

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

306



FROM: Redevelopment Agency

SUBMITTAL DATE:
September 23, 2010

SUBJECT: Approval of the Lease Agreement between the Redevelopment Agency for the County of Riverside and the United States Postal Service – 4th District

RECOMMENDED MOTION: That the Board of Directors:

1. Conduct a joint public hearing on October 5, 2010, at 9:30 am with the Board of Supervisors pursuant to Sections 33431 and 33433 of the Health and Safety Code;
2. Approve RDA Resolution No. 2010-025, Approval of the lease agreement between Redevelopment Agency for the County of Riverside and the United States Postal Service;

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: October 5, 2010
xc: RDA, EDA

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

(Comp. Item 9.9)

Prev. Agn. Ref.: N/A District: 4 Agenda Number: 4.5

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *Nita C. Willis*
DATE: *9-23-10*
Departmental Concurrence

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

Redevelopment Agency

Approval of the Lease Agreement between the Redevelopment Agency for the County of Riverside and the United States Postal Service – 4th District

September 23, 2010

Page 2

RECOMMENDED MOTION: (Continued)

3. Approve the Lease Agreement between the Redevelopment Agency for the County of Riverside and the United States Postal Service (USPS), and authorize the Chairman of the Board to execute said lease agreement; and
4. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute and take all necessary steps to implement the lease agreement including signing subsequent, necessary related documents to complete this transaction.

BACKGROUND:

The Agency acquired and owns the Post Office building consisting of approximately 1,750 square feet located at 91307 2nd Street, Riverside County, known as Assessor's Parcel Number 727-193-028. The purpose of the acquisition was to help eliminate blight within the Project Area, and to establish a lease agreement to properly manage the property.

In addition, the Agency wishes to lease the building to the USPS for the purpose of maintaining continuity and services of the Mecca Post Office for the residences, businesses, and community.

The term of the lease shall be for a 5 year period commencing October 05, 2010, and terminating October 04, 2015. The United States Postal Service shall pay \$13,825 (\$7.90 per square foot) per year to the Agency for the term of the lease which shall constitute rent under this lease. Rent shall be paid in equal installments at the end of each calendar month for the term of the lease. The lease includes a Utilities Services, Equipment Rider, and a Maintenance Rider (Partial) under USPS responsibilities. The USPS agrees to relocate should the Agency redevelop the property and/or develops the adjacent property. The term of the lease may be renewed for five years at the option of the Postal Service, provided that notice is received by the Agency in writing at least 90 days prior to expiration.

Staff recommends the Board approve the attached lease agreement between the Agency and the USPS.

**RESOLUTION NO. 2010-025
AUTHORIZATION TO LEASE REAL PROPERTY TO THE UNITED STATES
POSTAL SERVICE FOR THE MECCA POST OFFICE
(Fourth Supervisorial District)**

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

WHEREAS, the Riverside County Board of Supervisors adopted by Ordinance No. 886 on January 27, 2009, a redevelopment plan for an area within the County known as the Mecca Sub-Area of the Desert Communities Redevelopment Project Area (the "Project Area"); and

WHEREAS, pursuant to Section 33670 of the Health and Safety Code, the Agency began receiving tax increment from the Project Areas in January 1988, and continues to receive annual tax increment revenue; and

WHEREAS, pursuant to Section 33430 of the Health and Safety Code, the Agency may within the survey area or for purposes of redevelopment sell, lease, exchange, subdivide, transfer, assign, pledge or otherwise dispose of any real or personal property or any interest in property; and

WHEREAS, the AGENCY owns real property located at 91307 2ND Street, Mecca, CA 92254, in the unincorporated area of the County of Riverside in the community of Mecca within the Desert Communities Project Area ("Property"); and

WHEREAS, a United States Post Office existed on the Property; and

WHEREAS, the Agency wishes to lease the Property to the United States

1 Postal Service ("LESSEE"), and

2 **WHEREAS**, the consideration is not less than the fair reuse value at its
3 proposed use, when considered with covenants, conditions, and restrictions imposed
4 on the Property; and

5 **WHEREAS**, the leasing of the Property will assist in the elimination of blight and
6 is consistent with the implementation plan adopted pursuant to Health and Safety
7 Code Section 33490 by providing much needed community facilities to the Project
8 Area and surrounding communities within the County of Riverside; and

9 **WHEREAS**, A Mitigated Negative Declaration for RDA/CEQA 2009-05 was
10 adopted by the Board of Directors on September 1, 2009, which concluded that the
11 United States Post Office will not have a significant effect on the environment.

12 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by
13 the Board of Directors of the Redevelopment Agency for the County of Riverside,
14 State of California, in regular session assembled on October 5, 2010, as follows:

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

17 2. That the Redevelopment Agency for the County of Riverside is
18 authorized to lease real property located at 91307 2ND Street, Mecca, located in the
19 unincorporated area of Riverside County to the Fourth District.

20 3. The lease price of the subject property is thirteen thousand, eight
21 hundred, twenty-five (\$13,825.00) dollars per year.

22 4. The fair reuse value of the property has been determined to be thirteen
23 thousand, eight hundred, twenty-five (\$13,825.00) dollars annually after conditions,
24 covenants, and criteria have been imposed.

25 5. That the lease between the Agency and the Postal Service is hereby

1 approved and the Chairman of the Board of Directors is authorized to execute the
2 lease agreement, which is attached and incorporated herein.

3 6. That the Executive Director of the Redevelopment Agency or designee is
4 hereby authorized to take necessary steps to complete this transaction including
5 executing subsequent annual renewal agreements and any other subsequent, relevant
6 and necessary documents.

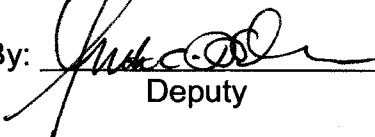
7
8 ROLL CALL:
9 Ayes: Buster, Stone, Benoit, and Ashley
10 Nays: None
11 Absent: Tavaglione

12 The foregoing is certified to be a true copy of a resolution duly
13 adopted by said Board of Supervisors on the date therein set forth.

14 KECIA HARPER-IHEM, Clerk of said Board

15 By: _____
16 Deputy

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

20 By:  _____
21 Deputy

22
23
24
25

The Desert Sun
750 N Gene Autry Trail
Palm Springs, CA 92262
760-778-4578 / Fax 760-778-4731

Certificate of Publication

State Of California ss:
County of Riverside

Advertiser:

RIVERSIDE COUNTY ECONOMIC
44199 MONROE ST STE B
INDIO CA 922013

2000224137

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Newspaper:	The Desert Sun
9/19/2010	9/26/2010

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 26th day of September, 2010 in Palm Springs, California.


Declarant

No. 4007

**NOTICE OF INTENT
TO LEASE REAL PROPERTY
IN THE UNINCORPORATED AREA OF
THE COUNTY OF RIVERSIDE**

Notice is hereby given pursuant to Section 25300 of the California Government Code and Section 33431 and 33433 of the Health and Safety Code and this Notice of Intent to Lease Real Property is being advertised under 6066 of the California Government Code that the Board of Directors of the Redevelopment Agency for the County of Riverside intends to lease real property identified as Assessor's Parcel Number 727-193-028 and a will consider Propositions 2010-028 and 2010-025 on October 5, 2010 at 9:00 a.m. or as soon thereafter as the agenda of the Board permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California to consider the following:

PROJECT DESCRIPTIONS AND LOCATION

The Redevelopment Agency wishes to lease this parcel to the United States Postal Service to maintain the existing post office during improvements of said land and development of adjacent properties as part of the Agency's Redevelopment Plan. The real property is known as Assessor's Parcel Number 727-193-028 which the Agency has acquired and will further develop upon relocation of said business. The Mexico Downtown Revitalization Project is in progress and it is appropriate to lease this parcel at this time.

At anytime, not later than the hour set forth above, any person may submit written comments regarding this proposed action to the Clerk of the Board of Directors at the above address. At the hour set forth above, the Board of Directors shall proceed to make and pass upon all written and oral testimony relating to the proposed action. Interested persons may obtain a copy of this proposed agreement at the Riverside County Economic Development Agency, 3-03 North Street, Suite 500, Riverside, CA 92507, or by calling Steve Gilbert at (951) 955-4824.

Published 9/19, 9/26/10

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Room 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.



**UNITED STATES
POSTAL SERVICE™**

Lease

MECCA - MAIN OFFICE (054842-001)
91307 2ND ST, MECCA, CA 92254-6515

OCT 05 2010 4.5

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2010 NOV 22 PM 2:32



Facility Name/Location

MECCA - MAIN OFFICE (054842-001)
91307 2ND ST, MECCA, CA 92254-6515

County:Riverside
Lease:F00000282193

This Lease made and entered into by and between COUNTY OF RIVERSIDE, REDEVELOPMENT AGENCY hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a brick/block building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET
Net Interior Floor Space	1,750

Total Site Area: 2,645.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective October 05, 2010 with an expiration date of October 04, 2015, for a total of 5 Years.

3. **RENTAL:** The Postal Service will pay the Landlord an annual rental of: \$13,825.00 (Thirteen Thousand Eight Hundred Twenty Five and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

COUNTY OF RIVERSIDE
REDEVELOPMENT AGENCY
RE: MECCA, CA - MAIN POST OFFICE
3133 MISSION INN AVENUE
RIVERSIDE, CA 92507-4138

4. **RENEWAL OPTIONS:** The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
10/05/2015	10/04/2020	\$15,208.00

provided that notice is sent, in writing, to the Landlord at least 90 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider - USPS Responsibility.

6. **TERMINATION:**

None, except as specified elsewhere in this Lease.

7. **LEGAL DESCRIPTION:**

All that certain plot of land situated on Lots 9 and 10, Block 85, amended map of Mecca Townsite as per Book 9 of Maps page 93, County of Riverside, State of California.



Addendum

Facility Name/Location

MECCA - MAIN OFFICE (054842-001)
91307 2ND ST, MECCA, CA 92254-6515

County: Riverside
Lease: F00000282193

8. RELOCATION:

In the event the Landlord redevelops the property and/or develops the adjacent property, the Landlord may, at his sole cost and expense, relocate the Postal Service to a mutually agreeable location. Prior to relocation the Landlord and the Postal Service shall agree on annual rent for the new space.



WRITING DOCUMENT MUST BE EXECUTED RETURNED
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
The above

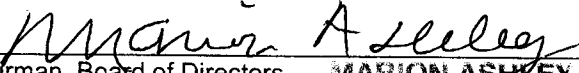
Lease

EXECUTED BY LANDLORD this _____ day of _____, _____.

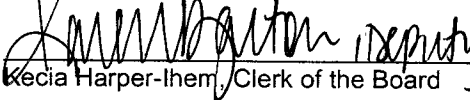
GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).


REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE


Chairman, Board of Directors **MARION ASHLEY**

ATTEST:


Kecia Harper-Ihem, Clerk of the Board

APPROVED AS TO FORM:


Pamela J. Walls, County Counsel
By: Anita Willis
Deputy County Counsel

Landlord's Address: Re: Mecca, CA – Main Post Office, 3403 10TH Street, Suite 500, Riverside, CA 92501-3658

Telephone No.: (951) 955-3084 Fax No.: Tax ID: XX-XXX0930

E-mail Address:

Witness

Witness

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b.. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

11/7/10
Date


Laureen A. Yamakido, Contracting Officer

Pacific Facilities Service Office
395 Oyster Point Blvd., Suite 225
South San Francisco CA 94080-0300

OCT 05 2010 4.5



General Conditions to USPS Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and

2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.



General Conditions to USPS Lease

8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
 1. the date the contracting officer receives the claim (properly certified if required); or
 2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.



General Conditions to USPS Lease

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider USPS Responsibility (Partial)

1. The Postal Service shall maintain the demised premises (including repair and replacement of items, if necessary), except for those items specifically made the responsibility of the Landlord in Paragraph 3 below. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.
2. The term "demised premises" as used in this rider includes the premises described in the Lease, the improvements and appurtenances to such premises and all equipment and fixtures furnished, or to be furnished, by the Landlord under this Lease.
3. During the continuance of the Lease, the Landlord is responsible for maintenance of, repairs to, and, if necessary, replacement of:
 - a. All common or joint use interior and exterior areas and common or joint use equipment and systems that may be included as part of this lease.
 - b. All structural elements, including but not limited to: the foundation; column supports; bearing walls; floors, not including floor covering.
 - c. All parts of the roof system including, but not limited to: the roof covering; flashing and insulation; roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. The Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.
 - d. Damage resulting from termites and any other wood-eating insects, including inspection, prevention and eradication.
 - e. Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Landlord.
 - f. Damage from fire or other casualties, unless such casualties were caused by the negligence of employees or agents of the Postal Service.
 - g. Items of repair performed by the Postal Service due to the failure of any element for which the Landlord is responsible.
 - h. Landlord is responsible for any necessary replacement of the well and septic systems, including lateral fields, during the continuance of the lease. If replacement of either system becomes necessary as a result of the failure of that system, the Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. The Postal Service is responsible for maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system.
4. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.



Maintenance Rider USPS Responsibility (Partial)

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

5. The Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this agreement;
and
 - (2) Postal Service employees; and,
 - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



Utilities, Services, & Equipment Rider

Facility Name/Location

MECCA - MAIN OFFICE (054842-001)
91307 2ND ST, MECCA, CA 92254-6515

County: Riverside
Lease: F00000282193

1. HEAT

Landlord must furnish heating system in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service. The Postal Service pays all recurring fuel charges, provided such charges are separately metered for postal consumption.

2. AIR CONDITIONING

Landlord must furnish air conditioning equipment in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service pays for recurring charges for power for the equipment, provided the power is separately metered for postal consumption.

3. ELECTRICITY

Landlord must furnish a separately metered electrical system in good working order for the demised premises, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service will pay all recurring electric bills.

4. LIGHT

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.

5. WATER

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring water bills during the continuance of the Lease, provided a separate meter or separate invoice is furnished by the appropriate authority.

6. SEWER

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring sewer bills during the continuance of the Lease, provided a separate meter, or separate invoice is furnished by the appropriate authority.

7. TRASH

The Postal Service agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

8. SNOW

Not Applicable