

5. Non-carpeted floors - rest rooms, coffee rooms, etc., shall have sheet vinyl covering, including base. Vinyl tile may be used in other non-carpeted areas. Vinyl shall be commercial grade with colors and patterns full depth. Colors/patterns of sheet vinyl and vinyl tile must be approved by the Economic Development Agency.

**B. WALLS**

1. Interior walls - all interior partition construction shall comply with applicable Federal, State, County and City codes. The types of interior partitions to be used must be approved by the Economic Development Agency. Systems furniture may be used.
2. Toilet room walls, change double wall construction to sound attenuation walls.
3. Exterior walls - Exterior walls constructed of wood or steel stud shall be insulated to R-11 specifications.

**C. ROOF AND INSULATION**

1. Roof construction and insulation shall be appropriate to the overall design of the building and prevailing weather conditions. Light colored materials are encouraged.
2. Roof slop is ¼" per foot as recommended by the upgraded single ply roofing system.
3. Roofs on existing buildings shall be subject to (a) an inspection by a licensed roofing contractor, (b) County's review of roofing contractor's findings and (c) proof of corrective action.

**D. TIMBER AND WOOD**

1. All lumber used structurally shall be stress-graded with the stamp of the Lumber Association indicated on each piece showing the stress grade.

**E. CEILING CONSTRUCTION**

1. All ceilings 9' - 0", except in locations shown on preliminary ceiling plan designed for acoustical considerations and architectural accents. Average ceiling height shall exceed 9' - 0" high.
2. A suspended acoustical ceiling system with integrated lighting shall be installed in all occupied areas. Except where hard ceilings are recommended by use.
3. Rest rooms and coffee rooms shall have solid ceilings (drywall, etc.).

F. **WINDOWS**

1. Windows shall be per shell drawings.
2. Glazing that extends below thirty-two inches (32") above the floor shall be protected with a horizontal railing or similar safety barrier. Individual windows may be metal or wood of commercial quality. All window openings shall be properly flashed to prevent moisture intrusion.
3. Low energy and reflective glazing shall be used in high heat gain areas.

G. **DOORS**

1. Exterior doors - all wood doors will be solid core. Exterior doors will be weather-stripped and have stops. Exterior doors to be not less than thirty-six inches (36") wide. Appropriate metal doors are acceptable.
2. Exterior doors shall have automatic closers.

H. **CABINET WORK**

1. Cabinet work shall conform to the standards as defined in the Woodwork Institute of California, Manual of Millwork, (reference "WIC #102", standard cabinet design).
2. Acceptable cabinet work quality is laminated plastic covered deluxe (D) grade, or wood factory finished deluxe (D) grade, except utility (U) grade in utility storage areas.
3. Countertops and splashes shall be laminated plastic, custom grade, self-edge trim. Minimum four inch (4") high splashes where abutting vertical wall surfaces, except where tenant has asked for solid surface upgrades.
4. Cabinet work to be complete with knobs, pulls, hinges, catches, etc.
5. Colors/patterns of laminated plastic and finishes of casework must be approved by the Economic Development Agency.

I. **HARDWARE**

1. Hardware will be of good commercial quality grade and type. Door closers are not provided on single use toilet room doors, where closers would interfere with patient or staff use. Door closers shall be provided on public and employee entrance doors, and coffee room doors. Public entrance and glazed partition lobby doors shall be equipped with push bars with integral PUSH AND PULL signs. Toilet and coffee room doors will have push plates and door pulls. When public entrance, lobby, toilet or coffee room doors are wood or metal with enameled finish, kick plates shall be provided. At buildings where only one (1)

toilet is provided, the door closer will be omitted and the door fitted with a privacy lockset. Door locks will be operable by a master key system. Panic hardware must be installed where required by code. Simplex cipher locks (or equal) may be used in lieu of keyed locks when approved by the Economic Development Agency.

2. Exterior doors with hinges exposed to the public (out- swinging doors) will be equipped with door butts that have "fast" pins to prevent removal or tampering.
3. All doors to be provided with adequate hardware. Interior door locksets to be provided only where indicated on plans. Interior doors to be provided with doorstops.
4. Double doors (pair) - shall be avoided on exterior openings wherever possible. When pair is required by design, use removable mullion, unless specifically approved otherwise.
5. Exterior doors - all exterior doors must have a deadbolt lock, except where panic hardware is required.
6. Door lock keying - Simplex or equal may be substituted for keyed locks when approved by the County.
  - a. All keyed locks shall be equipped with six (6) pin keyways.
  - b. Three (3) keys shall be furnished for each lock.
  - c. All locks shall be keyed as specified by County, except that all locks within the following individual groups shall be keyed alike:
    - (1) Mechanical equipment rooms.
    - (2) Janitor's closets.
    - (3) Employee entrances (interior & exterior).
    - (4) Bulletin boards.
    - (5) Electrical panel boxes.
  - d. A master key system shall be provided and three (3) master keys shall be furnished, unless otherwise specified.
  - e. Keying - locks will incorporate a security system to assure that keys used during construction will not open doors after County occupancy. The key side of all locks will be on the public side.

J. **TOILET ENCLOSURES AND ACCESSORIES**

Facilities must comply with all existing codes.

1. All toilet and urinal enclosures shall be secured to the floor and ceiling.
2. Doors shall be installed in men's and women's restrooms. Entrance doors to toilet enclosures shall be fitted with specific locking devices. Toilet enclosures for non ADA stalls shall be 34" wide, or more, on all new construction.
3. Each toilet compartment shall be provided with a metal coat hook and double roll toilet paper holder, suitable for dispensing rolled tissue.
4. Install one single-fold paper towel or roll towel dispensing cabinet for each multiple of two (2) lavatories or less in all rest rooms. Towel dispensers shall be designed to dispense paper towels.
5. Each pair of lavatories in all rest rooms shall be provided with soap dispensers.
6. Each lavatory in all rest rooms shall be provided with a 24" x 30" wall-mounted mirror. Provide a stainless steel shelf at each mirror.
7. Women's rest rooms shall be provided with feminine napkin dispenser. Women's toilet compartments shall be provided with one (1) feminine napkin disposal container.
8. Trash bins shall be provided in rest rooms.
9. Both men's and women's toilets shall be ADA compliant layouts and designed and constructed to accommodate the physically handicapped. One water closet compartment shall be sized to meet ADA requirements, provided with out swinging door and grab bars. The toilet fixtures, lavatory, mirrors, etc., shall be located at the correct height for handicapped.

K. **PAINING**

1. All exterior painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Economic Development Agency.
2. Interior surfaces and trim shall be given two (2) coats minimum. One hundred percent (100%) coverage required. Prefinished acoustical ceiling shall not be painted. Finish coat shall be in accordance with colors as prescribed by County and shall match color chips.
3. Paint colors must be approved by the Economic Development Agency.
4. The use of egg shell paint shall be allowed when specifically requested by the tenant for clinical reasons.
5. Wall coverings other than painted surfaces (i.e., wood paneling, vinyl material, etc.) shall be permitted. Location and colors must be approved by the Economic

Development Agency.

6. Parking strips four inches (4") wide of highway traffic paint are to be provided.
7. Street number - Minimum six inches (6") high number - by Lessor.

L. **WINDOW TREATMENT**

1. Minimum treatment - Vertical blinds have been updated per tenants request.

M. **SIGNS**

1. Identification sign to be installed on exterior of building. Sign will be specifically identified by the Economic Development Agency. Placement and specific size of letters will be determined according to layout and location of structure. Letters will be black injection molded plastic, Helvetica in style.
2. Interior signs shall be by tenant, at tenants request.
3. Lettering on entrance doors will be specifically identified by the Economic Development Agency.

N. **ASBESTOS & LEAD BASED PAINT**

1. All buildings constructed prior to 1978 will have asbestos and lead based paint check to ascertain that no friable asbestos or flaking lead based paint is in evidence. A copy of the report is to be filed with the Economic Development Agency.

O. **PLUMBING FIXTURES AND FITTINGS**

1. All rest room lavatories shall have automatic faucets.
2. All single use toilets shall be tank type to reduce sound to an acceptable level. Multi-use toilets both public and staff, shall be flush valve.
3. Water fountain shall be per tenant specified unit, per item R.1.
3. Toilets shall meet current applicable water conservation standards and codes.
5. Provide hot water in rest rooms and break rooms.
6. Health Clinics-provide hot water in examination rooms, labs, restrooms and break rooms.
7. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990, the California Title 24 section which implements it, and any regulations issued pursuant thereto.

P. **FIRE PROTECTION**

1. Provide all necessary fire extinguishers as required by local fire regulations.
2. Provide sprinkler inspection and test prior to occupancy.
3. Provide all other necessary protective devices and equipment as required by local fire regulations.
4. Building alarms and fire monitoring equipment shall not be installed in the telephone/data room without written permission of the IT Department.

Q. **ELEVATORS**

1. Provide documentation of inspection and routine maintenance prior to and during occupancy.

R. **WATER STATIONS**

1. Provide electric water coolers with bottle filling capability and drinking fountains throughout facility at locations to be specified by County. ELKAY EZH20 Bottle Filling Station with Bi-Level Filtered LZ Cooler Models LZSTL8WS & LZSTLDDWS.

**SPACE CONDITIONING)**  
**(Heating, Ventilation and Air Conditioning)**

A. **GENERAL REQUIREMENTS**

1. Space conditioning shall be considered the year-round control of temperature, humidity, air circulation, ventilation and air cleaning to the degree required to assure satisfactory and efficient use of the space for occupants and equipment. Follow good accepted practices as reflected in the latest issue of the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (ASHRAE).

B. **VENTILATION**

1. HVAC design shall meet applicable 'B' occupancy codes for medical use.

C. **EXHAUST SYSTEMS**

1. Exhaust toilet areas - the exhaust fan shall be connected to the light switch or interconnected with the air conditioning time clock.
2. Air will be exhausted in additional rooms when required by code or medical facility's best practices, such as lab, etc.



D. **SPACE TEMPERATURE CONTROLS**

1. General: All control systems are from a County approved central control system.
2. All systems shall be controlled by seven (7) day, twenty-four (24) hour time clocks set to the Economic Development Agency requirements.
3. Thermostats controlling space conditions during occupied hours shall be adjustable from sixty eight degrees (68°) to eighty degrees (80°) with the normal set at seventy degrees (70°) for heating and seventy-six degrees (76°) for cooling.
4. Simultaneous heating and cooling will not be acceptable.
5. Lessor shall comply with existing codes.
6. Heat-generated equipment shall be of adequate capacity to heat the building under design conditions.
7. All gas furnaces shall be approved by the American Gas Association.
8. All electric components shall be UL-approved and comply with the California Electric Code.
9. Electric strip heating is not acceptable.

E. **AIR FILTERS**

1. All recirculated and outside air shall pass through filters before entering air-handling units.
2. Filters shall be replaceable types and changed a minimum of four (4) times a year.
3. A location map showing filter locations shall be provided to County.

F. **PIPING**

1. Piping in finished areas, such as lobbies and offices, shall be concealed. No water piping of any description shall be installed near electrical switchgear. Provide shutoff valves at all locations necessary to isolate separate zones of the system served.
2. All hot and chilled water piping shall be insulated.

G. **AIR DISTRIBUTION**

1. Ductwork shall be provided, as required, for proper air distribution with supply outlets spaced so as to avoid excessive throws and dead spots. In order to

maintain sound privacy, door louvers will not be used to return air from offices. Sound-attenuating, acoustically lined transfer ducts or return air ducts must be used. All supply and return air ductwork shall be constructed and installed in accordance with ASHRAE Standards and shall comply with state and local building codes.

2. All air handling units, except unit heaters, must be provided with outside air intakes. Intakes shall be located to avoid the introduction of boiler flue gases or vehicle and condenser unit exhausts.
3. Diffusers shall be selected and spaced so that, at the occupied level, the movement of air will be uniform and not be less than ten (10) cubic feet per minute, nor more than fifty (50) cubic feet per minute when measured at four feet (4") above the floor. They shall be selected so that the throw from an air diffuser does not impinge on walls, columns, or the throws from other diffusers based on a terminal velocity of one hundred feet (100') per minute. Diffusers located in offices shall be of the fully adjustable air pattern type.

#### H. **BALANCING AND ADJUSTING**

1. Space conditioning equipment shall be balanced and adjusted by persons certified to perform such functions prior to occupancy.
2. Copy of air balance report shall be provided to the Economic Development Agency.

#### I. **NOISE AND VIBRATION**

1. Particular care shall be exercised in the design, selection and installation of all mechanical equipment and components to attain reasonable noise levels in occupied space. In general, sound levels for various spaces shall be maintained in accordance with the recommendations of the ASHRAE Guide.

#### J. **OPERATING INSTRUCTIONS**

1. The Lessor shall provide simplified consolidated equipment and control diagrams with specific operating instructions posted on a readily accessible label on each utility system, such as furnaces, refrigeration equipment, air handling systems, and pumping systems. These instructions shall clearly indicate how to stop and start systems, what adjustments must or may be made by County personnel to assure proper operation, and what action shall be taken in emergencies.

### **(ELECTRICAL)**

#### A. **GENERAL REQUIREMENTS**

1. All electrical work shall be designed and installed in accordance with the plan requirements.

2. Codes and ordinances - shall conform to standards of the National Electrical Code (NEC), O.S.H.A., serving public telephone company, State Fire Marshal and local ordinances.
3. Service equipment shall be located in separate electrical/mechanical room with proper working clearances and grounding. All breakers shall be clearly identified.

**B. INTERIOR LIGHTING**

1. Lighting shall meet current codes which include LED lighting.
2. The lighting shall be designed to maintain a uniform level of illumination of the minimum foot -candles designated. Lighting levels shall be based on working plan thirty inches (30") above floor, appropriate coefficient of utilization for the fixture and maintenance factor. Conform to Title 24, Division 9 for lighting requirements. Provide not less than ten foot-candles in halls, thirty foot-candles in rest rooms and fifty foot-candles in all other areas, unless specifically noted otherwise. (eighty foot-candles in drafting room areas).
3. Each working space, utility or storage room shall have at least one receptacle. Each office shall have a minimum of one (1) receptacle on each twelve feet (12') of wall space. See plans for additional and/or special outlets.
4. Provide twenty-four (24) hour lighting for security.
5. Emergency lighting - Shall be provided from battery backup with a minimum of 30 mutes backup.

**C. EXTERIOR LIGHTING**

1. Exterior lighting shall be 1.5 foot-candles minimum with the overall average being higher.
2. LED light shall be an acceptable substitute for lighting.

**(TELEPHONE AND COMMUNICATIONS)**

(Updated November 10, 2008)

**A. GENERAL REQUIREMENTS – System, layout and design shall be per tenant provided documentation and requirements.**

1. All communications requirements shall conform to the standards of Riverside County Information Technology (RCIT) and the serving public telephone company as noted below.
2. **The RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT) COMMUNICATIONS BUREAU TELECOMMUNICATIONS ENGINEER shall be consulted during the Programming, Conceptual Design, Design Development,**

and Construction Design stages to plan the design and provide input for the Telecommunications Infrastructure.

## B. TELECOMMUNICATIONS ROOM SPECIFICATIONS

1. **Dedicated Use: Telecommunications Rooms must be dedicated to the telecommunications function and related support facilities.** Equipment not related to the support of the Telecommunications Room, such as piping, duct work, and distribution of building power, must not be located in, or pass through the room. The Telecommunications Room may not be shared with building or custodial services. Cleaning materials such as mops, buckets or solvents must not be located or stored in the Telecommunications Room. Building alarms, fire monitoring equipment and building automation equipment shall not be installed in the Telecommunications Room without written permission of the RCIT Communications Bureau Telecommunications Engineer. In the event the RCIT Communications Bureau Telecommunications Engineer grants such permission, all building alarms and fire-monitoring equipment shall be installed only in the location designated.
  
2. **Room Physical Specifications - the room must be completed a minimum of thirty (30) days prior to occupancy.** Large projects (more than 20,000 sq. ft.) will require the Telecommunications Room (s) to be completed a minimum of 45 days or as directed by RCIT Communications Bureau Telecommunications Engineer prior to beneficial occupancy. All specifications for said room as outlined in this agreement shall be completed, including, but not limited to, installation of plywood, lighting, electrical circuits, HVAC, ceiling tiles, ground, floor tile and door with lock and three (3) sets of keys.

**It should be understood that the contractor will have to schedule various trades in sooner than the normal construction schedule to complete the Telecommunications Room (HVAC, Electrician, Painter, etc.) as required by the RCIT Communications Bureau Telecommunications Engineer.**

- a. **Location:** The Telecommunications Room shall be as close to the geographic center of the occupied space as possible. **Maximum distance from the center of the Telecommunications Room to the farthest WAO location shall not exceed a radius of 175 feet** unless reviewed by RCIT Communications Bureau Telecommunications Engineer. If occupying more than one floor of a building, **a separate Telecommunications Room shall be required on each floor**, preferably stacked above one another. Provisions shall be made available for easy access into the Telecommunications Room for telephone and data wiring and shall be dedicated for telephone and data use only. Telecommunications Rooms should not be planned next to elevators, restrooms, electrical rooms, air shafts, mechanical rooms, and outside walls. If occupying more than one building, each building will require Telecommunications Rooms that meet the above requirements.
  
- b. **Minimum Room Sizes:** The Telecommunications Room shall be

rectangular in shape and conform to the following inside room dimensions:

<u>Leased Premises – sq. ft.</u>	<u>Room Size</u>
5,000 sq. ft. or <b>less</b>	12' x 9'
5,000 – 10,000 sq. ft.	12' x 12'
10,000 – 30,000 sq. ft.*	12' x 14'
30,000 sq. ft. or <b>larger**</b>	12' x 14'

\* May require more than one room

\*\* Will require more than one room.

- c. **Plywood Wall Lining:** All walls will be lined with AC grade or better, void-free, 4'x8' sheets of 3/4" plywood. Plywood sheets shall be mounted vertically from ceiling height towards floor. Plywood must be painted on all sides with one coat of primer and two coats of white fire resistant paint. The plywood should be installed with the grade "C" surface facing the wall.
- d. **Doors:** The door will be a minimum of three (3) feet wide and 80 inches tall and be located as near as possible to a room corner. The door shall be equipped with a lock. Where practical, the door should open outward to provide additional usable space.
- e. **Air Conditioning:** The environmental control systems for the Telecommunications Room should be able to maintain a room temperature between 18°C and 24°C (64°F and 75°F) at all times (24 hours per day, 365 days per year). All building supplied HCAC inlets to the Telecommunications Room shall be controlled using a Variable Air Valve (VAV) with its own thermostat to prohibit heating the Telecommunications Room. The VAV will be installed in such a fashion to introduce conditioned air if the primary split A/C unit fails to cool the room. It will serve two purposes:
  - 1. Provide ventilation air to the room, cooling only.
  - 2. Serve as an additional backup.

If a building's HVAC system cannot ensure continuous operation (including weekends and holidays), provide a standalone HVAC unit with independent controls for the Telecommunications Room. If an emergency power source is available in the building, connect the HVAC system that serves the Telecommunications Room to the emergency power source. Sensors and controls must be located in the Telecommunications Room, ideally placed 5 feet AFF (thermostat location will be specified on the Telecommunications Room drawing provided by RCIT Communications Bureau Telecommunications Engineer). If an in-room air conditioner is installed, the air conditioner will be hard wired to the thermostat and the location must be approved by RCIT Communications Bureau Telecommunications Engineer before installation. If remote-monitoring equipment is available, this room should

have its own independent sensor. Average heat load for equipment is approximately 150 BTU/SQ Ft of Telecommunications Room space (specific heat load will be provided for each room).

- f. If **fire sprinklers** are located in the Telecommunications Room, the sprinkler shall have a high temperature standard response full circle head with a heavy-duty cover. Sprinkler lines located inside the TR shall not be “charged” under normal conditions. Coordinate placement of the sprinklers with RCIT Communications Bureau Telecommunications Engineer. Sprinkler heads must be a minimum of 10 ft. AFF.
- g. **Room Lighting** – Lighting to provide a minimum of 500 lux (50 foot candles) measured 3 ft. AFF. Coordinate placement of light fixtures with RCIT Communications Bureau Telecommunications Engineer to avoid interference with low voltage equipment. Light fixtures must be a minimum of 10 ft. AFF. Use white paint on the walls and ceiling to enhance room lighting. Power for the lighting should not come from the power panel located inside the Telecommunications Room.
- h. **Emergency Lighting** – Emergency lighting within the Telecommunication Room shall be provided to ensure that the loss of power to normal lights will not hamper an emergency exit from the room.
- i. **Floors:** The floor shall be capable of supporting a minimum load bearing of one hundred (100) pounds per square foot and maximum concentration loading of 2,000 lbs. per foot. Standard VCT floor covering shall be installed unless otherwise specified.
- j. **Ceiling:** If a ceiling will be installed in the Telecommunications Room it must be installed at a **minimum of 10’ AFF**. Ceiling protrusions (e.g. sprinkler heads) must be placed to assure a minimum clear height of 10 feet that is clear of obstructions, to provide space over the equipment frames for cables and suspended cable trays. Ceiling finish must minimize dust and be light colored to enhance the room lighting. A hard ceiling shall not be allowed in the Telecommunications Room.

## C. ELECTRICAL REQUIREMENTS

- a. **Dedicated Power Feeder** – The Telecommunications Room will have its own dedicated power feeder terminated in an electrical panel located inside the room and flush mounted in the wall. **Location of this electrical sub-panel shall be closely coordinated with RCIT Communications Bureau Telecommunications Engineer to ensure it does not impact the overall design and use of the space within the room. Power required for other equipment in the room (e.g. fluorescent lighting, motors, air conditioning equipment) should be supplied by a separate feeder, conduit, and distribution panel.** If an emergency power source is available, connect the Telecommunications Room electrical sub-panel into it.

- b. **General Purpose Outlets:** Provide 110 Volt, 20 Amp duplex outlets installed at standard height on all walls of the Telecommunications Room; maximum spacing between outlets shall not exceed 12 feet.
- c. **Telephone System:** Install one (1) dedicated 208 VAC, 20 Amp circuits terminated into a single surface mounted 4S electrical box with a NEMA L6-20 outlet at a height of 18 inches AFF from center. The circuit will have its own separate hot, neutral, and ground wire all the way back to the power distribution panel. The circuit will be clearly labeled on the cover plate and sub-panel.
- d. **Equipment Racks:** Install two (2) dedicated 20 Amp, 110 VAC circuit with isolated ground for each equipment rack (9' x 12' room – 2 racks, 12' x 12' room – 3 racks, 12' x 14' room – 4 racks). Install one (1) dedicated 30 Amp, 208 VAC circuit with isolated ground for every two equipment racks. The breaker number shall be identified on each of these outlets. Terminate each circuit on double duplex outlets in a surface mounted 4S box in the vertical cable manager 23" above the floor. Equipment Rack locations, circuit locations and quantity will be specified in the room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- e. **Paging – A/V: If required, install** one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on a double duplex outlet in a 4S box. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- f. **Security:** Install one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on double duplex outlets in a 4S box. The location of the outlet(s) will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- g. **Emergency Air Conditioner Outlet (To Support IT Telephone System):** Install one dedicated 208/220 VAC, 20 Amp circuit terminated on a single NEMA 6-20 receptacle. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- h. **Grounding –** A Telecommunications Main Grounding Busbar (TMGB) shall be installed in the Telecommunications Room at the location specified in the room layout that will be provided by the RCIT Communications Bureau Telecommunications Engineer. **The Grounding Busbar must be CPI Chatsworth Products, part #13622-020.** The Busbar shall be insulated from its supporting structure by at least two inches of separation. Bond the Busbar to the building AC grounding electrode system. The minimum size of the bonding conductor should be #3 AWG and be sized to carry the maximum short time rating Amps of the building grounding electrode conductor. A supplemental bonding

connection is required to be Exothermically Welded to the structural steel of the building and local AC sub-panel located inside the Telecommunications Room. Resistance should be no more than .1 ohms between the TMGB and the building main grounding source measured following the two-point bonding test method using an earth ground resistance tester. All grounding conductors shall be run in rigid conduit.

#### D. CONDUIT REQUIREMENTS

##### 1. Work Area Outlets (WAO):

- a. **General Specifications:** Each WAO shall consist of one 4 in. by 4 in. by 2.5 in. deep outlet box with a 2 in. by 4 in. reducing adapter installed.
- b. **Height Requirements:** Each WAO shall be installed at the same height as the adjacent electrical outlet. The height of jacks for wall telephones shall conform to any ADA rules pertaining to handicapped use. This height is typically 44 inches AFF to the center of the outlet box.
- c. **Conduits Specifications:**
  - (1) **Accessible Ceilings:** When there is an accessible ceiling such as suspended acoustical tile, provide a rigid trade size 1 conduit (**flex not allowed**) stubbed into the ceiling space from the outlet box. Ceiling must be accessible from the WAO location back to the Telecommunications Room. If a WAO location is at wall phone height (+44"), install an additional outlet box at standard floor height. Connect a rigid 1-inch conduit from the bottom of the wall height box to the top of the standard floor height box. Ream all conduit ends and fit with insulated bushings.
  - (2) **Non-Accessible Ceilings:** When the ceiling is not accessible, provide a rigid 1¼-inch conduit (**flex not allowed**) run from the WAO location all the way to the Telecommunications Room or to the nearest accessible ceiling space. Runs cannot have more than the equivalent of two 90-degree bends without installing a pull box (pull box must be accessible upon completion of construction). **All conduits will have a pull string installed.** Where multiple outlets are installed, each location will have its own dedicated conduit run; no daisy chaining is allowed.

2. **System Furniture Wall In-feeds:** Wall in-feeds will be one rigid 1.25 in. conduit per 3 WAO locations of systems furniture. The conduit shall be stubbed into the ceiling area from a 4 in. by 4 in. by 2.5 in. deep outlet box. Ream all conduit ends and fit with insulated bushings. In-feed location will be accessible either by cutout or access panel in furniture or placed next to furniture where location will be accessible for service. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.



3. **System Furniture Floor Poke-Thru In-feeds:** Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC9FFTC Poke-Thru's with EMT 1.25 in. conduit per 3 WAO locations of systems furniture. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed, J-Box for furniture supplier power whip connections to be anchored to the ceiling of the floor below with unistrut. J-Box must be with-in 6' of furniture whip connection. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.
4. **System Furniture Power and Data Floor Boxes:** Floor Box locations requiring power/voice/data will require Wiremold P/N RFB4-C1-1 Floor Box with EMT 1.25 in conduit per 3 WAO locations of systems furniture for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S28BBTCAL. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.
5. **Hard Wall Office Floor Poke-Thru:** Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC4ATC Poke-Thru's with the optional Communications Adapter P/N Com75 installed for Voice and Data conduits. Install two (2) EMT 0.75 in. conduits per location. The conduits shall be continuous and stubbed into the ceiling area of that floor being serviced with pull sting installed. No more than two 90's will be allowed. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.
6. **Hard Wall Power and Data Floor Boxes:** Floor Box locations required power/voice data will require Wiremold P/N RFB4-C1-1 Floor Box with (1) EMT 1.25 in. conduit for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S38BBTCAL. Ream all conduits ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.
7. **Backbone Pathways:**
  - a. **Telecommunications Rooms On the Same Floor:** When two or more Telecommunications Rooms exist on the same floor, provide two (2) rigid

metallic trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree sweeps without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.**

- b. **Telecommunications Rooms On Different Floors:** When two or more Telecommunications Rooms exist on different floors, provide a minimum of two (2) rigid trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.** In multi-level buildings with **stacked Telecommunications Rooms**, sleeves shall be provided from the ceiling of the lowest level to the floor of the top level. Size, quantity, and location will be provided by the RCIT Communications Bureau Telecommunications Engineer.
- c. **MPOE:** If the MPOE (minimum point of entry) is not physically located in the Telecommunications Room it shall be necessary to install two (2) trade size 4 conduits from the MPOE to the Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.**
- d. **Telecommunications Rooms in Multiple Buildings on Same or Adjacent Properties:** The number of conduits will be determined by the **size and scope of each project.** The items listed below are **BASIC** requirements only as the scope of the project increases, some or all of the items listed below may undergo major changes:

(1) Conduits shall be rigid and shall be four (4) trade size 4. A

**minimum** of two (2) conduits will be installed from the primary Telecommunications Room and each building as defined by the RCIT Communications Bureau Telecommunications Engineer. Conduits shall be installed in the most direct route possible.

- (2) Conduits shall be buried a minimum of 36 inches below finish grade.
  - (3) Conduits shall be encased in 2,000 PSI concrete where vehicle traffic occurs and encased in slurry everywhere else for the entire length.
  - (4) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
  - (5) No more than the equivalent of two (2) 90-degree bends shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
  - (6) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All sweeps shall have a minimum bending-radius of 10 times the diameter of the conduit.
  - (7) All four inch conduits should have a minimum ¼-inch nylon pull rope. All four inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.
8. **Firewalls:** If any firewalls are present, conduit/sleeve access through the wall must be provided by the contractor. The ends of any conduit/sleeve penetrating a firewall will be sealed with the appropriate fire stop. Identification of the areas that must be sealed shall be identified by the contractor at the time of wiring. Size and location of the sleeves will be determined by the RCIT Communications Bureau Telecommunications Engineer. Sleeves should penetrate the wall a minimum of 3 inches. Ream each end of conduit and fit with insulated bushing.
9. **Primary Service Conduit Requirements (New Construction):**
- a. The number of all primary service conduits will be determined by the **size and scope of each project**. The items listed below are **BASIC** requirements only and as the scope of the job increases, some or all of the items listed below may undergo major changes:

- (1) Entrance conduits shall be rigid and shall be four (4) trade size 4. **A minimum** of two (2) conduits will be installed into the Telecommunications Room. Conduits shall be installed in the most direct route possible.
- (2) Conduits shall be buried a minimum of 36 inches below finish grade.
- (3) Conduits shall be encased in slurry for sections identified by RCIT Communications Bureau Telecommunications Engineer as no traffic or low risk.
- (4) Conduits shall be encased in 2,000 PSI concrete for sections not identified in section 5a3.
- (5) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
- (6) No more than the equivalent of two (2) 90-degree sweeps shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
- (7) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All bends shall have a minimum-bending radius of 10 times the diameter of the conduit.
- (8) All four-inch conduits should have a minimum ¼-inch nylon pull rope. All four-inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.

**E. CABLE TRAYS:**

1. If the structural ceiling height is greater than 16' AFF or the occupied space is greater than 25,000 square feet, a cable tray system will be required to support the voice and data wiring. Consult with the RCIT Communications Bureau Telecommunications Engineer requirements to assist in the design of the cable tray system. A structural Engineer will be required to design the cable tray system to code and manufacturer specification and submit design to the RCIT Communications Bureau Telecommunications Engineer for approval.

**RCIT  
System's Furniture  
Telecommunications Standards  
June 16, 2004**

**1. Work Area Outlets**

- 1.1. **Definition: Work Area Outlet (WAO)** – consists of a telecommunications faceplate and its component (s) – what telephones and PC's are plugged into at a user's desk location or work area.
- 1.2. Furniture communications outlet openings shall accommodate the installation of an industry-standard, single gang faceplate, with a minimum opening of 2 inches by 3 inches.
  - 1.2.1. Two (2) factor or field-installed threaded openings shall be provided for single gang faceplate mounting and shall accommodate a 10x22 screw.
- 1.3. Furniture communications outlet openings shall provide a minimum mounting depth of 44.5 mm (1.75 in).
- 1.4. Extender plates shall be provided for WAO's (Work Area Outlet's) within furniture system – one for each workstation space, fax location, and printer location.
  - 1.4.1. Extender plates shall be a minimum 7/8 inch deep.

**2. Cabling Pathways**

- 2.1. Furniture pathways shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.
  - 2.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).
  - 2.1.2. This requirement applies to ALL areas of the furniture pathway INCLUDING corners, panel to panel pathways, etc.
  - 2.1.3. Consideration will include space used in furniture for connecting hardware.
- 2.2. Furniture system shall completely conceal all communications cabling in all cabling pathways.
- 2.3. Entire communications cabling pathway shall contain a continuous and rigid support infrastructure within each panel.

- 2.4. When communications cabling pathways run parallel to electrical pathways:
  - 2.4.1. A metallic barrier shall be provided (i.e. metallic divider, conduit, corrugated or solid) and shall be bonded to ground.
  - 2.4.2. Electrical components shall not impede on communications cabling pathways so as to restrict in any way the fill requirements noted above.
- 2.5. The minimum size pathway shall not force the cable bend radius to be less than 25 mm (1 in) under conditions of maximum cable fill.
- 2.6. Metallic pathway edges shall utilize protective bushings.
- 2.7. All panels shall be equipped with at least one (1) of the following raceways and shall singularly conform to all of the above noted cabling pathway requirements:
  - 2.7.1. Base Raceway
  - 2.7.2. Top Raceway

### **3. Furniture In-Feeds**

- 3.1. Furniture in-feeds shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.
  - 3.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).
  - 3.1.2. Consideration will include space used in furniture for connecting hardware.
- 3.2. Furniture in-feeds shall have the ability to provide for separate entry points for power and communications cabling.
  - 3.2.1. Where entry points are closer than 6 inches, a physical / mechanical barrier shall be provided to separate cabling entry points.
- 3.3. Metallic in-feed edges shall utilize protective bushings.
- 3.4. One furniture in-feed shall be provided for every four (4) WAO's (Work Area Outlets).
- 3.5. Placement of furniture in-feeds shall be coordinated and verified by County IT.

## ESTOPPEL CERTIFICATE

1. The County of Riverside, as Tenant, or County, and The Boureston Companies, as Lessor, entered into a written office lease dated XXX in which Lessor leased to County and County leased from Lessor those certain premises consisting of approximately 45,204 square feet of office space located at 2815 Main Street. The office lease, as amended is referred to in this Certificate as the Lease.
2. The Lease has not been amended, modified, nor supplemented.
3. County has paid Rent through \_\_\_\_\_. The next payment of Rent is due on the first of each month. The current rent is \$106,229.00. County has not paid Lessor a security deposit.
4. Under the Lease, the term began on \_\_\_\_\_, and the expiration date of the Lease is \_\_\_\_\_, and any options the County may have to extend the term as identified in this Certificate.
5. The Lease provides for two options to extend the term of the Lease. The extension Options(s) shall be exercised by County delivering to Lessor written notice thereof no later than ninety (90) days prior to the expiration of the Original Terms or any extension thereof. The rent payable by County during any extended term shall be 2.5% greater than the original term rent or option period.
6. The County has the right of first refusal to renew the Lease, after the original term and any options to extend have expired, on the same terms and conditions received by Lessor as a bona fide offer from a third party to Lease the premises.
7. There are no oral or written amendments, modifications, or supplements to the Lease except as previously stated in this Certificate. A true, correct, and complete copy of the lease, including all amendments, is attached to this Certificate. The Lease is in full force and effect and represents the entire agreement between Lessor and the County pertaining to the Premises.
8. All space and improvements leased by County have been completed and furnished in accordance with the provisions of the Lease, and County has accepted and taken possession of the Premises. All contributions required to be paid by Lessor to date for improvements to the Premises have been paid in full.
9. Lessor and County are not in default in the performance of any of the terms and provisions of the Lease. To the best knowledge of each Party, no event or condition has occurred that, with the giving of notice or passage of time, or both, would constitute such default by Lessor or County.

10. Lessor has not assigned, transferred, or hypothecated the real property or any interest in the real property.
11. The County has not assigned, transferred, or hypothecated the Lease or any interest in the Lease or subleased all or part of the Premises.
12. There are no mortgagees, beneficiaries under deeds of trust, or other holders of a security interest in the Real Property.
13. There are no setoffs or credits against Rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to County.
14. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against either Lessor or County
15. The execution of this Certificate by Lessor and the County does not amend the Lease or waive any of Lessor's or County's rights under the Lease.
16. This Certificate is given to \_\_\_\_\_ with the understanding that as a lender or purchaser of the above described real property or assignee of either Lessor or \_\_\_\_\_ may rely on it in connection with either the assignment or acquisition of the above described real property or making a loan secured by the above described real property. Following that acquisition, assignment by Lessor or loan, County intends to keep the Lease full force and effect and shall bind and inure to the benefit of The Boureston Companies and its successor in interest.

COUNTY:

By: \_\_\_\_\_  
Robert Field,  
Assistant County Executive Officer/EDA

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel



RECORDED AT REQUEST OF AND WHEN  
RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

### SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-disturbance, and Attornment Agreement ("Agreement") is made as of \_\_\_\_\_ between \_\_\_\_\_ (Lender), a \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and the County of Riverside (County), by its authorized representative the Assistant County Executive Officer/EDA having its address for notification at 3403 Tenth Street, Suite 400, Riverside, California 92501.

#### Recitals:

A. Lender has agreed to make a loan to \_\_\_\_\_, a \_\_\_\_\_ (Lessor), to be secured by a deed of trust, dated \_\_\_\_\_, \_\_\_\_\_, and recorded on \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in the Official Records of \_\_\_\_\_ County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the "Mortgage") encumbering Lessor's ownership interest in real property located in \_\_\_\_\_, \_\_\_\_\_, State of California. The legal description of the encumbered real property (the "Mortgage Premises") is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the promissory note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the "Loan Documents".

B. On \_\_\_\_\_, \_\_\_\_\_, County and Lessor entered into a lease for the Mortgage Premises (the Lease). The Lease creates a leasehold estate in favor of County for space (the "Premises") located on the Mortgage Premises.

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Leases, Rents and Profits dated \_\_\_\_\_, \_\_\_\_\_, and recorded on \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in the Official Records of the County Recorder of \_\_\_\_\_, California concerning all rents, issues and profits from the Mortgage Premises. This document, together with all amendments, renewals, modifications consolidations, replacements, substitutions and extensions, is hereafter referred to as the "Assignment of Rents."

To confirm their understanding concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

Lender and County, intending to be legally bound, agree and covenant as follows:

1. **Representations and Warranties.** County warrants and represents that the Lease is in full force and effect and that, as of the date of this Agreement and to the best of County's knowledge, there is no default under the Lease by Lessor or County.

2. **County Subordination.**

2.1. Subject to the provisions of Section 3, the Loan Documents shall constitute a lien or charge on the Mortgage Premises that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of County under it; by this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of County under it, is subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender.

2.2. By executing this Agreement, County subordinates the Lease and County's interest under it to the lien right and security title, and terms of the Loan Documents, and to all advances or payments made, or to be made, under any Loan Document.

3. **Non-disturbance.**

3.1. Lender consents to the Lease.

3.2. Despite County's subordination under Section 2, County's peaceful and quiet possession of the Premises shall not be disturbed and County's rights and privileges under the Lease, including its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and any extensions thereof, shall not be diminished by Lender's exercise of its rights or remedies under the Loan Documents, provided that County is not in default under this Lease.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease beyond any applicable cure or grace periods, has not surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to, and possession of, the Premises, Lender and County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

(a) The obligations and liabilities of Lender under a new lease shall be subject to the terms and conditions of this Agreement (including the provisions of Sections 5-7);

(b) Lender shall have no obligations or liabilities to County under any such new lease beyond those of Lessor as were contained in the Lease; and

(c) The expiration date of any new lease shall coincide with the original expiration date of the Lease.

3.4. County shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Loan Documents unless such joinder shall be legally required to perfect the foreclosure, trustee's sale, or other proceeding.

4. **Attornment.**

4.1. If Lender shall succeed to Lessor's interest in the Mortgage Premises by foreclosure of the Mortgage, by deed in lieu of foreclosure, or in any other manner, County shall be bound to Lender under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect as if Lender were the Lessor under the Lease. County shall be deemed to have full and complete attornment to, and to have established direct privity between County and:

- (a) Lender when in possession of the Mortgage Premises;
- (b) a receiver appointed in any action or proceeding to foreclose the Mortgage;
- (c) any party acquiring title to the Mortgage Premises; or
- (d) any successor to Lessor.

4.2. County's attornment is self-operating, and it shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease. Lender agrees to give County written notice if Lender has succeeded to the interest of the Lessor under the Lease. The terms of the Lease are incorporated into this Agreement by reference.

4.3. If the interests of Lessor under the Lease are transferred by foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to a party other than Lender (Transferee), in consideration of, and as condition precedent to, County's agreement to attorn to any such Transferee, Transferee shall be deemed to have assumed all terms, covenants, and conditions of the Lease to be observed or performed by Lessor from the date on which the Transferee succeeds to Lessor's interests under the Lease.

5. **Lender as Lessor.** If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Lender's succession to the Lessor's interest under the Lease, have the same remedies against Lender for breach of the Lease that County would have had under the Lease against Lessor; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender, as successor to the Lessor's interest, shall not be:

- (a) liable for any act or omission of the Lessor;
- (b) subject to any offsets or defenses expressly permitted under the Lease, including abatement rights which County might have had against Lessor;
- (c) bound by any rent or additional rent that County might have paid for more than one month in advance to Lessor; or
- (d) bound by an amendment or modification of the Lease.
- (e) subject to the County's right to assert continuing claims, such as material interference with the County's use and enjoyment of the premises, against the Lender.

6. **Right To Cure.** County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the lease to cure the default, plus an additional thirty (30) days or ten (10) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

- (a) Lender shall notify County of Lender's intent to effect its remedy;
- (b) Lender initiates immediate steps to foreclose on or to recover possession of the Mortgage Premises;
- (c) Lender initiates immediate legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises within the thirty (30) day period; and
- (d) Lender prosecutes such proceedings and remedies with due diligence and continuity to completion.

7. **Assignment of Rents.** If Lessor defaults in its performance of the terms of the Loan Documents, County agrees to recognize the Assignment of Rents made by Lessor to Lender and shall pay to Lender, as assignee, from the time Lender gives County notice that Lessor is in default under the terms of the Loan Documents, the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Lender. Payments of rents to Lender by County under the assignment of rents and Lessor's default shall continue until the first of the following occurs:

- (a) No further rent is due or payable under the Lease;
- (b) Lender gives County notice that the Lessor's default under the Loan Documents has been cured and instructs County that the rents shall thereafter be payable to Lessor;
- (c) The lien of the Mortgage has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives County notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Lessor's interests under the Lease, after which time the rents and other benefits due Lessor under the Lease shall be payable to the purchaser as the owner of the Mortgage Premises.

8. **County's Reliance.** When complying with the provisions of Section 7, County shall be entitled to rely on the notices given by Lender under Section 7, and Lessor agrees to release, relieve, and protect County from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of County's compliance with such notice.

County shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with Section 7 to the same extent as if such rents were paid directly to Lessor. Any dispute between Lender (or Lender's Transferee) and Lessor as to the existence of a default by Lessor under the terms of the Mortgage, the extent or nature of such default, or Lender's right to foreclosure of the Mortgage, shall be dealt with and adjusted solely between Lender (or Transferee) and Lessor, and County shall not be made a party to any such dispute

(unless required by law).

9. **Lender's Status.** Nothing in this Agreement shall be construed to be an agreement by Lender to perform any covenant of the Lessor under the Lease unless and until it obtains title to the Mortgage Premises by power of sale, judicial foreclosure, or deed in lieu of foreclosure, or obtains possession of the Mortgage Premises under the terms of the Loan Documents.

10. **Cancellation of Lease.** County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease, and then for only such period that lender holds title to the Mortgaged Premises.

11. **Special Covenants.** Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Mortgage Premises, County agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the Mortgage Premises to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.

12. **Transferee's Liability (Non Recourse).** If a Transferee acquires title to the Mortgage Premises:

(a) County's recourse against Transferee for default under the Lease shall be limited to the Mortgage Premises or any sale, insurance, or condemnation proceeds from the Mortgage Premises;

(b) County shall look exclusively to Transferee's interests described in (a) above for the payment and discharge of any obligations imposed on Transferee under this Agreement or the Lease ; and

(i) Transferee, its officers, directors, shareholders, agents, and employees are released and relieved of any personal liability under the Lease;

(ii) County shall look solely to the interests of Transferee set forth in (a) above, and

(iii) County shall not collect or attempt to collect any judgment out of any other assets, or from any general or limited partners or shareholders of Transferee.

13. **Transferee's Performance Obligations.** Subject to the limitations provided in Sections 11 and 12, if a Transferee acquires title to the Mortgage Premises, the Transferee shall perform and recognize all County improvement allowance provisions, all rent-free and rent rebate provisions, and all options and rights of offer, in addition to Lessor's other obligations under the Lease.

14. **Notice.** All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when:

(a) deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid); or

(b) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne.

Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

County: Economic Development Agency  
3403 Tenth Street, Suite 400  
Riverside, CA 92501  
Attention: Deputy Director of Real Estate

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not affect the effectiveness of a notice given hereunder.

**15. Miscellaneous Provisions.**

15.1. This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.

15.2. The captions contained in this Agreement are for convenience only and in no way limit or alter the terms and conditions of the Agreement.

15.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the extent that California law is preempted by the U.S. federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.

15.4. This Agreement has been executed in duplicate. Lender and County agree that one (1) copy of the Agreement will be recorded.

15.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of County under it, to the lien or charge of the Loan Documents and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Loan Documents, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.

15.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease.

15.7. If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorneys' fees, costs, and expenses it has incurred.

15.8. Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

Executed on the date first above written.

**Lender:**

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_[signature]\_\_\_\_\_

Its: \_\_\_[state title]\_\_\_\_\_

**COUNTY OF RIVERSIDE:**

By: \_\_\_\_\_

John J. Benoit

Chairman, Board of Supervisors

**ATTEST:**

Kecia Harper-Ihem

Clerk to the Board

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

Gregory P. Priamos, County Counsel

By: \_\_\_\_\_

Deputy County Counsel

Accepted and Agreed To:

**Lessor:**

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_[signature]\_\_\_\_\_

Its: \_\_\_[state title]\_\_\_\_\_

[Exhibit A: Legal description of Mortgage Premises]



EXHIBIT I

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

BRYAN CAVE LLP  
3161 Michelson Drive, Suite 1500  
Irvine, California 92612  
Attention: William B. Tate II

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Space Above This Line For Recorder's Use Only

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT I

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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by CORONA MEDICAL ARTS PLAZA, LLC, a California limited liability company ("Corona Medical").

**ARTICLE I**

**RECITALS**

1.01 Corona Medical is the owner of that certain real property located in the City of Corona, State of California (the "Property"), more particularly described in Exhibit "A" hereto and designated therein as Parcels "1" and "2."

1.02 Corona Medical desires to develop the Property in two or more phases into a planned and integrated medical office and commercial complex consisting of two (2) buildings respectively located on each of the two (2) Parcels (as that term is hereinafter defined) and adjacent parking lots (the "Parking Lots").

1.03 The planned development will be benefitted if the owners and users of the two (2) Parcels have reciprocal rights to use the Common Area (as that term is hereinafter defined) located on the both Parcels and if certain mutual provisions by and between the two (2) Parcels govern the construction of the Improvements (as that term is hereinafter defined) thereon and the maintenance and operation of the Common Area.

NOW, THEREFORE, Corona Medical hereby declares as follows:

**ARTICLE II**

**GENERAL PROVISIONS**

2.01 Establishment of Covenants. Corona Medical hereby declares that the Property and all Improvements now or hereafter situated on, over or under the Property is now held, and shall hereafter be held, transferred, sold, leased, encumbered, conveyed and occupied subject to the covenants, conditions and restrictions herein set forth (collectively "Covenants"), each and all of which is and are, except as otherwise specifically provided herein, for, and shall inure to, the benefit of and pass with each and every portion of the Property and shall run with the land and shall apply to and bind (i) any Owner (as that term is hereinafter defined) and (ii) the Property.

2.02 Purpose of Covenants. The purpose of these Covenants is to ensure proper development and use of the Property, to protect the Owner of each Parcel against any improper development and use of the other Parcel as will depreciate the value of such Owner's Parcel, to prevent the erection on the Property of Improvements built of improper design or materials, to enhance and protect the value, desirability and attractiveness of all of the Property in general, to provide adequately for a high type and quality of improvement of the Property in accordance with a

uniform plan of development, to impose upon the owners certain obligations with respect to their Improvements, to provide for common use and the maintenance and operation of the Common Area, to establish certain Covenants affecting all or certain of the Parcels, and to protect Institutional Mortgagees (as that term is hereinafter defined).

2.03 Definitions. In addition to the definitions set forth elsewhere herein, the following terms shall have the meanings set forth below:

“Allocated Share” as to any Owner shall mean a fraction, the numerator of which is the Floor Area in that part of the Project on such Owner’s Parcel, and the denominator of which is the Floor Area in the Project on all Parcels that have reached Substantial Completion.

“Building” or “Buildings” shall mean any, some or all, as the context requires, of the buildings to be constructed on each of Parcel 1 and Parcel 2 (but shall not include the Parking Lots) and any additions or reconstructions thereof built in accordance with Article VII hereof.

“City” shall mean the City of Corona, a municipal corporation, organized and conducting business pursuant to the laws of the State of California.

“Commencement of Construction” as to any Parcel shall mean the time at which an Owner obtains a building permit with respect to the Construction of Improvements on such Parcel.

“Common Area” shall mean all of those facilities and improvements on, under or in the Property; provided, however, Common Area shall not include:

- (i) any Building or portion thereof;
- (ii) security and life safety systems within a Building; and
- (iii) the loading docks.

It is the express intention of Corona Medical that Common Area shall not include or encompass or be deemed or interpreted to include or encompass any of the improvements set forth in subparagraphs (i) through (iii) above unless all of the Owners otherwise agree in writing.

“Deed of Trust” shall mean a mortgage, as well as a deed of trust.

“Environmental Laws” means collectively all federal, state and local laws, statutes, codes, ordinances, orders, rules and regulations relating in any way to the generation, transportation, use, storage, maintenance, disposal or remediation of Hazardous Substances.

“Floor Area” shall mean [\_\_\_\_\_] of square feet for Parcel 1 and [\_\_\_\_\_] of square feet for Parcel 2.

“Hazardous Substances” shall mean any hazardous or toxic substance, material or waste which now is or hereafter becomes regulated by any local governmental authority, the State of California or the United States Government. The term “hazardous substances” includes,

without limitation, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 251223 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a “hazardous material,” “hazardous substance” or “hazardous waste”, under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 30; (viii) designated as a “hazardous substance” pursuant to Section 1311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317); (ix) defined as a “hazardous waste” pursuant to Section 6903(5) of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (x) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as may be amended from time to time; (xi) any “pollutant or contaminant” as defined in 42 U.S.C. Section 9601(33); or (xii) defined as “hazardous waste” pursuant to 42 C.F.R. Part 260 or defined as a “hazardous chemical” pursuant to 29 C.F.R. Part 1910.

“Improvement(s)” shall mean and include all Buildings, structures, and the Common Area located above or below the ground level of any Parcel (including the Parking Lots), and any replacements, additions, repairs or alterations thereto of any kind whatsoever, but excluding any improvements to the interior of any Building (other than window treatments or lobbies at the street level of any Building).

“Institutional Mortgagee” with respect to any owner shall mean a bank, insurance company or federal or state savings and loan association or any subsidiary of any of the foregoing, pension trust, group trust, real estate investment trust or saving fund society or similar institution that is the holder or co-holder of a recorded first mortgage or deed of trust on any Parcel.

“Majority (Owners)” or “Majority (Footage)” as the case may be, shall mean any Owner or any combination of Owners whose Buildings have an aggregate Floor Area greater than or equal to fifty-one percent (51%) of the aggregate Floor Area of all Buildings on all Parcels that have reached Substantial Completion.

“Manager” shall have the definition set forth in Article 9 hereof.

“Occupant(s)” shall mean any Person or Persons from time to time entitled to the use and occupancy of the respective Parcels of each Owner under any lease, deed or other instrument or arrangement with the Owner of such Parcel where under such Person or Persons have a right to the use and occupancy of any portion thereof.

“Owner” shall mean collectively all of the owners of record of all fee interests in a single Parcel (and all of such Owner’s successors and assigns) during the respective terms of such owners’, or such successor’s or assign’s, ownership.

“Owners” shall mean, collectively, the Owner of Parcel 1 and the Owner of Parcel 2.

“Parcel” shall mean each of Parcel 1 and Parcel 2.

“Parcels” shall mean, collectively, Parcel 1 and Parcel 2, “Parking Lots” shall mean the parking lots adjacent to the Parcels as depicted on Exhibit “A.”

“Permittees” shall mean all Occupants and their respective officers, directors, employees, agents, contractors, customers, patients, visitors, invitees, licensees, subtenants and concessionaires.

“Person(s)” shall mean a corporation, partnership, trust, association or governmental or other entity, as well as an individual.

“Project” shall mean the Property together with all Improvements now or hereafter constructed on the Property.

“Record” and its variations shall mean the filing and/or recordation of an instrument in the Office of the County Recorder of Riverside County, California.

“Sign(s)” shall mean all names, insignia trademarks, numerals, addresses and descriptive words or material of any kind affixed, inscribed, erected or maintained on the Property or on any Improvement thereon.

“Submittal(s)” shall include all documents required to be submitted to the Owners for approval pursuant to Paragraph 7.02 below.

“Substantial Completion” shall mean, for each Parcel, the issuance of a temporary certificate of occupancy covering the Building shell and core of any Building located on such Parcel.

### ARTICLE III

#### PARKING COVENANTS

3.01 Parking Covenants; Access. Corona Medical hereby grants to each Parcel, effective from and after the date on which the Parking Lots are first legally available for parking, for the benefit of such Parcel’s Owner and Permittees, the non-exclusive right to use the Parking Lots in common with all other Persons entitled to the use thereof for vehicular and pedestrian ingress and egress from the Improvements, vehicular and pedestrian ingress and egress from each of the Parking Lots, vehicular and pedestrian access to and from public streets adjoining the Parcels, for parking of motorized vehicles and bicycles, and for the passage and accommodation of pedestrians upon such respective portions thereof as are set aside, maintained and authorized for such use and for the doing of such other things as are authorized or required to be done on such areas pursuant to this Declaration. Notwithstanding the foregoing, each Parcel, for the benefit of such Parcel’s Owner and Permittees, shall have the undivided exclusive right to its “Allocated Share” of the parking spaces in the Parking Lots available for use by Occupants of the Project.

## ARTICLE IV

### UTILITY COVENANTS

Corona Medical hereby grants to each Parcel (the "Benefitted Parcel"), for the benefit of such Parcel's respective Owner and Permittees, a non-exclusive right on, to, under and across the Common Area for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, storm drains, water and gas mains, electrical power lines, cable television, telephone lines, heating, ventilating and air conditioning lines, fire service lines and other utility lines serving the Property ("Utility Covenants"), all of which sewers, drains, mains and utility lines shall be placed below the street level of the Project to the maximum extent possible. The location of each Utility Covenant shall not materially affect the usage of the Parcel burdened by such Utility Covenant (the "Burdened Parcel") or damage or interfere with any Building on the Burdened Parcel and shall be subject to the prior written approval of each Owner of each Burdened Parcel, which approval shall not be unreasonably withheld or delayed in light of the intent hereof. The Owner of the Benefitted Parcel shall indemnify and hold harmless the Owner of the Burdened Parcel from and against any and all losses, costs, damages and liabilities arising out of or relating to construction, maintenance or use of the Utility Covenant, including, without limitation, costs of replacing any damage to the improvements on the Burdened Parcel (including damaged landscaping) and the costs of discharging any liens on the Burdened Parcel. Upon the request of any Owner, each Owner shall execute an exhibit to this Declaration upon which the location of such Utility Covenants shall be further described in detail.

## ARTICLE V

### EASEMENTS

5.01 [Intentionally Omitted].

5.02 Easements for Encroachment. Corona Medical hereby grants and creates mutual, reciprocal, non-exclusive easements for encroachments of the present Improvements built and existing on each Parcel.

5.03 Slope and Drainage Easements: The Owner of each Parcel will permit free access by Owners of adjacent or adjoining Parcels to slopes or drainageways located on his Parcel which affect said adjacent or adjoining Parcels when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the Parcel in which the slope or drainageway is located. No Owner of a Parcel shall in any way interfere with the established drainage pattern over his Parcel from adjoining or other Parcels, and each Owner of a Parcel shall make adequate provisions for proper drainage if it is necessary to change the established drainage over his Parcel. For the purposes of this paragraph, "established" drainage means the drainage which occurred at the time the overall grading of each Parcel was completed by Corona Medical.



## ARTICLE VI

### CONSTRUCTION PERIOD LICENSE

Upon Commencement of Construction of any Improvement on any Parcel, the Owner of such Parcel and their respective architects, contractors, materialmen and others engaged in performing such work, shall have a temporary license to enter and store materials upon the other Parcel (the "Other Parcel"), but only as and to the extent such construction cannot reasonably be performed without said use of the Other Parcel, and provided that, (i) such license shall terminate when such construction is completed, but shall in any event not extend beyond the time when it is necessary under good construction practice, (ii) such licensee shall not cause any damage to or interfere with any construction being performed or any use of or operations on the Other Parcel, (iii) such licensee shall promptly repair any damage caused by its use of the Other Parcel and upon termination of its license, restore the Other Parcel to their condition immediately prior to such licensee's use, (iv) such licensee shall obtain or cause to be obtained insurance insuring the Owner of the Other Parcel against damage or injury to property or persons resulting from acts or omissions caused by the licensee, its agents or employees in coverages equal to those being carried by or for the benefit of the Owner of the Other Parcel, and (v) such licensee shall give the Owner of the Other Parcel reasonable prior notice of the intent to use such Parcel, the purpose of such use, and the portions thereof intended to be used.

## ARTICLE VII

### IMPROVEMENTS

7.01 Submittals. Except as otherwise provided in Paragraph 7.06 below, no Improvement of any nature whatsoever, including, but not limited to, any alteration or addition to any Improvements existing from time to time, shall be constructed, placed, assembled or maintained on any Parcel until the submittals required by this Paragraph 7.01 ("Submittals") shall have been approved in writing by the Majority (Owners) and their respective Institutional Mortgagees, if required. Separate Submittals regarding Improvements shall be made by the Owner of the affected Parcel for approval of the Majority (Owners) and their respective Institutional Mortgagees as follows:

(a) A comprehensive master plan shall be required when any Improvement occurs in stages;

(b) Preliminary plans and specifications, including a schematic plan, shall be submitted for each stage of, or for the entire Improvement, as the case may be, showing principal exterior dimensions, including height of principal components, design concepts, materials selection, exterior lighting, landscaping, signing, structural facilities and decorative or architectural treatment; and

(c) Working drawings and final plans and specifications shall be submitted for each stage of, or for the entire Improvement, as the case may be. Written approval of the Majority (Owners) and their respective Institutional Mortgagees shall be obtained if any change or modification is made in the basic design, appearance, location or components of the preliminary

plans and specifications approved by the Majority (Owners) and their respective Institutional Mortgagees.

(d) Any Owner or any Institutional Mortgagee may request such further information or documents as such Owner or Institutional Mortgagee reasonably requires to evaluate the Submittal. Partial Submittals may be made and approved by the Majority (Owners) and their respective Institutional Mortgagees, but in no event shall construction of any Improvement proceed beyond the scope of the approval received.

(e) All plans and specifications to be submitted to the Owners and Institutional Mortgagees hereunder for approval by the Majority (Owners) and their respective Institutional Mortgagees shall be prepared by an architect, landscape architect and/or engineer, as applicable, licensed to practice in the State of California, and shall be submitted in writing over the signature of the Owner or his authorized agent.

7.02 Approvals. No Owner and no Institutional Mortgagee shall unreasonably withhold or delay its approval of any Submittal, and such approval shall be reasonably based on the criteria set forth in Paragraph 7.03 hereof. An Owner and an Institutional Mortgagee shall be conclusively, deemed to have given its approval thereof unless, within thirty (30) days, after any such Submittal has been received, such Owner or Institutional Mortgagee, at the case may be, shall give express written notice specifying in reasonable detail each item which such Owner or Institutional Mortgagee disapproves. If so approved, such Owner or Institutional Mortgagee shall endorse and affix its approval on one set of submitted documents and return the same to the person from whom the documents were received; provided, however, that the failure to so endorse and affix shall not affect such approval.

7.03 Basis of Approval. The Project is designed to be an integrated, aesthetically consistent development. Therefore, an Owner or Institutional Mortgagee may reasonably disapprove any Submittals that contemplate Improvements that (i) are not reasonably integrated into the Project, or (ii) which do not substantially conform aesthetically, or visually with other existing or proposed Improvements. Notwithstanding the foregoing, each Owner and each Institutional Mortgagee shall approve any Submittal that is the logical extension and/or modification of, and not materially inconsistent with, any previous Submittal approved by the Majority (Owners) and their respective Institutional Mortgagees.

7.04 Prior Notice of Construction Starts. Each Owner shall give each other Owner and each Institutional Mortgagee at least seventy-two (72) hours' prior written notice of the commencement of the initial work on any Improvements.

7.05 Certificates of Compliance.

(a) Prior to the pouring of any foundations for any Improvement, the Owner conducting such construction shall supply each other Owner and each Institutional Mortgagee with a certification by a duly licensed civil engineer or land surveyor verifying that the proposed Improvements are located on the correct Parcel of land and in accordance with the Submittals previously approved by the Majority (Owners) and their Institutional Mortgagees, as the case may be.

(b) Upon completion of any such Improvements of the Owner conducting such construction shall supply each other Owner and each Institutional Mortgagee with a certification by a duly licensed or registered architect, landscape architect and/or engineer, as applicable, that the Improvements as designed by such architect, landscape architect, or engineer, as the case may be, have been completed substantially in accordance with the working drawings and final plans and specifications previously approved by the Majority (Owners) and their respective Institutional Mortgagees, as the case may be.

7.06 Identical Replacements. Notwithstanding the foregoing, any Improvements for which Submittals were previously approved by the Majority (Owners) and their respective Institutional Mortgagees as provided hereinabove, may be repaired, replaced or reconstructed without the approval of the Majority (Owners) and their respective Institutional Mortgagees, but only if such repair, replacement or reconstruction is substantially identical to the Improvements previously so approved. An Owner constructing such identical replacements shall nevertheless remain subject to Paragraphs 7.04 and 7.05 hereof.

7.07 Presumption of Compliance. Notwithstanding anything to the contrary herein contained, after the expiration of one (1) year from the date of completion of construction of an Improvement, said improvement shall be deemed to be in compliance with all provisions of this Article VII, unless actual notice of such noncompliance or noncompletion, executed by any Owner, shall appear of record in the Office of the County Recorder of Riverside County, California, or unless legal proceedings shall have been instituted to enforce compliance or completion.

7.08 Exculpation. Except for any actions taken (or any failure to take action) in bad faith, no Owner or Institutional Mortgagee shall be liable in damages to anyone making Submittals as provided herein, or to any other Owner, licensee or other Person subject to or affected by these restrictions, on account of (i) such Owner's or Institutional Mortgagee's approval or disapproval of any Submittal, whether or not defective; (ii) any construction, performance or non-performance by an owner of any work on such Owner's Parcel or Improvements, whether or not pursuant to approved Submittals; (iii) any mistake in judgment, negligence, action or omission by such Owner or Institutional Mortgagee in exercising its rights, powers and responsibilities under this Article VII; or (iv) the enforcement or failure to enforce any of these restrictions. Every Person who makes Submittals to the Owners for approval by the Majority (Owners) and their respective Institutional Mortgagees agrees by reason of such Submittals and every Owner of a Parcel, Improvements or any portion thereof agrees by acquiring title or an interest therein, not to bring any suit or action against any owner or Institutional Mortgagee seeking to recover any such damages, except as set forth above. An Owner's or an Institutional Mortgagee's approval of any Submittal shall not constitute the assumption of any responsibility by, or impose any liability upon, such Owner or Institutional Mortgagee as to the accuracy, efficacy or sufficiency thereof.

7.09 Completion of Work. After commencement of construction of any Improvement, the work thereon shall be diligently prosecuted to the end that the structure shall not remain in a partly-finished condition any longer than reasonably necessary for completion thereof. Each Owner shall use reasonable efforts to minimize any disruption to the Common Area, and to the Owners, Occupants and Permittees who use the Common Area during the construction of Improvements. Additionally, each Owner shall use reasonable effort to minimize the disruption of traffic flow and parking during such construction and shall clear up daily any construction debris from the Common Area to the extent reasonably practicable.

7.10 Fee. Any Owner which makes a Submittal pursuant to this Article VII shall reimburse each other Owner and its Institutional Mortgagees for the reasonable costs and expenses incurred by each such other Owner and its Institutional Mortgagees in reviewing such Submittal, including, without limitation, any architectural and/or engineering fees incurred in connection therewith; provided, that the Owner making a Submittal shall not be obligated to reimburse the other Owners and their respective Institutional Mortgagees for the fees, costs and expenses of more than one architect, landscape architect and engineer engaged by such other Owners and their respective Institutional Mortgagees to review such submittal. In the event that such other Owners and their respective Institutional Mortgagees do not jointly engage such professionals, the Submitting Owner shall not be obligated to reimburse, for professional services by an architect, landscape architect and engineer, more than an amount equal to the amount of the highest reasonable fees incurred by any reviewing Owner or its Institutional Mortgagees. Each such other Owner and its Institutional Mortgagees shall provide to the reimbursing Owner reasonable itemization of such costs and expenses upon request.

## ARTICLE VIII

### REGULATION OF OPERATIONS AND PERMITTED USES

8.01 Permitted Uses. Subject to all applicable zoning laws or ordinances promulgated by the City and the County of Riverside, the following uses shall be permitted with respect to the Property subject to all other provisions of this Declaration:

- (a) Medical and dental office;
- (b) Restaurants, including fast food outlets;
- (c) General commercial office;
- (d) Banks and savings and loans;
- (e) Health club; and
- (f) Retail to serve primarily employees of or visitors to the businesses located on the Property.

8.02 Prohibited Operations and Uses. No use or operation will be made, conducted or permitted on or with respect to all or any portion of any Parcel or Improvement thereon which is in violation of any applicable governmental requirement or which is obnoxious to or out of harmony with the development or operation of the businesses conducted on any of the Property. The following is a non-exclusive list of operations or uses that shall be prohibited (unless otherwise approved by the Majority (Owners)) because of their obvious detrimental effect upon the general appearance of the Parcels and their conflict with the reasonable standards of appearance and maintenance:

- (i) Any public or private nuisance;

- (ii) Any vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness or loudness (but not including any outdoor concerts or activities conducted with the prior approval of the Majority (Owners);
- (iii) Any substantial or unlawful electromechanical or electromagnetic disturbance or radiation;
- (iv) Any unlawful air or water pollution;
- (v) Any emission of odorous, noxious, caustic or corrosive matter, whether toxic or non-toxic gas;
- (vi) Any litter, dust, dirt or fly ash in excessive quantities;
- (vii) Any unusual firing, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;
- (viii) Any unlawful disposal of biological or medical waste; or
- (ix) Any dumping, disposal, incineration or reduction of garbage or refuse of any nature whatsoever (other than sewage treatment facilities required by the City).

#### 8.03 Other Operations and Uses.

(a) Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration are hereby prohibited, but may be permitted in a specific case if a written description of the proposed operation or use is submitted to and approved in writing by the Majority (Owners). Each Owner shall base approval or disapproval of such use or operation upon the effect thereof on other property subject to these restrictions or upon the Owners, Occupants or Permittees as determined by such owner in its sole discretion. If an owner fails to either approve or disapprove the requested operation or use within thirty (30) days after written request therefor shall have been received, it shall be conclusively deemed that such Owner has disapproved said request. Any Owner who disapproves or is deemed to have disapproved such request shall give the reasons for its disapproval upon written request from any other Owner.

(b) No Owner, nor its successors or assigns, shall be liable in damages to anyone submitting a request pursuant to Paragraph 8.03(a) above, or to any Owner or Occupant by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with such Owner's approval or disapproval or failure to approve any such requested operation or use. Every Person who submits to the Owners a request for approval of an operation or use pursuant to Paragraph 8.04(a) above agrees by submission thereof, and every Owner agrees, by acquiring title to any Parcel, that he will not bring any action or suit against any Owner or its successors or assigns for damages.

8.04 Hazardous Substances. At no time shall an Owner or any Permittee thereof, cause, suffer or permit any Hazardous Substance to be brought onto, used or stored on its Parcel except incidental to construction of Improvements thereon or permitted uses hereunder and in compliance with all Environmental Laws. Each Owner shall comply with, and shall cause such Owner's Permittees to comply with, all Environmental Laws with respect to such Owner's Parcel.

Each Owner hereby agrees to indemnify, defend and hold harmless each other Owner of each of the other Parcels from any violation of this Paragraph 8.04 caused by such Owner or by any Permittee thereof.

## ARTICLE IX

### MAINTENANCE AND OPERATION OF THE PROJECT

9.01 The Manager. From and after the date hereof, the Majority (Owner) shall select, on or before thirty (30) days prior to the expiration of each calendar year, a person to manage the Common Area (the "Manager") and shall approve the terms of the Management Agreement (as hereinafter defined) and the Budget (as hereinafter defined). Upon each selection of the Manager, the Majority (Owner) shall notify in writing each Owner whose Parcel has reached Substantial Completion of the identity of the new Manager.

Notwithstanding the foregoing, the Majority (Owner) may, but shall not be obligated to, select a separate Manager for the Parking Lots (the "Parking Manager"), in which case the procedures set forth in this Article IX with respect to the Manager, the Management Agreement, the Budget, and audits and records shall apply equally to the Parking Manager.

9.02 Management Agreement. The Manager shall manage the Project pursuant to a contract (the "Management Agreement") approved by the Majority (Owner). The Management Agreement shall not be inconsistent with this Declaration and shall contain at least the provisions set forth in this Article IX. When signed by the Manager and the Majority (Owner), the Management Agreement shall be binding on the Owners. The Management Agreement shall provide that it is terminable by the Majority (Owner) on thirty (30) days' prior written notice. The Management Agreement may allow the Manager to subcontract with others for the performance of the duties set forth in the Management Agreement.

9.03 Maintenance of Common Area. The Management Agreement shall provide that the Manager shall be in charge of maintaining and repairing the Common Area consistent with the requirements of this Declaration, which obligation shall include, but not be limited to, the following:

- (a) Keeping the surfaces in a clean, uncluttered, orderly and sanitary condition.
- (b) Making necessary repairs and replacements by reason of obsolescence, exhaustion, wear and tear, weather or casualty, on all Improvements situated thereon.
- (c) Caring for and, when necessary, promptly replanting and replacing all landscaping so as to maintain the same in a first-class, thriving condition.
- (d) Paying the premiums on and maintaining in full force and effect reasonable casualty insurance (as hereinafter provided) and property damage and public liability insurance, all in such amounts and covering such casualties as the Management Agreement requires and in compliance with the reasonable requirements of each Institutional Mortgagee.

(e) Cleaning lighting fixtures located in the Common Area (including those on the exterior of Buildings) and relamping and reballasting as needed.

(f) Maintaining all signs relating to the Project (excluding any signs mounted on a Building identifying the Occupants therein), including relamping and repairing as needed.

(g) Providing customary security, including security personnel, if required, and night lighting as shall be reasonably required for the Common Area.

(h) Maintaining and keeping in a sanitary condition any public restrooms and other public use facilities in the Common Area.

(i) Maintaining appropriate parking area entrance, directional signs, markers and lights as reasonably required and in accordance with the practices prevailing in the operation of similar first-class commercial buildings.

(j) Operating the Parking Lots, including maintaining the surfaces of the Parking Lots and repainting striping, markers and directional signs as necessary to maintain the Parking Lots in first-class condition.

(k) Cleaning, repairing and maintaining all utility systems that are part of the Common Area or used to provide service for the Common Area, to the extent the same are not cleaned, repaired and maintained by public utilities.

(l) Maintaining bicycle parking areas, including replacing bicycle racks when necessary.

9.04 Parking Area. The Management Agreement shall provide that revenues from the operations of the Parking Lots shall be remitted on a monthly basis to the Owners. The Management Agreement shall further provide that both revenues and costs related to the operation of the Parking Lots shall be divided on the basis of a reasonable allocation related to the use of the Parking Lots by each such Owner.

9.05 Taxes.

(a) Each Owner shall initially pay that portion of the real estate taxes and assessments, personal property taxes and assessments, and similar taxes in lieu thereof or in addition thereto (collectively "Taxes") attributable to the Common Area taxed and assessed as part of its portion of the Property. Copies of its Notice of Assessed Valuation and tax bills shall be forwarded to the Manager. The amount of all Taxes attributable to any Common Area shall be a Common Area Cost and shall be paid for by each Owner in the manner hereinafter set forth. Each Owner shall receive an appropriate credit to its Allocated Share of Common Area Costs (as set forth in Paragraph 9.09 hereof) for the portion of Taxes paid by it which are: (i) reasonably attributable to the Common Area on such Owner's Parcel, and (ii) in excess of such Owner's Allocated Share of such Taxes.

(b) Upon the direction of any Owner, the Manager may contest any Notice of Assessed Valuation or tax bill submitted which includes any of the Common Area, but to

the extent that the particular statement or bill includes any Improvements or land not part of the Common Area, the Manager shall first notify the Owner of such Improvements or land of its intention to contest the statement or bill. The Owner of such Improvements or land shall have a period of thirty (30) days following such notification to elect to contest such statement or bill, including the portion thereof attributable to the Common Area, and if such Owner commences such contest within such thirty (30) day period (and the Owner shall have the first right to pursue such contest) and diligently prosecutes the same to completion, the Manager shall have no authority to so do. If such Owner declines to pursue such contest, but the Manager does so, the cost of such contest shall be a Common Area Cost, but to the extent that any reduction is achieved with respect to any Improvements or land, other than with respect to the Common Area, the Manager may charge, and shall be entitled to deduct from any amounts otherwise payable to, such Owner all reasonable costs (including attorneys' fees) incurred in connection with such contest up to the amount payable to such Owner with respect to such reduction; provided, however, if such contest also results in a reduction of the Taxes attributable to the Common Area, there will be a fair division of such costs (as determined by the Majority (Owners)) between those payable by the owner and those which are a Common Area Cost. Costs and expenses incurred by the manager in pursuing any contest shall likewise be included as a Common Area Cost and shall be paid for by the Owners in the manner hereinafter set forth.

9.06 Common Area Costs and Budget. The costs of maintenance, repair and operation of the Common Area shall include the total of all items of direct cost and expense necessarily expended for the supervision, operation, maintenance and repair of the Common Area (collectively "Common Area Costs") as set forth in the Budget (as hereinafter defined) or otherwise in the Management Agreement. By way of example and not limitation, Common Area Costs may include maintenance, replacements and reconstruction work as required to preserve the utility of the Common Area and its equipment in the same condition and status as it was as of the time of the completion of the Initial Improvements and will further include all rental charges for equipment, the cost of small tools and supplies, all costs for police security protection, traffic condition and control, and parking regulation; costs of cleaning and removal of rubbish, dirt and debris from the Common Area; the cost of landscaping and supplies incidental to such; all charges for utility services used in connection with such, together with all costs of maintaining lighting fixtures in the Parking Structure and other parts of the Common Area; all premiums for public liability and property damage insurance covering the Common Area; all fees, costs and expenses incurred pursuant to Paragraph 9.03 and Paragraph 9.05(b) hereof; costs incurred in auditing the Manager pursuant to Paragraph 9.8 hereof (but not including any individual Owner's costs and expenses of inspecting the Manager's books and records); and a fee to the Manager for supervision and management as set forth in the Management Agreement.

The Management Agreement shall require the Manager, in conjunction with the Majority (Footage), to prepare and submit to each Owner, at least ninety (90) days prior to the end of each calendar year, a proposed budget of Common Area costs for the upcoming calendar year ("Budget"). The Budget shall be reasonably approved by the Majority (Owners). The Budget shall be deemed approved by an owner unless within thirty (30) days after the Budget has been submitted to such Owner, such Owner shall give express written notice specifying in reasonable detail each line item which such Owner reasonably disapproves (hereinafter, a "Disapproved Item"). In the event that each line item in the Budget is not approved by the Majority (Owners), the Owners shall be deemed to have approved a Budget that contains (i) those proposed line items that are not Disapproved Items, (ii) as to Disapproved Items, line items in amounts no greater than 110% of



such Disapproved Item's annualized budget as set forth on the Budget last approved hereunder or on the Interim Budget, if applicable; and (iii) an allowance for capital expenditures reasonably required in the ordinary course of maintaining Common Area in a condition substantially similar to that which existed on the date that Phase II reached Substantial Completion. That part of the Budget not meeting the limitations set forth in subparagraphs (ii) and (iii) and which is not approved by the Majority (Owners) shall be submitted to arbitration hereunder.

9.07 Owner's Share. Except as otherwise specifically provided below or in Paragraph 9.07 hereof, each Owner's Share of Common Area Costs shall be equal to such Owner's Allocated Share; provided, however, that no Owner shall have any obligation to pay an Allocated Share of Common Area Costs incurred prior to Substantial Completion of the Building on such Owner's Parcel. Each Owner shall deposit with the Manager a portion of its Allocated Share periodically, as set forth in the Management Agreement.

9.08 Records and Audits. The Management Agreement shall require the Manager to furnish, within ninety (90) days following the expiration of each period for which a Budget was prepared, a statement showing in reasonable detail the total of Common Area Costs incurred for such period. Such statement shall be delivered to each Owner that was entitled to approve the Budget for such period. If the Budget for such period was greater than said total, the Manager shall be obligated to return to each such Owner such Owner's Allocated Share of such excess. The Management Agreement shall require the Manager to keep and maintain at its principal office in Riverside County, California for a period of not less than two (2) years following each calendar quarter, complete and accurate books, records and other pertinent data with respect to Common Area Costs. Any Owner entitled to approve the Budget or its representative shall have the right at any time and from time to time during regular business hours to examine and inspect all of said books, records and other pertinent data for the purpose of investigating and verifying the Manager's incurrence of Common Area Costs. The operations, books and records of Manager shall be audited annually, and all costs and fees associated therewith shall be Common Area Costs.

## ARTICLE X

### MAINTENANCE AND REPAIR OF THE OWNERS' UNIMPROVED PORTIONS OF THE PROPERTY AND IMPROVEMENTS, AND PAYMENT OF OTHER OBLIGATIONS WITH RESPECT THERETO

10.01 Maintenance, Repair and Restoration. Each Owner shall be obligated to maintain in good condition and state of repair, and in compliance with all laws, rules and regulations, orders and ordinances of governmental agencies exercising jurisdiction thereof, any portion of the Property owned by it, any Improvement situated thereon, and any Improvements thereunder, except such portion thereof as is designated as Common Area. All unimproved portions so owned shall be maintained in a neat and clean condition, and all such Improvements shall be maintained in a manner compatible to other similar first-class commercial buildings situated in the City. In the event that any portion of the Common Area on any Parcel is damaged or destroyed by any act or casualty for which insurance is in effect hereunder, the Owner of such Parcel shall promptly restore such portion of the Common Area, in compliance with Article VII hereof, to the extent proceeds of the "Common Area Casualty Insurance" (as hereinafter defined) are available therefor. The Owner of any Parcel on which any Improvement that is destroyed or damaged by casualty and is not required

to be restored hereunder shall either (i) promptly restore such Improvement or (ii) promptly remove from such Parcel all damage and debris thereon and thereafter maintain such Parcel in a clean and safe condition.

10.02 Landscaping: Every Parcel improved with a Building or other Improvement shall be landscaped by the Owner in a first class manner as required by the City within thirty (30) days after occupancy or completion of such structure, whichever occurs first. All landscaping shall be aesthetically compatible and harmonious with all other landscaping in the Project. All unpaved areas between street curbs and the setback lines shall be fully and adequately landscaped. Sprinklers and other reasonable and adequate landscape irrigation maintenance facilities shall be provided for all landscaped areas. Each Owner shall provide continuous maintenance for all undeveloped areas upon its Parcel, and shall keep the same free and clear of weeds, debris and rubbish, in a neat, clean, sightly and well-kept condition.

10.03 Insurance. Each Owner shall, severally, at all times during the term of this Declaration, maintain in full force and effect: (a) comprehensive public liability insurance covering its Parcel (exclusive of the Common Area) with a financially responsible insurance company or companies, including coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom, and comprehensive property damage insurance, each in an amount not less than **[\$5,000,000]** per occurrence, or such greater amount as may be required by the Institutional Mortgagee of such Owner; and (b) fire and other casualty insurance, with coverage for collapse, explosion, underground hazards and coverage in so-called "multiperil" form (excluding earthquake and flood), including a replacement cost endorsement, and an agreed amount endorsement, (the requirements set forth in this Paragraph 10.03 shall be hereinafter collectively referred to as the "Required Casualty Provisions") covering its Parcel (exclusive of the Common Area). The insurance required to be carried pursuant to this Paragraph 10.03 may be carried under a policy or policies covering other liabilities and locations of each Owner, or a subsidiary, successor, affiliate or controlling corporation of such Owner. Each Owner shall severally furnish to the other Owners evidence that said insurance is in full force and effect and that the premiums therefor have been paid. All policies of insurance carried by any Owner pursuant to this Paragraph 10.03 or endorsements issued under any blanket policy or policies covering those liabilities required to be insured against by this paragraph (i) as to public liability policies, shall name the other Owners and all Institutional Mortgagees as additional insureds, (ii) as to property damage, shall name such Owner's Institutional Mortgagee as loss payee, and (iii) shall provide that the same may not be cancelled or amended without at least thirty (30) days' prior written notice being given by the insurer to each other Owner and each Institutional Mortgagee.

The Majority (Footage) approving the Management Agreement shall cause the Manager to secure casualty insurance on the Common Area in an amount sufficient to restore any portion of the Common Area that is damaged or destroyed (the "Common Area Casualty Insurance"). Such Common Area Casualty Insurance shall name as the insured parties each Owner and as loss payees each Institutional Mortgagee of each Owner, as such Owner's (or Institutional Mortgagee's) interests may appear. Such Common Area Casualty Insurance shall contain the Required Casualty Provisions and shall provide that losses payable thereunder shall be payable notwithstanding any act or negligence of any Owner (or Institutional Mortgagee). Such policy shall also provide that no cancellation or termination thereof for any reason (including nonpayment of premiums) shall be effective until at least thirty (30) days after mailing or otherwise sending written notice thereof to the Manager, each Owner and each Institutional Mortgagee. Each mortgage or

deed of trust on a Parcel shall provide that insurance proceeds from the Common Area Casualty Insurance shall be made available for the purposes set forth in this Paragraph 10.03.

Such insurance policy shall also contain a clause providing that any loss in excess of One Million and No/100 Dollars (\$1,000,000.00) shall be payable to a trustee (which shall be a bank or trust company, designated by the Majority (Footage), having an office in the Riverside or Orange County metropolitan areas and which has capital and surplus of at least \$50,000,000) or to the Institutional Mortgagees that hold the first mortgage on the Parcel on which the damage to the Common Area has occurred, at the option of such Institutional Mortgagee; provided, however, such payment shall be made to a bank or trust company, in trust, if there is no Institutional Mortgagee; it being understood, however, that each and every amount collected on any such policies shall be made available to the Owner responsible for the reconstruction or repair of that part of the Common Area damaged or destroyed or to the Majority (Footage) if such Owner fails or refuses to conduct such reconstruction or repair, and shall be paid out by the said trustee or Institutional Mortgagee from time to time as the work of rebuilding, reconstruction and repair shall progress, in amounts designated by certification, by architects licensed to do business in the State of California, showing the application of said amounts as payment for such repairs, rebuilding and reconstruction, but only upon receipt of appropriate mechanic's lien releases. The Owner responsible for the reconstruction or repair shall pay all reasonable fees of the trustee for its services.

Not more often than once per calendar year, an Owner may request that an appraisal of the full replacement cost of the Common Area be conducted. The Majority (Owners) shall cause such appraisal to be conducted, and the cost thereof shall be a Common Area Cost. Upon completion of such appraisal the Majority (Owners) shall cause the coverage of the Common Area Casualty Insurance to be adjusted to equal the updated full replacement cost of the Common Area.

10.04 Waiver of Subrogation. Each Owner hereby releases each of the other Owners from any liability for any loss or damage of the type provided by any insurance required to be carried hereunder, and agrees to exercise its reasonable efforts to secure (without the expenditure of any material sums) from any insurer providing such insurance, a waiver of any right of subrogation which any such insurer of any one Owner may acquire against any other party or parties by virtue of payment of any loss covered by such insurance.

10.05 Owner Taxes. Subject to an Owner's right to contest after payment any Notice of Assessed Valuation or tax bill with respect to its Parcel, each Owner shall be obligated to pay, or cause to be paid, prior to delinquency, all Taxes upon its land and Improvements, if any.

## ARTICLE XI

[INTENTIONALLY OMITTED.]

## ARTICLE XII

### ENFORCEMENT

12.01 Inspection Rights. Each Owner or its authorized representative may, from to time to time, at any reasonable hour, upon reasonable advance notice, enter upon and inspect the

Property, any Parcel or any portion thereof or Improvements thereon, to ascertain compliance with this Declaration, but without obligation to do so or liability therefor.

12.02 Default and Remedies. Each Owner shall have a lien, with power of sale on each Parcel not owned by it to secure the performance of the obligations of the Owner of such Parcel hereunder. Such lien shall be subject and subordinate to the lien of the first mortgage or deed of trust held by any Institutional Mortgagee.

Any breach, default, non-compliance, violation or failure to perform or satisfy any of the covenants or restrictions contained herein involving the payment of money shall be referred to herein as a "Monetary Breach." Any other breach, default, non-compliance, violation or failure to perform or satisfy any of the covenants or restrictions contained herein shall be referred to herein as a "Non-monetary Breach." A Monetary Breach or a Nonmonetary Breach shall each sometimes be referred to herein as a "Breach." The following procedures shall apply in the event that any Owner (the "Non-defaulting Owner") delivers a Notice (a "Breach Notice") to any other Owner (the "Defaulting Owner") and its Institutional Mortgagee alleging that such Defaulting Owner has suffered to exist a Breach on such Defaulting Owner's Parcel or has committed a Breach.

The "Monetary Breach Cure Period" shall mean twenty (20) days after delivery of a Breach Notice identifying an alleged Monetary Breach or, if arbitration of such alleged Monetary Breach has been requested within such twenty (20) day period, then twenty (20) days after the decision of an arbitrator becomes final under Paragraph 14.05 hereof.

The "Non-monetary Breach Cure Period" shall mean thirty (30) days after delivery of a Breach Notice identifying an alleged Non-monetary Breach, and

(i) if cure of such alleged Non-monetary Breach has been commenced within such thirty (30) day period, such longer period as may be required to promptly and diligently cure such alleged Nonmonetary Breach; or

(ii) if arbitration of such Breach has been requested within such thirty (30) day period, then thirty (30) days after the decision of the arbitrator becomes final under Paragraph 14.05 hereof, and, if cure of such Breach is commenced within such thirty (30) day period after the arbitrator's decision becomes final, then such longer period as may be required to promptly and diligently cure such Non-monetary Breach.

In the event a Breach Notice is delivered hereunder and such Breach is not cured within the Monetary Cure Period or the Non-monetary Cure Period, as applicable, any Owner, in its sole discretion, may:

(a) proceed to cure the Breach of such Defaulting Owner hereunder, and/or enter or cause its agents to enter the Parcel or portion of the Parcel as to which the Breach exists and summarily abate and remove, without further legal process to the maximum extent permitted by law, but in such a manner as to reasonably mitigate interference with the lawful uses of such Parcel, if possible, any structure, thing or condition that may exist in Breach of any of these restrictions, all at the sole cost and expense of the Defaulting Owner or any Person having possession under the Defaulting Owner; and/or

(b) deliver to the Defaulting Owner and record with the Riverside County Recorder a certificate or notice of claim of lien (which, among other things, shall recite the nature of the Breach, the legal description of the Parcel or portion of the Parcel affected by such Breach, the record or reputed Owner thereof, the curing Owner's name and address, and the remedies pursued by such curing Owner and the amount of any such claim being charged, including all amounts for which such Defaulting Owner may be liable hereunder, including interest, fees and costs (as set forth in this Paragraph 12.02). If the amount claimed in such lien claim has not been paid to the curing Owner within sixty (60) days thereafter, such curing Owner or its authorized representatives may foreclose such lien by a sale conducted pursuant to Sections 2924, 2924b and 2924c of the California Civil Code, as amended, from time to time, or other statutes applicable to the exercise of powers of sale in mortgages or deeds of trust, or in any other manner permitted by law. Any Owner (including the curing Owner) through its authorized representatives, may bid on and acquire any property subject to such lien at any such foreclosure sale. If any recited amounts are timely paid to the curing Owner as provided above, such curing owner shall forthwith record an appropriate release of such ' lien at the sole expense of the Defaulting Owner; and/or

(c) bring an action in equity or otherwise for specific performance to enforce compliance with this Declaration or for an injunction or to enjoin the continuance of a breach hereof, it being the understanding and agreement of each Owner that a Breach may cause each Non-defaulting Owner to suffer material and irreparable injury and damage not compensable in money.

Any costs or expenses paid or incurred by an Owner in pursuing any remedy hereunder (including without limitation all costs incurred under Paragraph 14.05 hereof and reasonable attorneys' fees and costs of collection), together with interest at the maximum rate permissible by law, shall be a charge against the Parcel or portion of the Parcel as to which the Breach exists, shall be a continuing lien thereon until paid, as to which the procedures in Paragraph 12.02(b) shall apply.

Notwithstanding the foregoing, no Owner may exercise any remedy under this Paragraph 12.02 unless, after the failure of a Defaulting Owner to cure such Breach within the Monetary Cure Period or Non-monetary Cure Period, as the case may be, such Non-defaulting Owner gives a Breach Notice to each Institutional Mortgagee of the Defaulting Owner of which the nondefaulting Owner has received notice under Paragraph 14.04 hereof, and provides such Institutional Mortgagee with the opportunity to cure such Breach within an additional Monetary Cure Period or Non-monetary Cure Period, as the case may be; provided, however, that nothing herein shall entitle such Institutional Mortgagee to arbitrate a Breach that has already been arbitrated hereunder.

Notwithstanding anything in this Paragraph 12.02 to the contrary, any Owner may pursue the remedies specified in Paragraph 12.02(c) hereof with respect to a Non-monetary Breach without delivering a Breach Notice, without regard to the Non-monetary Cure Period, and without regard to the rights of Institutional Mortgagees, if such Owner in good faith believes that any delay associated with the pendency of cure or arbitration hereunder will cause such Owner to suffer material and irreparable injury and damage not compensable in money. Any owner so seeking relief under Paragraph 12.02(c) shall use its good faith efforts to notify the Defaulting Owner and its Institutional Mortgagees promptly upon commencement of any action under Paragraph 12.02(c).

12.03 Exclusivity of Remedies. Except for an action in damages permitted under Paragraph 7.09 hereof, the remedies contained in Paragraph 12.02 hereof are intended to be the exclusive remedies for a Breach hereunder, and each Owner hereby waives any other right or remedy of any nature for a Breach hereunder, whether such right or remedy is available at law, equity or otherwise.

12.04 Waiver. No waiver by any Owner of a Breach of this Declaration and no delay or failure to enforce this Declaration shall be construed or held to be a waiver of any succeeding or preceding Breach of the same part of this Declaration or any other part of this Declaration. No waiver by any Owner of any Breach hereunder shall be implied from any omission by any owner to take any action on account of such Breach if such Breach persists or is repeated, and no express waiver shall affect a Breach other than as specified in said waiver. The consent or approval by any Owner to or of any act by an owner requiring any Owner's consent or approval shall not be deemed to waive or render unnecessary any Owner's consent or approval to or of any subsequent similar acts by the Owner. No waiver by any Owner of any Breach shall be deemed a waiver by any other Owner of such Breach.

12.05 Termination. Notwithstanding anything contained or implied herein to the contrary, in no event shall the remedies available hereunder for a Breach include termination of this Declaration, it being Corona Medical's express intention that this Declaration be terminable only upon agreement of all the Owners. Each Owner hereby waives any right under law, equity or otherwise, to terminate this Declaration under any circumstance other than as set forth in Article XIII hereof.

## ARTICLE XIII

### TERM AND MATTERS AFFECTING RIGHTS AND DUTIES

13.01 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein, shall continue in full force and effect for a period of fifty (50) years from the date of the recording of this Declaration in the Office of the Recorder of Riverside County, California; provided, however, that thereafter this Declaration shall be automatically renewed, for successive periods of ten (10) years each, unless and until terminated in accordance with the provisions of Paragraph 13.02 below; provided, further, no such termination shall terminate any of the Covenants set forth in Article III, Article IV or Article V hereof.

13.02 Termination or Modification. This Declaration, or any provision hereof or thereof, may be terminated, extended, modified or amended as to all or any portion of the Property only by concurrence of all of the owners and all of the Institutional Mortgagees, if any. No such termination, extension, modification or amendment shall be effective until a proper instrument duly executed and acknowledged has been recorded in the Office of the Recorder of Riverside County, California.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

14.01 Constructive Notice and Acceptance. To the maximum extent permitted by law, every Owner who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall conclusively be deemed to have consented and agreed to every Covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Property.

14.02 Mutuality; Reciprocity; Runs with Land. Except as otherwise specifically provided herein, all Covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and Parcel of the Property; shall create reciprocal rights and obligations between the respective Owners of all Parcels and privity of contract and estate between all Owners of the Parcels, their heirs, successors and assigns; and shall, as to the owner of each Parcel, its heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Parcels; provided, however, that the provisions of this Declaration shall only be enforced as provided in Article XII above.

14.03 Intentionally Omitted.

14.04 Rights of Lenders. No Breach of this Declaration shall defeat or render invalid the lien of any first mortgage, deed of trust or similar instrument held by an Institutional Mortgagee, provided that all of the provisions hereof shall be binding upon and effective against any subsequent Owner of the Property or any portion thereof whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise pursuant to such lien rights, but such subsequent Owner shall take title free and clear of any monetary liens arising prior to such transfer of title. If any Institutional Mortgagee gives notice as provided in Paragraph 14.08 hereof to the Owners of the Parcels not encumbered by such Institutional Mortgagee's first mortgage, such Institutional Mortgagee shall be entitled to receive a copy of the notice of any Breach delivered pursuant to Paragraph 12.02 hereof to the Owner of the Parcel on which such Institutional Mortgagee holds a first mortgage, and such Institutional Mortgagee may, but shall not be obligated to, cure such Breach within the time period set forth in Paragraph 12.02 hereof.

14.05 Arbitration. Any and all controversies or disputes arising hereunder shall be settled by binding arbitration; provided, however, that no arbitration hereunder shall enjoin, prohibit or terminate the ability of any Owner to seek equity relief pursuant to the last paragraph of Paragraph 12.02 hereof. All arbitration proceedings hereunder shall be conducted according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), where not inconsistent with the provisions of this Declaration. The judgment upon the award rendered in any arbitration hereunder shall be final and binding on the parties hereto and may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary which may now or hereafter be contained in the Rules of the AAA: (i) the arbitrator shall, upon the request of any party to the arbitration, issue a written opinion of the arbitrator's findings of fact and conclusions of law on all questions submitted to the arbitrator and which opinion shall be sent to the owners involved and their respective Institutional Mortgagees, and (ii) upon receipt by the requesting party of such written opinion, said party will have the right to file with the arbitrator a motion to reconsider and

the arbitrator thereupon will consider the issues raised by said motion and either conform or change his decision which will then be final and conclusive upon the parties thereto.

During an arbitration proceeding pursuant to this Paragraph 14.05, the parties thereto shall continue to perform and discharge all of their respective obligations under this Declaration. All disputes arbitrated in accordance with this Paragraph 14.05 shall be raised by notice, sent to the other party pursuant to Paragraph 14.08 hereof, setting forth the issues to be submitted to arbitration. The parties to the arbitration shall mutually and promptly select one person who has demonstrated at least ten (10) years' experience in the subject matter of the dispute, and who has no business relationship with any party to the arbitration, to act as neutral arbitrator hereunder. If a selection is not made within thirty (30) days after a demand for arbitration is made, then upon the request of either party, an arbitrator shall be appointed by the AAA. The arbitration proceedings shall take place at a mutually-acceptable location in Orange County, California. When resolving any dispute, the arbitrator shall apply the pertinent provisions of this Declaration without departure therefrom in any respect. The arbitrator shall not have the power to change any of the provisions of this Declaration, but this Paragraph 14.05 shall not prevent in any appropriate case the interpretation, construction and determination by the arbitrator of the applicable provisions of this Declaration to the extent necessary in applying the same to the matter to be determined by arbitration. It is specifically contemplated and agreed by the parties hereto that in any arbitration hereunder, the arbitrators shall apply the law of the State of California. Any and all fees and costs of the successful party to such arbitration (including without limitation attorney's fees), and any and all fees and costs of the sole arbitrator, shall be borne by the unsuccessful party to such arbitration.

14.06 Time of the Essence. Time is of the essence with respect to the performance of each of the Covenants and agreements contained in this Declaration.

14.07 Invalidity of Provision. If any provision of this Declaration as applied to any Owner or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the instrument as a whole.

14.08 Notices. All notices, consents, requests, demands, approvals, authorizations, Submittals and other communications provided for herein ("Notices") shall be in writing and shall be deemed to have been duly given if and when (i) personally served, or (ii) delivered by a nationally recognized overnight delivery service (e.g. FedEx, or UPS), or (iii) email, if sent before 5 pm, otherwise on the next business day, with confirmation copy by facsimile, or (iv) two (2) business days after deposit thereof in the United States mail, registered or certified, return receipt requested, postage prepaid, to the intended party at its last known address. If such Notice is to be given to Corona Medical, such notice shall be delivered to:

CORONA MEDICAL ARTS PLAZA, LLC

\_\_\_\_\_  
\_\_\_\_\_  
Attention: Mr. Richard Boureston

Email: rich@tbcos.com

Facsimile: ( ) \_\_\_\_\_



Any Owner, the Manager or any Institutional Mortgagee may change or add its address for the purpose of receiving Notices as herein provided by delivering Notice in the manner aforesaid to all other Owners and the Manager. Until any such change is delivered as provided in this Paragraph 14.08, the other Owners, the Institutional Mortgagees and the Manager, if applicable, may conclusively rely on the last Notice delivered by such Owner, the Institutional Mortgagee or the Manager, as the case may be. All notices delivered to an Owner hereunder shall also be delivered to the Institutional Mortgagee of such Owner, if such Institutional Mortgagee has added its address hereunder.

Upon the transfer or conveyance of all of the fee interest in any Parcel, the transferee shall promptly notify the other Owners and the Manager of the name and address of a single party that may conclusively be deemed by the other Owners and the Manager to be the Owner of such transferred Parcel. Until such notice is deemed delivered to all such parties hereunder, such transferee shall not be deemed an Owner hereunder, and shall not have the benefits of an Owner hereunder including, without limitation, the right to approve any matter hereunder or the right to enforce this Declaration.

For the purpose of any provision herein providing for approval of a proposed action by the Majority (Owners) or the Majority (Footage), such approval shall be conclusively deemed to have been given by each Owner that does not, within thirty (30) days after the Notice with respect thereto is deemed given to such Owner, specifically disapprove such proposed action; provided, however, that this sentence shall not apply to any provision of this Declaration wherein procedures for approval are specifically set forth.

14.09 Intentionally Omitted.

14.10 Governing Law. This Declaration shall be governed under the laws of the State of California.

14.11 Captions. The paragraph headings or captions used herein are for convenience only and are not a part of this Declaration, and do not in any way limit, define or amplify the scope or intent of the terms and provisions hereof.

14.12 No Third Party Beneficiaries. This Declaration is for the sole and mutual benefit of the Owners, and shall not benefit, and shall not be enforceable by, any other party other than an Institutional Mortgagee.

14.13 No Joint Venture. This Declaration is a statement of covenants, conditions and restrictions on the Property, and does not constitute a joint venture or partnership of the Owners. Any joint or representative activity hereunder is solely for the efficacy and enforcement of the provisions contained herein.

14.14 Estoppel Certificates. Upon request by any owner, not more often than once each calendar quarter, each other Owner shall execute an estoppel certificate addressed to such party as requested by such requesting Owner certifying that (a) this Declaration is in full force and effect and a binding obligation of such Owner, (b) this Declaration has not been amended or modified orally or in writing or if so amended or modified, identifying such amendments or modifications and

(c) to the best of such certifying party's knowledge, without investigation, there is no Breach that has not been cured, or if there is such a Breach, describing the nature of such Breach.

14.15 Additional Agreements. Any two or more Owners, together with their Institutional Mortgagees, may enter into and record any covenants, conditions and restrictions regarding use of their respective Parcels so long as such covenants, conditions and restrictions are not inconsistent with this Declaration.

14.16 Authority. Corona Medical hereby represents and warrants to the Owners that it has full power and authority to execute this Declaration and to record this Declaration in the Official Records of Riverside County, California against the Property.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first above written.

CORONA MEDICAL ARTS PLAZA, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_,  
*Date* *(Here Insert Name and Title of the Officer)*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

**Place Notary Seal Above**

**EXHIBIT "A"**

**LEGAL DESCRIPTIONS**

**EXHIBIT "B"**  
**COMMON AREAS**