

Landlord prior to the execution hereof with evidence of the authority of the signatory to bind the entity or trust as contemplated herein and evidence of such Board of Supervisors approval.

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

19.2.3 Enforceable. This Facilities Lease has been executed and delivered by Tenant and upon approval by the Board of Supervisors as set forth in Section 21.19, constitutes the legal, valid and binding obligation of Tenant enforceable in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

20. Ground Lease

20.1 Tenant acknowledges and agrees that Landlord's interest in the Premises is pursuant to the Ground Lease and Tenant agrees that the terms of this Facilities Lease shall be subject and subordinate to the terms of the Ground Lease.

20.2 Tenant hereby agrees (i) to abide by and assumes all of the terms and conditions of the Ground Lease to the extent pertaining to the use and occupancy of the Leased Premises (as defined in the Ground Lease) and (ii) to not do any act that constitutes a violation or breach of the terms of the Ground Lease. Notwithstanding the foregoing, (i) Tenant shall have no right or authority to, and shall not, modify, amend or supplement the terms of the Ground Lease or terminate or cause a termination of the Ground Lease without the prior written consent of Landlord and the Trustee, which consent Landlord and Trustee each may withhold in their reasonable discretion; and (ii) Tenant shall not exercise any rights in its capacity as Ground Lessor under the Ground Lease which would create any additional liability or obligation upon Landlord without the prior written consent of Landlord and the Trustee, which consent Landlord and the Trustee shall not unreasonably withhold, condition or delay.

20.3 Landlord and Tenant shall deliver to the other copies of all notices or other correspondence sent to or received by such Party related to the Facilities Lease promptly after such Party's sending or receipt of the same.

20.4 Tenant acknowledges that in no event shall Ground Lessor's exercise of its right to, or actual construction of, a parking structure pursuant to Section 7.4 of the Ground Lease trigger a default by Landlord under this Facilities Lease.

20.5 As set forth in the Ground Lease, in the event the Ground Lease is terminated as a result of a default by Ground Lessee, Ground Lessor will enter into a new ground lease, on the same terms as the Ground Lease, with Trustee. In the event of a termination of the Facilities Lease during the Term by reason of any uncured monetary default by Tenant (i.e., due to non-payment of Base Rent or Additional Rent), so long as the provisions regarding subordination, non-disturbance and attornment set forth in this Facilities Lease are satisfied,

Tenant shall nonetheless remain obligated to continue to make payment of all Base Rent and Additional Rent due under this Facilities Lease throughout the remainder of the Term of this Facilities Lease without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense. Landlord and Trustee, or their assigns or successors, shall have the obligation to mitigate damages in the event of early termination of the Facilities Lease by Landlord or Trustee as a result of an uncured monetary default by Tenant.

21. Miscellaneous.

21.1 Quiet Enjoyment. Landlord covenants that Tenant shall at all times during the term of this Facilities Lease peaceably and quietly have, hold and enjoy the use of the Premises so long as Tenant shall fully and faithfully perform the terms and conditions that it is required to do under this Facilities Lease and subject to the terms of the Ground Lease.

21.2 Non-Waiver. No waiver of any provision of this Facilities 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 Facilities 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.

21.3 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.

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

21.5 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 Facilities 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.

21.6 Attorneys' Fees. In the event of any litigation between Landlord and Tenant to enforce any of the provisions of this Facilities Lease or any right of either Party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all reasonable costs and expenses, including 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.

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

21.8 Agent for Service of Process. It is expressly understood and agreed that in the event Landlord 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 limited liability company or corporation, then in any such event, Landlord 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 Facilities Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Landlord. 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, Landlord may be personally served with such process out of this county and that such service shall constitute valid service upon Landlord. It is further expressly understood and agreed that Landlord 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.

21.9 Entire Agreement. This Facilities 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, except that the terms and conditions of the Ground Lease shall be in effect together with this Facilities Lease. This Facilities Lease may be changed or modified only upon the written consent of the Parties hereto.

21.10 Interpretation. The Parties hereto have negotiated this Facilities 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 Tenant solely because it prepared this Facilities Lease in its executed form.

21.11 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 Facilities Lease.

21.12 Consent. Whenever Landlord's or Tenant's consent is required under any provision of this Facilities Lease, it shall not be unreasonably withheld, conditioned or delayed.

21.13 Omitted.

21.14 Conveyance by Landlord. Should Landlord convey the Premises, all rights and obligations inuring to Landlord by virtue of this Facilities 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.

21.15 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 the Landlord, Landlord shall, at Tenant's sole cost and expense (unless such liens are attributable to Landlord's negligence) 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 Landlord for work done on the Premises, Landlord shall immediately forward a copy of such notice to Tenant.

21.16 Force Majeure. If either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by as a result of an event which

creates a Force Majeure Cost, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such event which created the Force Majeure Cost. The provisions of this Section 21.16 shall not apply to nor operate to excuse Landlord from paying any Operating Costs, or Tenant from the payment of Base Rent, or any Additional Rent or any other payments strictly in accordance with the terms of this Facilities Lease.

21.17 Notice. Except as expressly provided elsewhere in this Facilities Lease, all notices and other communication required under this Facilities 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 21.17 herein. Any notice sent by certified mail, return receipt requested, shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the overnight courier. Either Party hereto may from time to time change its mailing address by written notice to the other Party.

Tenant's Notification Address:

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

Landlord's Notification Address:

CFP Riverside, LLC
18336 Minnetonka Boulevard, Suite C
Deephaven, MN 55391
Attn: President

Trustee:

UMB Bank, N.A.
120 South Sixth Street, Suite 1400
Minneapolis, MN 55402

Project Manager:

Omni West Group, Inc.
3943 Irvine Blvd, Suite 607
Irvine, CA 92602

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

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

21.20 Limitation on Landlord Liability. Notwithstanding anything contained in this Facilities Lease to the contrary, the obligations of Landlord under this Facilities Lease (including as to any actual or alleged breach or default by Landlord) do not constitute personal

obligations of the individual members, managers, directors, officers, attorneys, accountants, representatives or agents of Landlord or Landlord's sole member, and Tenant shall not seek recourse against the individual members, managers, directors, officers, attorneys, accountants, representatives or agents of Landlord or Landlord's sole member or any other persons or entities having any interest in Landlord, or any of their personal assets for satisfaction of any liability with respect to this Facilities Lease. In addition, in consideration of the benefits accruing hereunder to Tenant and notwithstanding anything contained in this Facilities Lease to the contrary, Tenant hereby covenants and agrees for itself and all of its successors and assigns that the liability of Landlord for its obligations under this Facilities Lease (including any liability as a result of any actual or alleged failure, breach or default hereunder by Landlord), shall be limited solely to, and Tenant's and its successors' and assigns' sole and exclusive remedy shall be against, Landlord's interest in the Project, and no other assets of Landlord. The term "**Landlord**" as used in this Facilities Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners, at the time in question, of the title to the Library Improvements, or a lessee's leasehold interest in a ground lease of, on the Premises. In the event of any transfer or conveyance of any such title or interest (other than a transfer for security purposes only), the transferor shall be automatically relieved of all covenants and obligations on the part of Landlord contained in this Facilities Lease; provided transferee is fully bound by all covenants and terms of the Lease which shall remain in full force and effect. Landlord and Landlord's transferees and assignees shall have the absolute right to transfer all or any portion of their respective title and interest in the Premises, the Building and/or this Facilities Lease.

21.21 No Merger of Estates. The interests of Landlord, Tenant and Trustee in the Premises shall at all times be separate and apart. No merger of any estate shall occur by operation of law or otherwise, unless all parties then having any interest in the Premises execute a written document effecting the merger of estates.

21.22 Separate Writing and Exhibits. Any exhibits or writings referenced herein this Facilities Lease shall constitute a part of this Facilities Lease Agreement and are incorporated into this Facilities Lease by this reference. If any inconsistency exists or arises between a provision of this Facilities Lease and a provision of any exhibit, the provisions of this Facilities Lease shall control.

21.23 Bond Financing Contingency. Notwithstanding any other provision of this Facilities Lease to the contrary, all obligations and agreements of the Landlord and Tenant hereunder shall be of no force or effect until the issuance of the Bonds on terms which are acceptable to each of the Landlord and the Tenant in their sole and absolute discretion.

[Signature Provisions on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Facilities Lease upon the dates indicated below.

TENANT:

COUNTY OF RIVERSIDE

By: _____
Chairman
Board of Supervisors

LESSOR:

CFP RIVERSIDE, LLC

A Minnesota non-profit limited liability company

By: _____
Name: Steve Collins
Title: President

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Deputy General Counsel

APPROVED AS TO FORM:

Dierdre Joan Cox
Special Counsel for the County of Riverside

By: _____
Dierdre Joan Cox

MH:jb/042319/431ED/20.553

*County Revisions
dated April 22, 2019*

EXHIBIT A

ARCHITECTURAL DESIGN EXHIBITS

[attached]

Exhibit A-1 French Valley Architectural Design Exhibits

Exhibit A-2 Menifee Architectural Design Exhibits

Exhibit A-3 Desert Hot Springs Architectural Design Exhibits



Commercial Real Estate Services

PROJECT: Riverside County Library System – French Valley

TENANT: Riverside County Library System

TENANT APPROVAL OF ARCHITECTURAL DESIGN LEASE EXHIBITS

ARCHITECTURAL DRAWINGS

SITE PLAN	DATED 12/20/2018
FLOOR PLAN	DATED 12/20/2018
EXTERIOR ELEVATIONS	DATED 12/20/2018
3D VIEWS EXTERIOR	DATED 12/20/2018
3D VIEWS EXTERIOR ENTRANCE	DATED 01/23/2019

Tenant hereby approves architectural design lease exhibits

Tenant: Riverside County Library System

By: _____

Print Name: Suzanne Holland, MLOS

Date: _____

Phone (949) 215-9790 · Fax (949) 215-9798 · 3943 Irvine Blvd., Suite 607 Irvine, CA 92602
www.OmniWestGroup.com



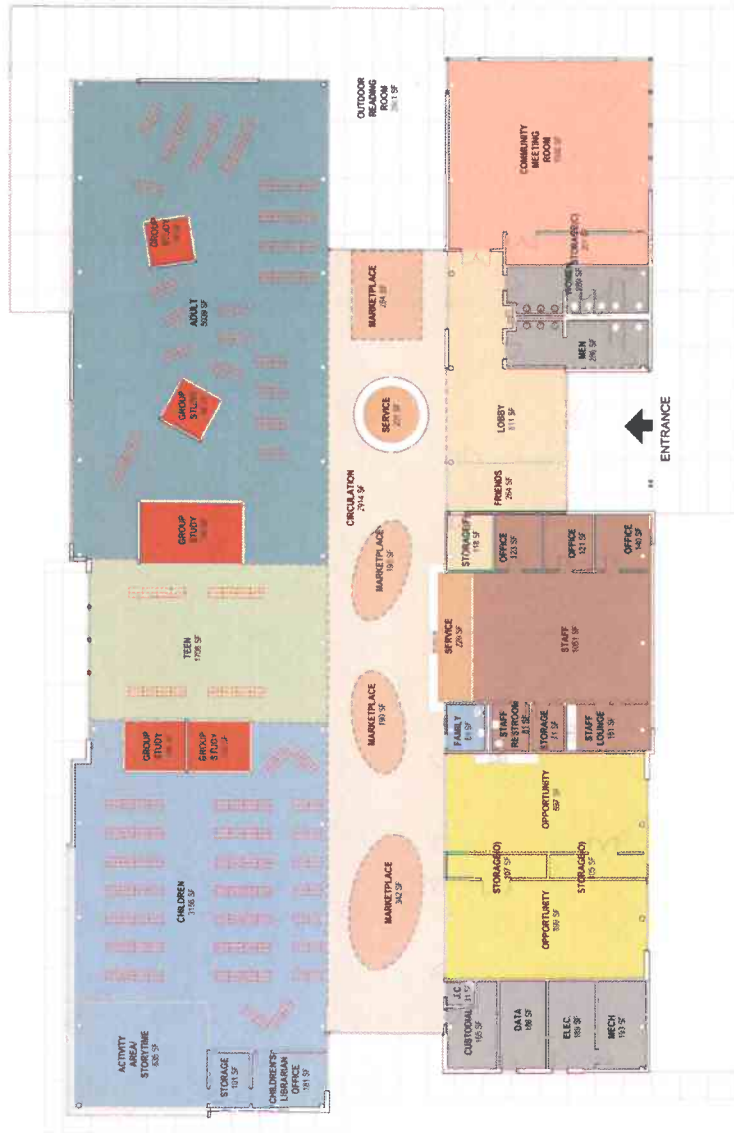
SITE PLAN

gkkworks | CANNONDESIGN

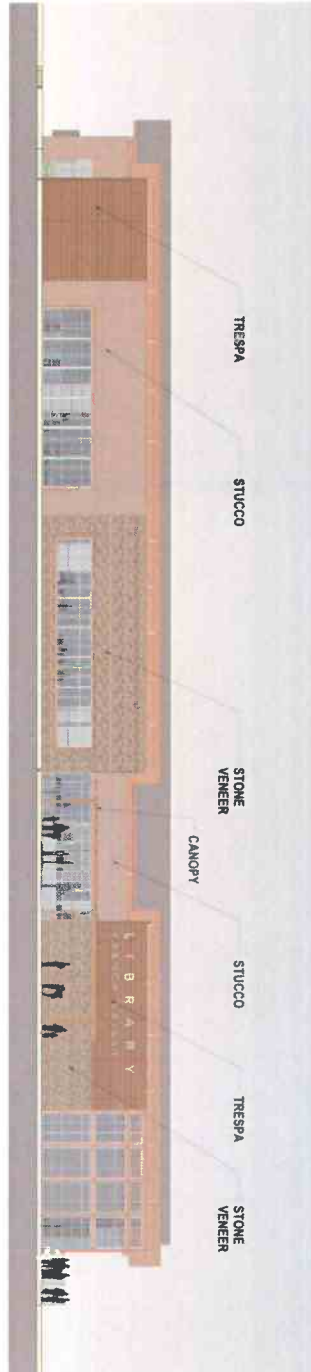
1000 Riverside Blvd, Suite 100, French Valley, CA 92534
 951.351.1234 | www.gkkworks.com

COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
 FRENCH VALLEY

SITE PLAN



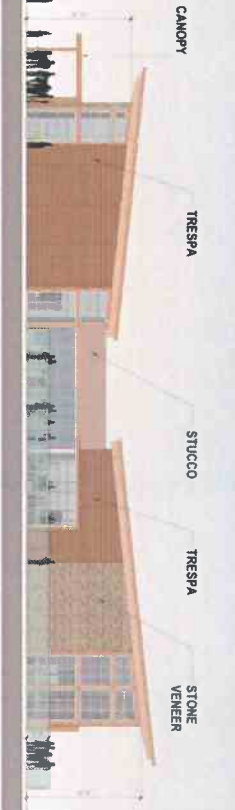
LEVEL 1 OVERALL FLOOR PLAN



FRENCH VALLEY-ELEVATION-SE 2



FRENCH VALLEY-ELEVATION-NW 3



FRENCH VALLEY-ELEVATION-NE 4

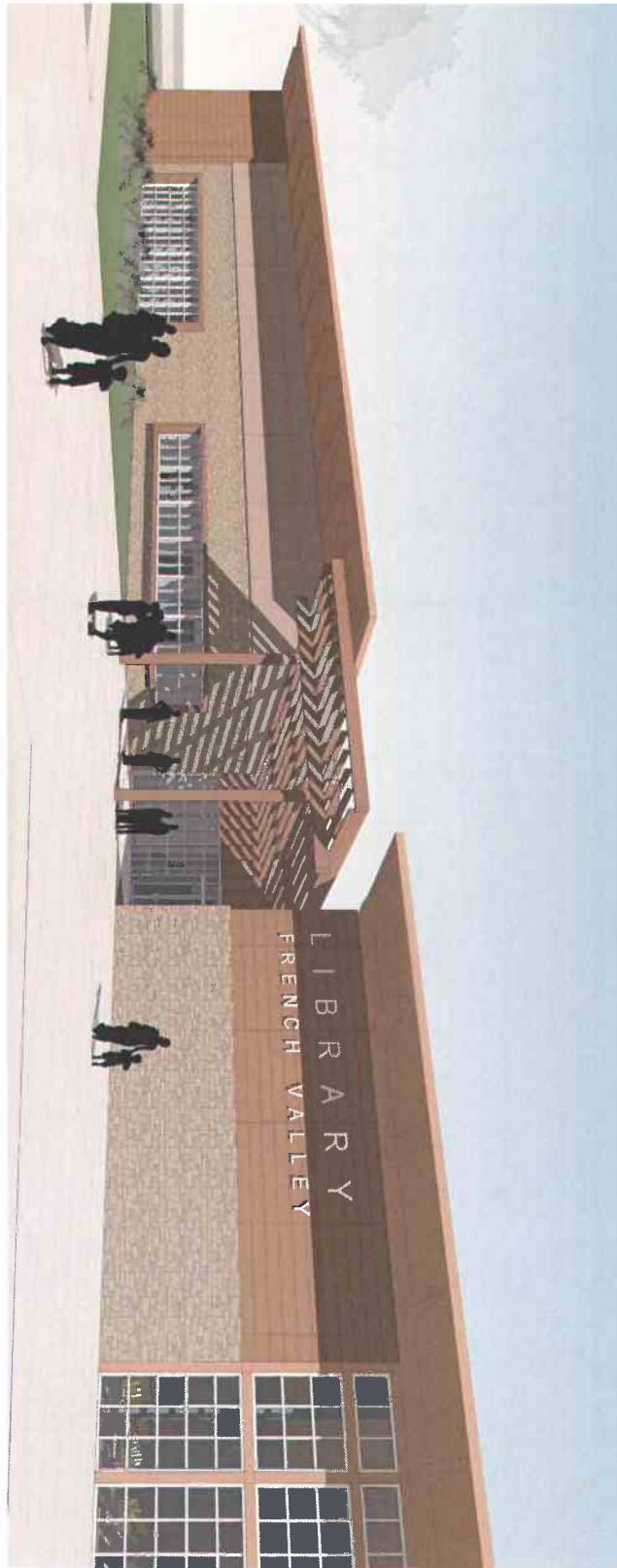


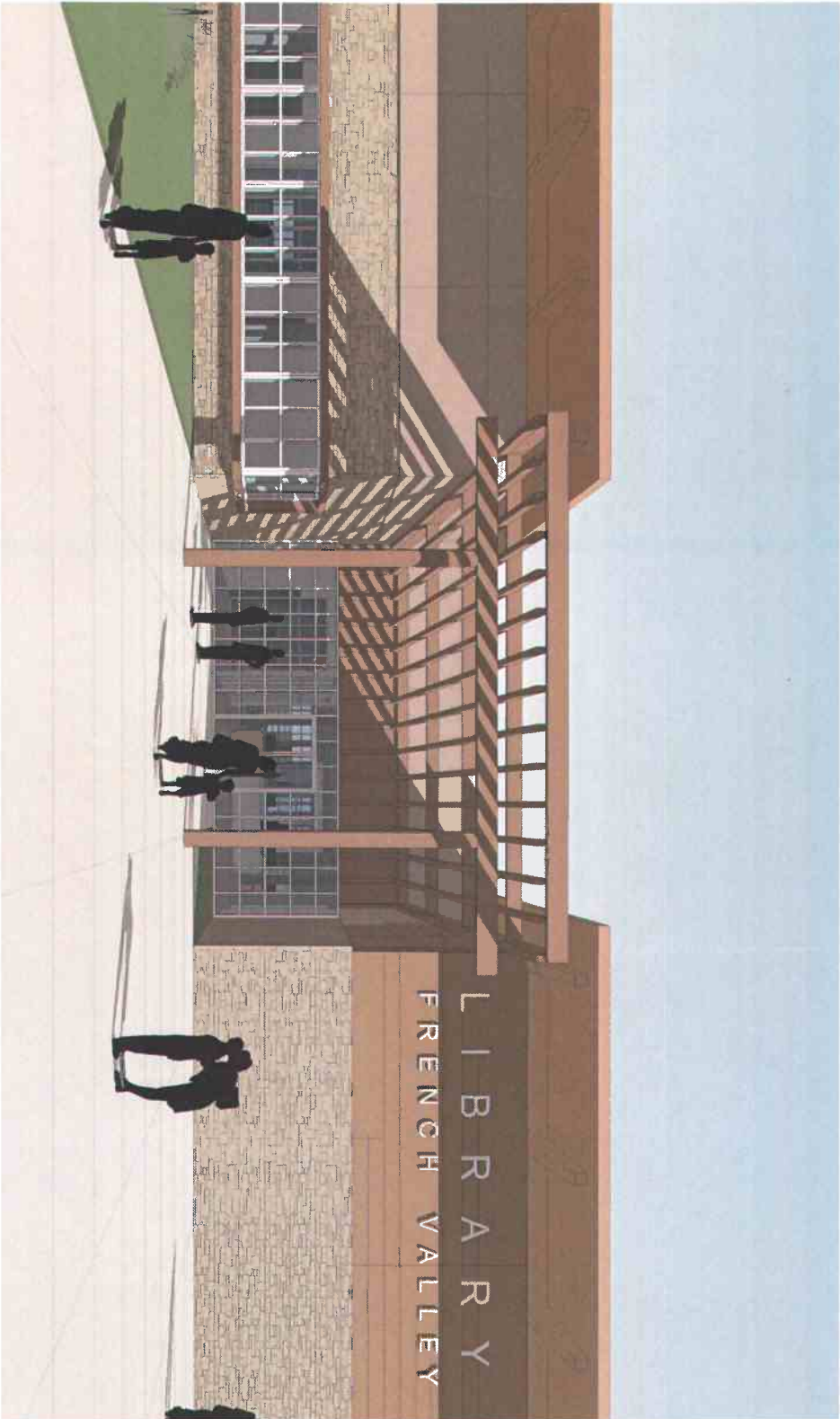
FRENCH VALLEY-ELEVATION-SW 4

EXTERIOR ELEVATIONS

COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
FRENCH VALLEY

REVISED 02/2018







Commercial Real Estate Services

PROJECT: Riverside County Library System – Menifee

TENANT: Riverside County Library System

TENANT APPROVAL OF ARCHITECTURAL DESIGN LEASE EXHIBITS

ARCHITECTURAL DRAWINGS

SITE PLAN	DATED 12/20/2018
FLOOR PLAN	DATED 12/20/2018
EXTERIOR ELEVATIONS	DATED 12/20/2018
3D VIEWS EXTERIOR	DATED 12/20/2018

Tenant hereby approves architectural design lease exhibits

Tenant: Riverside County Library System

By: _____

Print Name: Suzanne Holland, MLOS

Date: _____

MENIFEE RD



LEVEL 1 MENIFEE 1

gkk works | CANNON DESIGN

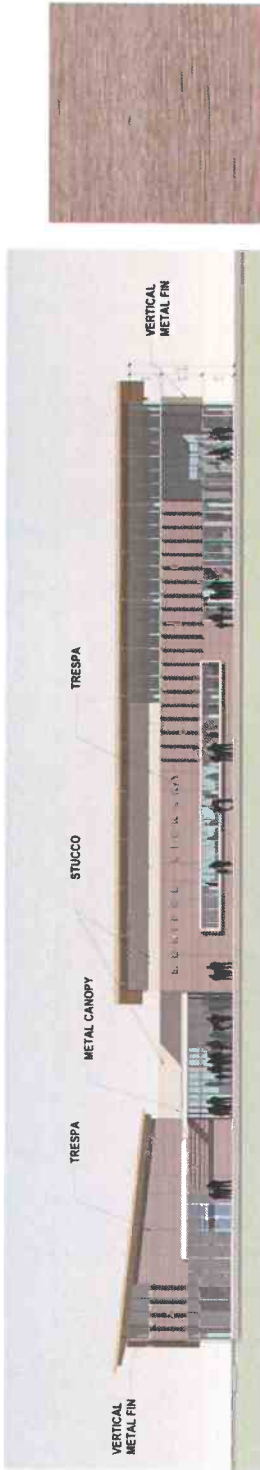
10000 Riverdale Blvd, Suite 100, Riverside, CA 92504

2023/08/20 09:00

COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
MENIFEE

SITE PLAN





Meniffee-ELEVATION-NW 2

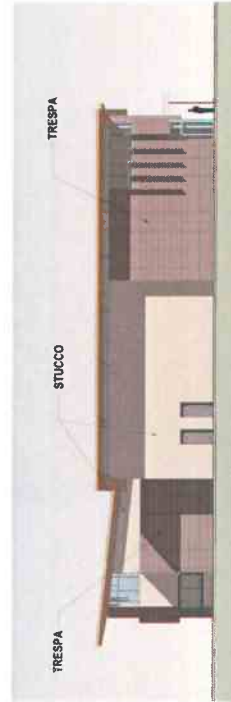
TRESPA PANELS/ SIDING



Meniffee-ELEVATION-SE 3



Meniffee-ELEVATION-SW 4



Meniffee-ELEVATION-NE 1

EXTERIOR ELEVATIONS COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM MENIFFEE

gkk **WORHS** | CANNONDESIGN
1000 West Main Street, Suite 1000, San Diego, CA 92101
 619.594.1100 | www.gkk.com



3D View EXTERIOR 1



3D View EXTERIOR 2

3D VIEWS-EXTERIOR COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM MENIFFE

JKKWORKS | CANNONDESIGN
 10000 JEFFERSON AVENUE SUITE 100
 DENVER, COLORADO 80231



Commercial Real Estate Services

PROJECT: Riverside County Library System – Desert Hot Springs

TENANT: Riverside County Library System

TENANT APPROVAL OF ARCHITECTURAL DESIGN LEASE EXHIBITS

ARCHITECTURAL DRAWINGS

SITE PLAN	DATED 12/20/2018
FLOOR PLAN	DATED 12/20/2018
EXTERIOR ELEVATIONS	DATED 12/20/2018
3D VIEWS EXTERIOR	DATED 12/20/2018

Tenant hereby approves architectural design lease exhibits

Tenant: Riverside County Library System

By: _____

Print Name: Suzanne Holland, MLOS

Date: _____

Phone (949) 215-9790 · Fax (949) 215-9798 · 3943 Irvine Blvd., Suite 607 Irvine, CA 92602
www.OmniWestGroup.com



SITE PLAN

**COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
DESERT HOT SPRINGS**

3/16/2017 2:20 PM



SITE - DESERT HOT SPRING

JKKWORKS | CANNONDESIGN

3/16/2017 2:20 PM



SITE PLAN

**COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
DESERT HOT SPRINGS**

DATE: 08/20/2024

JKW | **CANNONDESIGN**

SITE - DESERT HOT SPRING 1

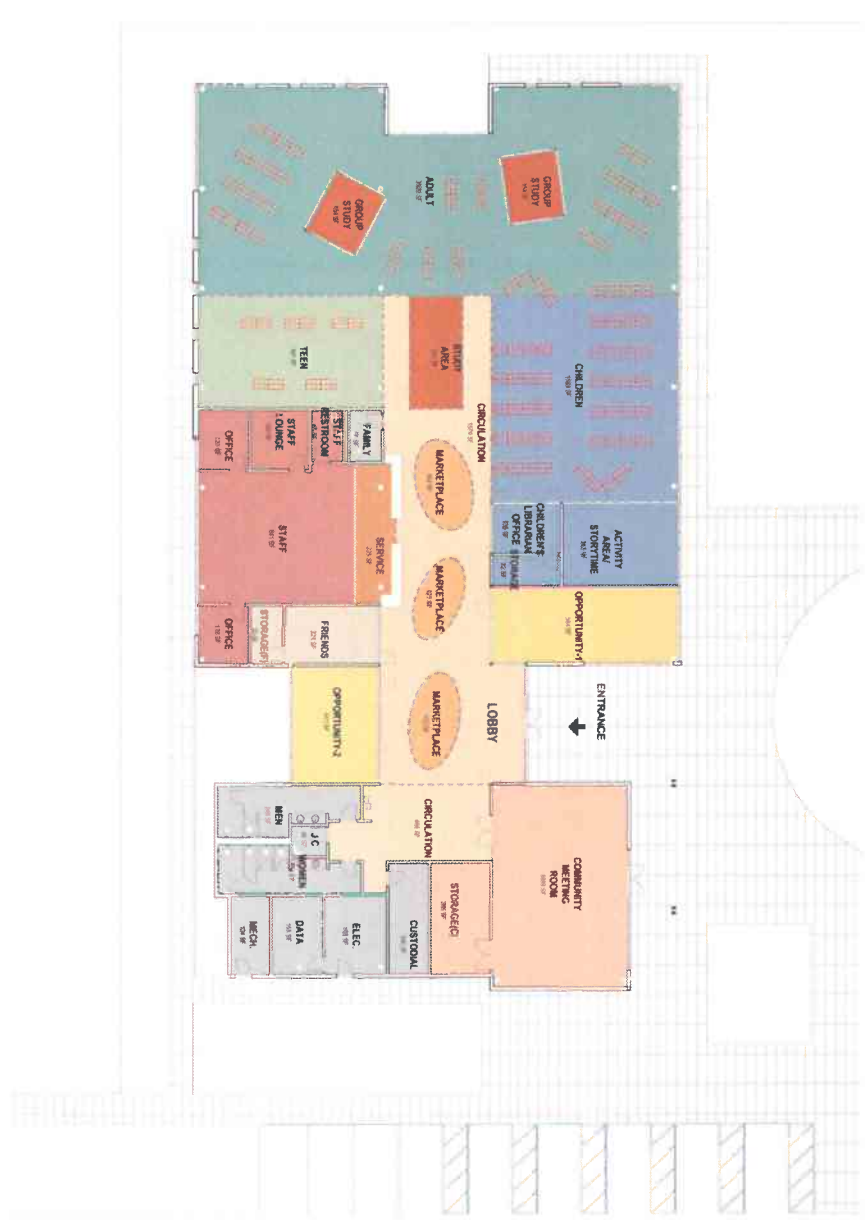
FLOOR PLAN

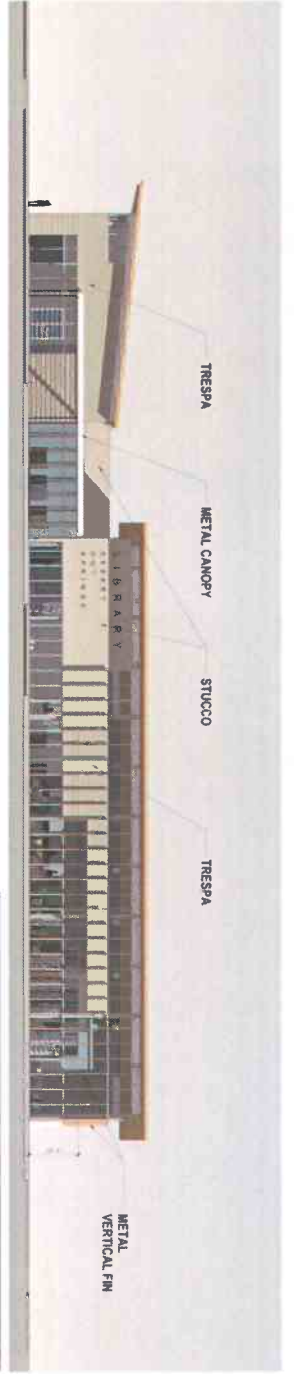
COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
DESERT HOT SPRINGS

2023/05/01, 3:04

LEVEL 1 OVERALL FLOOR PLAN 2

JKK WORKS | CANNONDESIGN





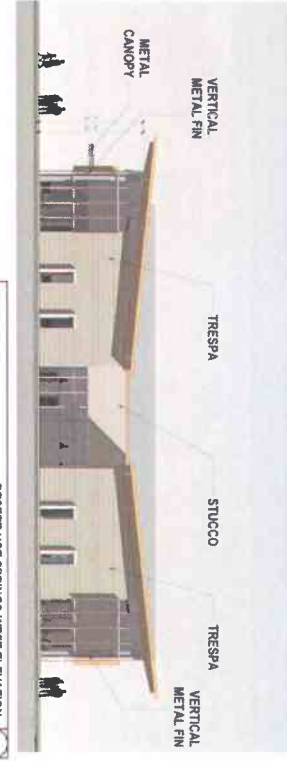
TRESPA PANELS SIDING



DESERT HOT SPRINGS SOUTH ELEVATION 2



DESERT HOT SPRINGS EAST ELEVATION 3



DESERT HOT SPRINGS WEST ELEVATION 4

EXTERIOR ELEVATIONS COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM DESERT HOT SPRINGS

02/25/2020 10:28 AM





3D View# - NW 1



3D View# - SW 2

3D VIEWS - EXTERIOR

COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM

DESERT HOT SPRINGS

DECEMBER 20, 2018

JKK WORKS | CANNONDESIGN

3000 West 1st Street, Suite 100, San Diego, CA 92101
 Tel: 619.434.9999 Fax: 619.434.9998

EXHIBIT B

LEGAL DESCRIPTIONS AND PLAT MAPS

[To be attached after Project completion]

Exhibit B-1 French Valley Legal Description

Exhibit B-2 Menifee Legal Description

Exhibit B-3 Desert Hot Springs Legal Description

EXHIBIT C
RENT SCHEDULE

<u>Payment Number</u>	<u>Per Sq. Ft.</u>	<u>Total Sq. Ft.</u>	<u>Total Base Rent</u>
<u>1.</u>	\$3.90		\$
<u>2.</u>	\$3.90		\$
<u>3.</u>	\$3.90		\$
<u>4.</u>	\$3.90		\$
<u>5.</u>	\$3.90		\$
<u>6.</u>	\$3.90		\$
<u>7.</u>	\$3.90		\$
<u>8.</u>	\$3.90		\$
<u>9.</u>	\$3.90		\$
<u>10.</u>	\$3.90		\$
<u>11.</u>	\$3.90		\$
<u>12.</u>	\$3.90		\$
<u>13.</u>	\$3.90		\$
<u>14.</u>	\$3.90		\$
<u>15.</u>	\$3.90		\$
<u>16.</u>	\$3.90		\$
<u>17.</u>	\$3.90		\$
<u>18.</u>	\$3.90		\$
<u>19.</u>	\$3.90		\$
<u>20.</u>	\$3.90		\$
<u>21.</u>	\$		\$
<u>22.</u>	\$		\$
<u>23.</u>	\$		\$
<u>24.</u>	\$		\$
<u>25.</u>	\$		\$
<u>26.</u>	\$		\$
<u>27.</u>	\$		\$
<u>28.</u>	\$		\$
<u>29.</u>	\$		\$
<u>30.</u>	\$		\$
<u>31.</u>	\$		\$
<u>32.</u>	\$		\$
<u>33.</u>	\$		\$
<u>34.</u>	\$		\$
<u>35.</u>	\$		\$
<u>36.</u>	\$		\$

<u>37.</u>	\$		\$
<u>38.</u>	\$		\$
<u>39.</u>	\$		\$
<u>40.</u>	\$		\$
<u>41.</u>	\$		\$
<u>42.</u>	\$		\$
<u>43.</u>	\$		\$
<u>44.</u>	\$		\$
<u>45.</u>	\$		\$
<u>46.</u>	\$		\$
<u>47.</u>	\$		\$
<u>48.</u>	\$		\$
<u>49.</u>	\$		\$
<u>50.</u>	\$		\$
<u>51.</u>	\$		\$
<u>52.</u>	\$		\$
<u>53.</u>	\$		\$
<u>54.</u>	\$		\$
55.	\$		\$

EXHIBIT C-1

CONFIRMATION OF RENT COMMENCEMENT DATE

This Confirmation of Rent Commencement Date is made by and between CFP RIVERSIDE, LLC, as Landlord, and COUNTY OF RIVERSIDE, as Tenant, who agree as follows:

1. Landlord and Tenant entered into a Facilities Lease Agreement dated _____, 2019 (“Lease”), in which Landlord leased to Tenant and Tenant leased from Landlord the Premises (as defined in the Lease) in French Valley, the City of Menifee and the City of Desert Hot Springs, all in Riverside County, California.

2. Landlord and Tenant agree to confirm the Rent Commencement Date and Expiration Date of the Term of the Lease as follows:

- (a) _____, 20__, is the Rent Commencement Date; and
- (b) _____, 20__, is the Expiration Date.

3. Tenant hereby confirms that the Lease is in full force and effect and:

4. Tenant has accepted possession of the Premises as provided in the Lease;

Executed upon the dates indicated below.

TENANT:

LESSOR:

COUNTY OF RIVERSIDE

CFP RIVERSIDE, LLC

By: _____
Chairman
Board of Supervisors

A Minnesota non-profit limited liability company

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

Date: _____

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Dierdre Joan Cox
Special Counsel for the County of Riverside

By: _____
Dierdre Joan Cox

EXHIBIT C-2

CAPITAL EXPENDITURE WORKSHEET

Riverside County Libraries

Capital Expenditure Worksheet

	Quantity	Units	\$/Unit	10 years	15 years	20 years	25 years	30 years	Total
PERBON VALLEY									
(1) Paint	25,000	SF	\$ 1.00	25,000		25,000			50,000
(2) Carpet	1,529	SY	\$49.50		75,686				75,686
(3) Restroom	902	SF	\$45.00		40,590				40,590
(4) Roof Replacement	25,000	SF	\$18.00				450,000		450,000
(5) HVAC	25,000	SF	\$ 8.00			200,000			200,000
(6) Lighting	25,000	SF	\$ 9.00			225,000			225,000
(7) Parking - Asphalt Replacement	40,000	SF	\$ 2.00		80,000				80,000
(8) Site - Concrete	7,000	SF	\$ 5.00		35,000				35,000
Subtotal				25,000	231,276	450,000	450,000		1,156,276
DESERT HOT SPRINGS									
(1) Paint	15,500	SF	\$ 1.00	15,500		15,500			31,000
(2) Carpet	1,113	SY	\$49.50		60,099				60,099
(3) Restroom	726	SF	\$46.00		33,776				33,776
(4) Roof Replacement	15,500	SF	\$18.00				279,000		279,000
(5) HVAC	15,500	SF	\$ 8.00			124,000			124,000
(6) Lighting	15,500	SF	\$ 9.00			139,500			139,500
(7) Parking - Asphalt Replacement	35,000	SF	\$ 2.00		70,000				70,000
(8) Site - Concrete	7,000	SF	\$ 5.00		35,000				35,000
Subtotal				15,500	201,619	279,000	279,000		774,119
MCHIFEE									
(1) Paint	20,000	SF	\$ 1.00	20,000		20,000			40,000
(2) Carpet	1,829	SY	\$49.50		75,666				75,666
(3) Restroom	886	SF	\$45.00		39,870				39,870
(4) Roof Replacement	20,000	SF	\$18.00				360,000		360,000
(5) HVAC	20,000	SF	\$ 8.00			160,000			160,000
(6) Lighting	20,000	SF	\$ 9.00			180,000			180,000
(7) Parking - Asphalt Replacement	40,000	SF	\$ 2.00		80,000				80,000
(8) Site - Concrete	7,000	SF	\$ 5.00		35,000				35,000
Subtotal				20,000	270,656	360,000	360,000		690,656
TOTAL									
(1) Paint	60,500	SF	\$ 1.00	60,500		60,500			121,000
(2) Carpet	4,271	SY	\$49.50		211,415				211,415
(3) Restroom	2,584	SF	\$45.00		116,236				116,236
(4) Roof Replacement	60,500	SF	\$18.00				1,089,000		1,089,000
(5) HVAC	60,500	SF	\$ 8.00			484,000			484,000
(6) Lighting	60,500	SF	\$ 9.00			544,500			544,500
(7) Parking - Asphalt Replacement	115,000	SF	\$ 2.00		230,000				230,000
(8) Site - Concrete	21,000	SF	\$ 5.00		105,000				105,000
Total				60,500	662,620	1,089,000	1,089,000		2,901,120

* The capital expenditures items contained herein, including Paint, Carpet, Restroom, Roof Replacement, HVAC, Lighting, Parking and Site Concrete are costs that fall outside of Operating Costs, and are to be funded by the County, in the actual required amounts, at the actual time(s) required. The above times and amounts are estimated only.

EXHIBIT C-3

EARLY PREPAYMENT PREMIUMS

See Notes 1 and 2 below.

Hypothetical call options and estimated redemption prices necessary to not impact interest rates based on County of Riverside "BBB+" rated Lease Revenue Bond.

Callable Maturities	Call	Optional Redemption	Total Maturities Subject to Optional Redemption	TIC %	TIC % Change from 10YR Call	GROSS		PRESENT VALUE*		Redemption Price	
						Hypothetical Total Debt Service	Difference in Debt Service Compared to 2029 Call Date	PV of Hypothetical Total Debt Service	Difference in PV of Debt Service Compared to 2029 Call Date	Break-even Redemption Price Provision Based on PV of DS	Redemption Price in \$
2030-2051	10 YR	8/1/29	\$38,860,000	4.264%	-	\$59,846,500	-	\$50,322,227	-	100%	\$38,860,000
2029-2051	9 YR	8/1/28	\$39,810,000	4.321%	0.056%	\$59,825,000	\$1,148,500	\$50,860,251	\$538,024	101%	\$40,723,250
2028-2051	8 YR	4/1/27	\$40,470,000	4.379%	0.111%	\$59,722,000	\$1,826,500	\$51,500,222	\$1,237,265	102%	\$41,684,100
2027-2051	7 YR	4/1/26	\$41,150,000	4.436%	0.166%	\$59,242,250	\$2,895,750	\$52,411,192	\$2,078,060	105%	\$43,207,500
2026-2051	6 YR	4/1/25	\$41,855,000	4.494%	0.221%	\$58,685,210	\$4,018,750	\$53,370,882	\$2,688,674	107%	\$44,764,850

*PV Rate based on the Bond Arbitrage Yield

1. Pro-Forma--to be updated and finalized at time of final Bond sale.
2. To be updated to reflect applicable redemption amounts for each library

EXHIBIT C-4

FORM OF NOTICE OF ELECTION

OF PURCHASE OPTION OR PARTIAL PURCHASE OPTION

To: Landlord

You are hereby notified that COUNTY OF RIVERSIDE (“**Tenant**”) has elected to exercise on _____, 20__ [date of payment] its option to purchase all of the Library Improvements and leasehold interests (“**Premises**”) currently leased by Tenant pursuant to the Facilities Lease Agreement (“**Facilities Lease**”) by and between Tenant and Landlord dated _____, 2019. This purchase option is being exercised pursuant to Section ____ of the Facilities Lease. Tenant is now, and on the date set forth above for payment will be, in full compliance with all terms and conditions of the Facilities Lease. On or after _____, 20__, the purchase price of the Premises shall be an amount equal to the total outstanding principal components of Base Rent set forth on **Exhibit C** of the Lease, plus interest accrued thereon to the date of prepayment at the applicable rate(s) set forth on the attached Exhibit A of the Lease, plus an option exercise fee of One Dollar (\$1.00). Prior to _____, 20__, the purchase price of the Premises shall be an amount equal to the total outstanding principal components of Semi-Annual Rent set forth on Exhibit A of the Lease, plus interest accrued thereon to the date of prepayment at the applicable rate(s) set forth on Exhibit __ of the Lease, plus an option exercise fee of One Dollar (\$1.00), plus the amount, if any, required to fully defease the outstanding Bonds in accordance with the Lease and the Indenture.

TENANT:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chairman
Board of Supervisors

ATTEST:

Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Dierdre Joan Cox
Special Counsel for the County of Riverside

By: _____
Diedre Joan Cox

EXHIBIT C-5

**FORM OF NOTICE OF ELECTION
TO
PARTIALLY PREPAY BASE RENT**

To: Landlord

You are hereby notified that COUNTY OF RIVERSIDE (“**Tenant**”) has elected to exercise its option to prepay a portion of the Base Rent due under that certain Facilities Lease Agreement (“**Facilities Lease**”) by and between Tenant and Landlord dated _____, 2019. In accordance with Facilities Lease Section ____:

1. the date of prepayment shall be _____, 20
2. The principal components of Base Rent to be prepaid on such date are _____, representing the maturities (or portions thereof) identified on the set forth below
 - a. S
 - b. S
 - c. S
 - d. S

By 12:00 p.m. noon Pacific Time on such date, Tenant shall pay to Trustee in cash or same-day available funds, an amount equal to the principal components of Base Rent to be prepaid, together with interest thereon accruing to such date, together with any other amounts payable under the Lease on such date. In accordance with that certain Indenture of Trust dated _____ between Landlord and _____, as Trustee, Landlord shall direct Trustee to cause an optional redemption of the Bonds in principal amounts and maturities corresponding to the principal components of Base Rent set forth below.

TENANT:
COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chairman
Board of Supervisors

ATTEST:
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Dierdre Joan Cox
Special Counsel for the County of Riverside

By: _____
Dierdre Joan Cox

**Schedule of Principal Components of Base Rent
to Be Prepaid and Bonds to Be Redeemed**

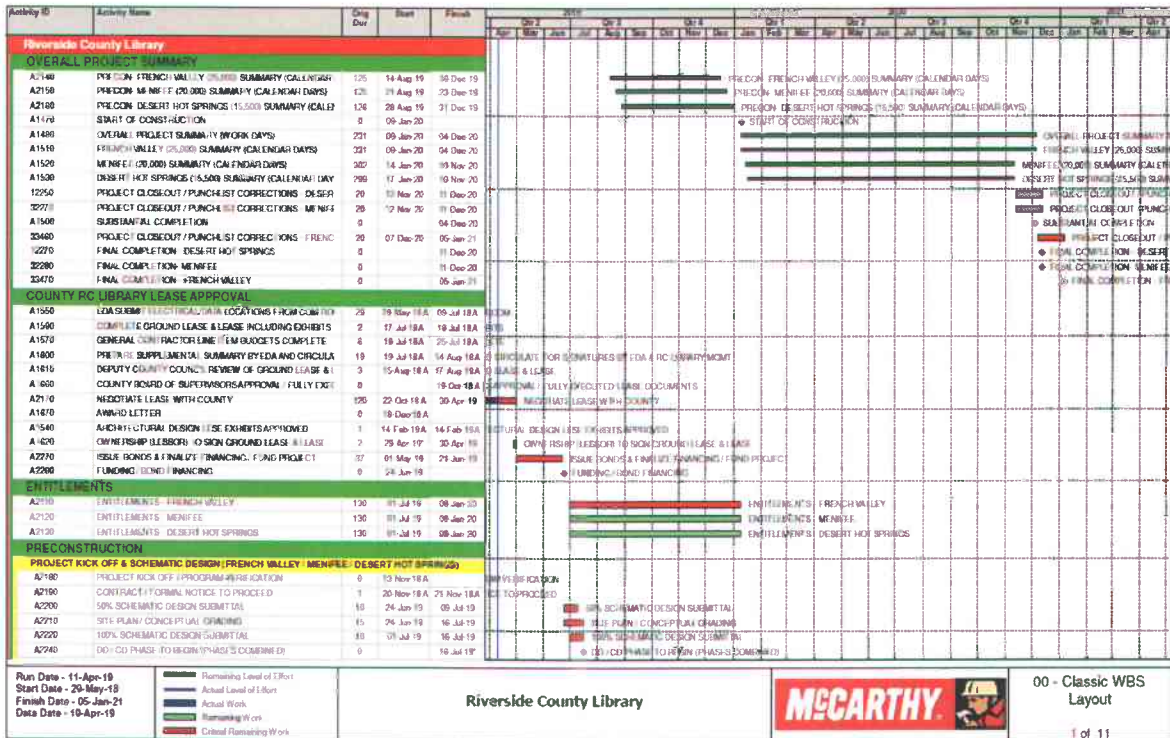
Date Principal Component (of Base Rent) Due	Amount of Principal Component to be Prepaid*
--	---

*Principal may be prepaid only in increments of \$5,000.00.

EXHIBIT D
PROJECT SCHEDULE

[attached]

"Exhibit D"



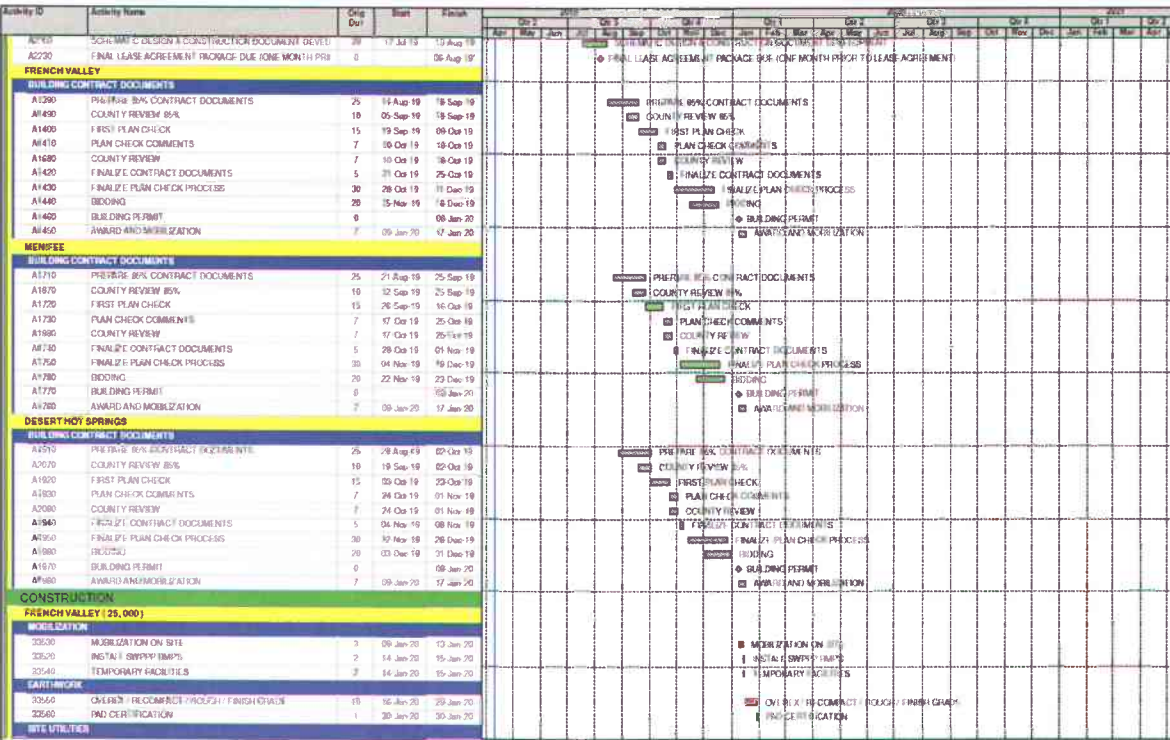
Run Date - 11-Apr-19
 Start Date - 20-May-19
 Finish Date - 05-Jan-21
 Data Date - 10-Apr-19

Riverside County Library



00 - Classic WBS
 Layout
 1 of 11

"Exhibit D"



Run Date - 11-Apr-19
 Start Date - 20-May-19
 Finish Date - 05-Jan-21
 Data Date - 10-Apr-19

Riverside County Library



00 - Classic WBS
 Layout
 1 of 11

"Exhibit D"

Activity ID	Activity Name	Dwg Dwg Dwg	Start	Finish	2020																	
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar						
1120	ELECTRICAL BIL ALARM TRM ELECTRICAL RM	3	17 Aug 20	19 Aug 20																		
1100	SEAL CONCRETE ELECTRICAL RM	2	19 Aug 20	20 Aug 20																		
11610	START UP & TESTING ELECTRICAL RM	10	21 Aug 20	30 Sep 20																		
SITEWORK																						
11000	FINISH EXHIBITION WALLS	8	20 Jun 20	30 Jul 20																		
11010	METU & IRIGATION PIPING AND W/ING	15	10 Jul 20	23 Jul 20																		
11150	SITE CURB AND CUTTER	10	24 Jul 20	03 Aug 20																		
11200	AC FINISH BASE	10	02 Aug 20	20 Aug 20																		
11300	SITE CONCRETE	12	07 Aug 20	24 Aug 20																		
11400	INS FALL PORE & PANEL SIGNS	2	21 Aug 20	24 Aug 20																		
11500	INSTALL LANDSCAPING PLANTING TURF	10	25 Aug 20	09 Sep 20																		
START UP AND TESTING																						
12170	SYSTEMS START UP & TESTING	25	04 Sep 20	09 Oct 20																		
FINAL COMPLETION																						
12700	FINAL INSPECTION	7	12 Oct 20	20 Oct 20																		
12200	FINAL INSPECTION CORRECTIONS	5	21 Oct 20	27 Oct 20																		
12230	IMPLEMENT WEIGHT BALANCE (WORK DAYS)	10	28 Oct 20	15 Nov 20																		
12240	SUBSTANTIAL COMPLETION	0		19 Nov 20																		

EXHIBIT E

**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. A site plan, clearly indicating employee, visitor and open parking spaces, shall be prepared. Floor plans, elevations, mechanical and electrical drawings shall be prepared, preferably at one eighth inch (1/8") scale.
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 — One hundred percent (100%) continuous filament nylon or olefin with static control; minimum yarn weight - 28 oz. Require statement of pile weight from vendor or manufacturer. Minimum five (5) year warranty excluding the use of protective chair pads against ten percent (10%) surface wears when properly maintained. Four inch (4") rubber cove base shall be used for base in all carpeted areas. Colors/patterns must be approved by the Economic Development Agency.
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 adjacent to occupied spaces shall be sound insulating double-wall construction and filled with sound-absorbing materials.
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. All roof designs shall include a minimum one-half inch (1/2") to one foot (1') slopes for positive drainage.

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 shall be placed at nine feet (9'0") above finish floor level, unless otherwise specified.
2. A suspended acoustical ceiling system with integrated lighting shall be installed in all occupied areas.
3. Rest rooms and coffee rooms shall have solid ceilings (drywall, etc.).

F. WINDOWS

1. Windows shall generally be limited to the lobby area and offices.
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.
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. Automatic door closers shall be provided on public and employee entrance doors, toilet room 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 designed and constructed to accommodate the physically handicapped. One water closet compartment

shall be sized to meet handicapped 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. **Paint grade?** painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Economic Development Agency.

1. 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.
2. Paint colors must be approved by the Economic Development Agency.
3. All interior painted surfaces shall receive two (2) coats of semi-gloss enamel.
4. 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.
5. Parking strips four inches (4") wide of highway traffic paint are to be provided.
6. Street number - Minimum six inches (6") high number - by Lessor.

L. **WINDOW TREATMENT**

1. Minimum treatment - Vertical blinds or other as specified by the Economic Development Agency.

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 to be black phenolic material laminated with white letters. Signs will be specifically identified by the Economic Development Agency.
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 self-closing faucets.
2. All toilets and urinals shall be equipped with flush valves.
3. Refrigerated water fountains - provide refrigerated water fountains at location indicated.
4. "Water-Saver" toilets will not be acceptable.
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 EZH2O 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. Ventilation for air-conditioning system - Provide ventilation makeup air in the amount of 10% of total air requirement for cooling or two (2) air changes per hour, whichever is greatest, plus all exhaust air requirements.
2. Prior to construction of office space over 5,000 square feet, existing systems over ten (10) years of age shall be inspected by a licensed HVAC company and a statement of condition detailing the reliability and efficiency of the systems shall be provided.

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 shall not be directly exhausted, except in the following instances:
 - a. Air used to make up exhaust for toilet rooms.
 - b. Air exhausted specifically for cooking, food preparation or removal of excessive heat generated by vending or various other machines.
 - c. When specified for coffee rooms.

D. **SPACE TEMPERATURE CONTROLS**

1. Central control system for the various areas or provide a thermostat for each heating and/or air-conditioning system. Use separate slide lever

adjustments for heating and cooling with lock covers.

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. Fluorescent lamps shall generally be 34 watt, 430-milli-amp, rapid-start, cool-white, including energy efficient ballasts.
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 where required by applicable codes, or natural lighting will not provide sufficient lumens for emergency exiting of building.

C. EXTERIOR LIGHTING

1. Install sufficient lighting to provide a minimum of five (5) foot-candles of illumination at each building entrance, around the perimeter of the building, in the parking and maneuvering areas and on driveways.
2. All exterior lighting shall be high or low-pressure sodium as specified by the County. Fixtures shall be controlled by photocell, time clocks, or

combinations of both.

(TELEPHONE AND COMMUNICATIONS)

(Updated November 10, 2008)

A. GENERAL 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 12' x 9' 12' x</u>
5,000 sq. ft. or less	12' 12' x 14' 12' x 14'
5,000 — 10,000 sq. ft.	
10,000 — 30,000 sq. ft.*	
30,000 sq. ft. or larger**	

* 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 'A" 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 NC 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.

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 — NV: 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 1¹/₄-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 PIN 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 1/4-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 1/4 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

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.

EXHIBIT F

BUDGETED OPERATING COSTS

Year	1	2	3	4	5	6	7	8	9	10
Total Operating Expense	507,419	513,671	520,017	526,458	532,996	539,632	546,367	553,204	560,143	567,186

Year	11	12	13	14	15	16	17	18	19	20
Total Operating Expense	590,942	598,198	605,563	613,032	620,626	628,327	636,143	644,077	652,130	660,304

Year	21	22	23	24	25	26	27	28	29	30
Total Operating Expense	688,520	696,941	705,488	714,162	722,969	731,906	740,978	750,186	759,531	769,017

The following illustrates the budgeted Operating Expenses during the first full year of operations. Budgeted costs have been compiled by the Management Company after receiving bids and feedback from vendors to provide these services. Each bid/expense is then inflated by 3% to account for the time needed to complete construction and then is budgeted to increase by 1.5% per annum over the 30 years of operations. The budgeted numbers reflect the costs of providing the highest quality services at the best price possible for the County to operate the three libraries. There are no "profit centers" within the operating budget.

Operating Expense	Cost at Year 1	
Daily Cleaning Service & Window Cleaning	161,994	Janitorial contract and supplies
HVAC R&M Contract	15,054	HVAC Servicing
Fire/Life/Safety	8,782	Fire sprinkler monitoring
Parking Lot Sweeping	9,158	Parking lot sweeping and lighting maintenance
Other Building R&M	7,590	
Miscellaneous	7,527	
Common Area Utilities		All Utilities paid by the County
Landscape Other	30,966	Monthly contract plus misc. repairs & supplies
Security Contract Service		County to provide
Routine Trash Removal	15,891	
Pest Control Contract	5,855	
Admin Exp - Postage	314	
Property Management Fees	84,942	Based on 3% of total lease payment
Insurance - Building & Liability	88,863	
Insurance - Business Interruption	26,136	
Annual Related Fees (Bond - Issuer, Borrower, Other)	38,682	
Trustee & Issuer Fees	5,665	
Total Operating Expense	507,419	

Exhibit H
WORK LETTER AGREEMENT
FOR DEVELOPMENT OF PROJECT - TERMS AND CONDITIONS
("Work Letter")

This Work Letter is attached to and incorporated into the Facilities Lease and also makes reference to that certain Ground Lease dated concurrently with the Facilities Lease, between the County of Riverside, as Ground Lessor, and Landlord, as Ground Lessee (the "**Ground Lease**").

1. Definitions. As used in this Work Letter, the Ground Lease and Facilities Lease, the following terms shall have the following meanings:

1.1 "**ADA**" includes the Americans with Disabilities Act of 1990, as amended from time to time, all other federal and state disability laws as amended from time to time, and regulations promulgated under any of the foregoing.

1.2 "**Additional Rent**" is defined in the Facilities Lease, Section 5.

1.3 "**Alterations**" is defined in Facilities Lease Section 11.

1.4 "**Annual Operating Budget**" is defined in Facilities Lease Section 8.6.1.

1.5 "**Applicable Requirements**" is defined in Facilities Lease Section 11.1.

1.6 "**Architectural Design Exhibits**" and "**French Valley Architectural Design Exhibits**," "**Meniffee Architectural Design Exhibits**" and "**Desert Hot Springs Architectural Design Exhibits**" is defined in the Facilities Lease.

1.7 "**Assignment of Design-Build Contract**" means the Assignment of Design-Build Contract dated _____, 2019 from Landlord to Trustee.

1.8 "**Assignment of Leases and Rents**" means the Assignment of Leases and Rents, dated _____, 2019 from the Landlord to the Trustee.

1.9 "**Authority**" means the California Enterprise Development Authority.

1.10 "**Architect**" means CannonDesign, the architect for the Project selected by the Design-Builder and approved by Landlord under the Design-Build Contract.

1.11 "**Base Building Systems**" is defined in Facilities Lease Section 2.5.

1.12 "**Board**" or "**Board of Supervisors**" means the County Board of Supervisors.

1.13 "**Bonds**" is defined in Facilities Lease Recital J.

1.14 "**Bond Financing Documents**" means the Indenture, Loan Agreement, Assignment of Leases and Rents, Design-Build Contract, Assignment of Design-Build Contract,

Project Manager Agreement, Property Management Agreement and _____ entered into in connection with the issuance of the Bonds.

1.15 “**Budgeted Operating Costs**” is defined in Facilities Lease Section 8.4.

1.16 “**Capital Costs**” is defined in Facilities Lease Section 8.4.

1.17 “**Capitalized Interest Period**” is defined in the Facilities Lease.

1.18 “**Construction Contracts**” means collectively (i) the Design-Build Contract and (ii) all other contracts for design or construction services entered into between Landlord and a Contractor for design or construction of Improvements comprising the Project or any other portion of the Project not covered by the Design-Build Contract.

1.19 “**Construction Documents**” means the Construction Drawings and Detailed Specifications approved by Landlord, attached as Exhibit H-3 with Tenant’s concurrence, for construction of the Project, including technical drawings, schedules, diagrams, plans and specifications setting forth in detail the requirements for construction of the Project and providing information customarily required for the use of the building trades.

1.20 “**Construction Drawings**” means Drawings setting forth in detail all of the requirements for the construction of the Project to be attached hereto as Exhibit H-3 upon completion and mutual approval of same by Landlord and Tenant. As used herein, “**Drawings**” include all graphic and pictorial documents depicting all of the design, location and dimensions of the elements of the Project and include plans, elevations, sections, details, schedules and diagrams for the Project, all of which shall be consistent with the Project Requirements.

1.21 “**Construction Failure**” is defined in Facilities Lease Section 5.2.

1.22 “**Contract Documents**” means the Design-Build Contract, Construction Documents, and the other documents identified as Contract Documents in the Design-Build Contract.

1.23 “**Contractors**” means the Design-Builder and all subcontractors, material suppliers, fixture, furnishings and equipment vendors, the Architect and any surveyors, engineers, project design consultants and any other third party consultants with whom Design-Builder or Landlord (directly or indirectly) contracts for the Project.

1.24 “**County**” means the County of Riverside, a political subdivision of the State of California.

1.25 “**County Standards**” means (i) the County of Riverside Economic Development Agency Real Estate Division General Construction Specifications for Leased Facilities attached to the Facilities Lease as EXHIBIT E, and (ii) the specifications to be attached hereto as EXHIBIT H-3.

1.26 “**Design-Build Contract**” means the Standard Form of Agreement between Owner and Design-Build – Lump Sum, DBIA Form 525, together with the Standard Form of General Certifications of Owner and Design-Builder, DBIA Form 535 and the Supplement to Standard Form of Agreement between Owner and Design-Builder – Lump Sum, each dated _____, 2019, between Landlord and the Design-Builder for design, construction and equipping of the Project.

1.27 “**Design-Builder**” means the Design-Builder for the Project selected by Landlord.

1.28 “**Detailed Specifications**” means all written detailed requirements for materials, equipment, construction systems, standards and workmanship for the construction of the Project to be attached hereto as **Exhibit H-3** upon completion and mutual approval of same by Landlord and Tenant.

1.29 “**Emergency Repair Situation**” is defined in Facilities Lease Section 7.5.

1.30 “**Environmental Laws**” means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes relating to the regulation or protection of human health, safety, the environment, and natural resources, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), and any similar or comparable state or local laws, including, without limitation, the California Hazardous Substance Account Act (California Health & Safety Code §§ 25300 et seq.), as such federal, state, and local laws exist as of the Effective Date and as amended in the future.

1.31 “**Excess Operating Costs**” is defined in the Facilities Lease, Section 8.6.3.

1.32 “**Excluded Properties**,” as well as “**Excluded French Valley Property**,” “**Excluded Menifee Property**” and “**Excluded Desert Hot Springs Property**,” is defined in Ground Lease Section 2.3.

1.33 “**Expiration Date**” is defined in Facilities Lease Section 4.1.

1.34 “**Extraordinary Operating Costs**” is defined in the Facilities Lease.

1.35 “**Facilities Lease**” means that certain Facilities Lease Agreement between Landlord and Tenant, as amended from time to time.

1.36 “**FF&E**” means the fixtures, furnishings and equipment for the Project to be designed, procured and installed by Design-Builder and paid for by Tenant as provided in the Work Letter.

1.37 **"FF&E Budget"** means the agreed upon budget for FF&E Costs, as set forth in **Exhibit H-2** attached hereto and by this reference incorporated herein, as amended from time to time in accordance with this Work Letter.

1.38 **"FF&E Costs"** means the Landlord's Project Manager's and Design-Builder's fees and costs (as provided in this Work Letter) for designing, procuring and installing all FF&E items (including without limitation the purchase prices, delivery, taxes (if any) and freight for all FF&E items).

1.39 **"Final Acceptance"** means the Tenant's written approval (not to be unreasonably withheld or delay) that each of the following items shall have occurred with respect to the Project:

1.39.1 The County of Riverside, through its Economic Development Agency, has issued certificate of occupancy (or its substantial equivalent) for the Project permitting Tenant to occupy and use the Library Improvements for each of the Libraries for their intended purposes as described in the Facilities Lease; provided, however, if the delay in the issuance of the final certificate of occupancy is attributable to the Tenant then this condition shall be deemed satisfied;

1.39.2 The Design-Builder shall have issued its "Affidavit of Payment of Debts and Claims" and "Contractor's Affidavit of Release of Liens" (AIA Forms 706 and 706A) together with final waivers and releases of lien in form satisfactory to Landlord from Contractors and all major subcontractors who have performed work on the Project Site, including without limitation Architect and any Architect consultant or subconsultant;

1.39.3 All Punch List items shall have been completed;

1.39.4 The period for filing construction liens has expired and none have been filed or releases or discharges of construction liens in form and substance reasonably satisfactory to Tenant have been obtained by Landlord from all Contractors in accordance with all Design-Build Contracts and from such laborers, contractors and subcontractors performing material work on site as Tenant may reasonably require or Landlord shall have provided reasonably acceptable bonding for any such liens filed which Landlord intends to contest;

1.39.5 Architect shall have issued its "Certificate of Final Completion" and Tenant shall have received the certificate of any other architect or engineer requested by Tenant or the Design-Build Contract;

1.39.6 Design-Builder shall have issued a certificate that (1) the Project has been finally completed in substantial accordance with the Contract Documents, and (2) no Hazardous Substances were incorporated into the Project;

1.39.7 Landlord shall have received and delivered to Tenant an endorsement to its Title Policy dated as of and issued on the date of Final Acceptance, which shall show that (1) no liens for labor or materials, whether or not of record, which may have arisen in connection

with the construction of the Project exist, and (2) show no additional exceptions to the Title Policy other than those approved by or arising through Tenant;

1.39.8 Landlord shall have delivered to Tenant its affidavit that the Design-Build Contract and Construction Contracts for the Project required Design-Builder and the Contractors (including designers as applicable) under those contracts and their subcontractors to pay the prevailing wage as required by this Work Letter;

1.39.9 Landlord shall have submitted the initial applications, supporting documents and other materials needed to obtain the LEED Certification; and

1.39.10 Landlord shall have completed its obligations associated with the development of the Project and delivered all matters as to which Landlord was obligated to deliver at Final Acceptance.

1.40 **“Final Drawings and Specifications”** is the scope of work of the Project as will be set forth in **Exhibit H-3** once finalized.

1.41 **“Force Majeure Delay”** means any delay in the performance by any Party or the Design-Build Contractor of its obligations caused by strikes, lock-outs, governmental moratorium or other governmental or quasi-governmental agency or utility provider action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations or providing sign off on work), acts of God, riots, insurrection, war, terrorism, bioterrorism, fire, earthquake, inclement weather including unusual rain, flood or other natural disaster or casualty, unavoidable casualties, governmental embargo restrictions, subsurface and environmental conditions not reasonably identified by Landlord prior to the date of this Work Letter in the exercise of its commercially reasonable due diligence (or which would reasonably have been expected to have been identified by Landlord if Landlord had exercised commercially reasonable due diligence), or other causes beyond the reasonable control of Landlord or the Design-Build Contractor, which, after the exercise of due diligence to mitigate the effects thereof, delay construction of the Project. Force Majeure Delays are not delays resulting from (a) any Party’s or the Design-Build Contractor’s failure to comply with the terms and provisions of the Facilities Lease, this Work Letter or the Design-Build Contract, or to exercise commercially reasonable due diligence, (b) increased prices, or (c) unavailability of funds. Force Majeure Delays will entitle Landlord and the Design-Build Contractor to an extension of Outside Completion Date, but will in no way entitle Landlord to additional compensation unless proven to be attributable to negligent acts or omissions of the Tenant (other than any increase to Total Project Costs resulting from any such Force Majeure Delays).

1.42 **“Ground Lease”** means that certain Ground Lease Agreement between Ground Lessor and Ground Lessee, as amended from time to time.

1.43 **“Ground Lessee”** means CFP Riverside, LLC, a California limited liability company. See also Landlord.

1.44 **“Ground Lessor”** means the County. See also Tenant.

1.45 “**Ground Lessor Contamination**” is defined in Ground Lease Section 32.

1.46 “**Hazardous Substances**” means any material, waste, substance, industrial waste, toxic waste, chemical contaminant, petroleum, asbestos, polychlorinated biphenyls, radioactive materials or other substances regulated or classified by Environmental Laws as hazardous, toxic or lethal to persons or property.

1.47 “**Indenture**” means the Indenture of Trust, dated as of _____, 20, between the Authority and Trustee, pursuant to which the Authority will cause the issuance of the Bonds.

1.48 “**Landlord**” means CFP Riverside, LLC, a California limited liability company. See also Ground Lessee.

1.49 “**Landlord’s Contingency Fund**” [Conform to Indenture terms] is defined in the Facilities Lease.

1.50 “**Laws**” means any constitution, statute, ordinance, regulation, rule, resolution, judicial decision, administrative order or other requirement of any federal, state, Tenant, municipal or other governmental agency or authority having jurisdiction over the Parties or the Premises, including without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities) and all rules, laws and regulations issued thereunder, as the same may be amended from time to time.

1.51 “**Lease Year**” is defined in the Facilities Lease, Section 4.1.

1.52 “**Leases**” means the Ground Lease and the Facilities Lease.

1.53 “**Leased Premises,**” as well as “**French Valley Leased Premises,**” “**Meniffee Leased Premises**” and “**Desert Hot Springs Leased Premises,**” is defined in the Ground Lease.

1.54 “**Legal Requirements**” means all requirements relating to land and building design and construction (including those specifically applicable to Tenant’s contemplated use of the Premises), including, without limitation, planning, zoning, subdivision, environmental, air quality, flood hazard, fire safety, accessibility, and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with all the foregoing and other applicable statutes, rules, orders, regulations, laws, ordinances, and covenants, conditions and restrictions, which now apply to and/or affect the design, construction, existence, intended use, operation and/or occupancy of the Premises; provided, however, in all events, Landlord shall only be responsible for compliance with Legal Requirements relative to the design, construction, equipment, operations and maintenance of the Premises, and Tenant shall be responsible for compliance with Legal Requirements pertaining to Tenant’s use and/or occupancy of the Premises.

1.55 “**Library Improvements**” is defined in the Ground Lease and **Exhibit H-3**.

1.56 **“Library Improvements Completion Date”** is the actual date Substantial Completion of the Library Improvements has occurred pursuant to the terms of the Facilities Lease.

1.57 **“Library System”** means the Riverside County Library System.

1.58 **“Loan Agreement”** means the Loan Agreement, dated as of _____, 2019, between the Authority and the Landlord.

1.59 **“Lump Sum Price,”** or **“LSP,”** means the lump sum cost for final design and construction for the Project, as guaranteed by the Design-Builder pursuant to the terms of the Design-Build Contract. The Lump Sum Price is paid by Landlord. Tenant is not responsible for the payment of the Lump Sum Price.

1.60 **“Off-Premises Improvements”** means the Project facilities, improvements and other work (if any) located on the Excluded Properties (if any).

1.61 **“Operating Costs”** is defined in Facilities Lease Section 8.4.

1.62 **“Optional Prepayment Date”** is defined in Facilities Lease Section 6.1.

1.63 **“Outside Completion Date”** means February 28, 2021, the date Landlord is required to achieve Substantial Completion of the Project as set forth in the Project Schedule set forth in **Exhibit D**. The parties acknowledge that the Outside Completion Date includes a sixty (60) day contingency period or extension period from the estimated date of Substantial Completion as set forth in the Project Schedule. To deliver the Project by the Outside Completion Date, Landlord must achieve Substantial Completion of the Project as defined in **Exhibit H**.

1.64 **“Party”** and **“Parties”** are defined in the Leases.

1.65 **“Permits”** means all land use approvals, permits and approvals required for construction of the Project, and shall expressly exclude all approvals and permits related to Tenant’s use and occupancy of the Premises.

1.66 **“Permitted Use”** is defined in the Ground Lease.

1.67 **“Pre-Existing Contamination”** is defined in Ground Lease Section 32.

1.68 **“Premises,”** as well as **“French Valley Premises,”** **“Meniffee Premises”** and **“Desert Hot Springs Premises,”** is defined in the Facilities Lease.

1.69 **“Project Schedule”** means the agreed upon schedule for development, design, construction and equipping of the Project set forth in **Exhibit D**, as amended from time to time in accordance with this Work Letter, provided, however, that in no event shall the Project Schedule

provide for Substantial Completion of the Project to occur later than the Outside Completion Date.

1.70 “**Project**” is defined in the Ground Lease, Exhibit N and Exhibit H-3.

1.71 “**Project Budget**” means the agreed upon budget based upon the estimated Project Costs for development, design and construction of the Project (excluding FF&E Costs), calculated based on the estimated costs for the approximately 25,000 square foot French Valley Library, approximately 20,000 square foot Menifee Library and approximately 15,000 square foot Desert Hot Springs Library, other Library Improvements and Off-Premises Improvements, as set forth in Exhibit H-1 attached hereto and by this reference incorporated herein, as amended from time to time in accordance with this Work Letter.

1.72 “**Project Contingency**” means a contingency or reserve line item in the Project Budget for unknown Project Costs, as identified in Exhibit H-1.

1.73 “**Project Costs**” means all costs for the completion of the development, planning, entitling, designing, building, financing, and equipping of the Project, including without limitation all Library Improvements, including all demolition costs, all site work and offsite work, including utility relocation and installation and connection of utility lines and equipment (including transformers, meters and the like) as required to serve the Project, all roadway improvements (if any), sidewalks, drive aisles, parking areas, curbing, exterior lighting and landscaping and related equipment, all application, plan check, permit and impact fees (excluding FF&E Costs to be paid by Tenant to Landlord separately as provided in this Work Letter), , all costs of architectural services provided by the Architect, all other professional design and other services provided by Contractors or other professionals engaged by Landlord or the Design-Builder, costs of reproductions of plans, specification, reports, manuals and similar materials, all amounts paid to Design-Builder under the Design-Build Contract including all labor, material, and equipment used or incorporated in such design and construction, all amounts paid to other Contractors and subcontractors, if any, under any other Construction Contract or subcontract entered into by Landlord upon the written approval of Landlord, including all labor, material, equipment used or incorporated in such design and construction, services provided by engineers, environmental consultants, surveyors and other professionals and consultants retained by Landlord in connection with the Project, reasonable travel costs incurred by Landlord in connection with the performance of its services under this Work Letter, including, but not limited to reasonable mileage charges, meals and lodging, Landlord’s overhead allowance, Landlord’s fees (including Landlord’s development fees and any performance fee, if any), commissions, and reimbursement to Landlord for advancing certain Project Costs, insurance costs including insurance premiums and deductibles, applicable state and local retail sales taxes, financing fees, costs and interest, but specifically excluding furniture, furnishings, fixtures, equipment, art, signage, way finding, RCIT[?], audio and visual equipment, security, cabling,

1.74 “**Project Manager**” means Omni West Group, Inc., in its capacity as project manager under the Project Manager Agreement.

1.75 **“Project Manager Agreement”** means the Project Manager Agreement, dated _____, 2019, between the Landlord and the Project Manager.

1.76 **“Project Requirements”** means the Architectural Design Exhibits, County Standards, Legal Requirements related to development and completion of the Project and any other requirements for the Project specifically agreed to by Tenant and Landlord.

1.77 **“Property”** and **“Properties,”** as well as **“French Valley Property,” “Meniffee Property,” “Desert Hot Springs Property”** is defined in the Ground Lease.

1.78 **“Property Manager”** means Omni West Group, Inc., in its capacity as property manager under the Property Management Agreement.

1.79 **“Property Management Agreement”** means the Management Agreement for Real Property, dated _____, 2019, between the Landlord and the Property Manager, a copy of which is attached to the Facilities Lease as **Exhibit I**.

1.80 **“Purchase Option”** and **“Partial Purchase Option”** are defined in the Facilities Lease.

1.81 **“Punch List”** means a list of items required to be completed prior to Final Acceptance that are minor items which do not affect Tenant’s ability to use the Premises for the intended uses.

1.82 **“Rent Commencement Date”** is defined in the Facilities Lease.

1.83 **“Operations and Maintenance Account”** is defined in the Facilities Leases.

1.84 **“Schedule of Performance”** means the Project Schedule set forth in **Exhibit D**.

1.85 **“Site”** or **“Project Site”** is defined in the Ground Lease.

1.86 **“Site Plans”** and **“French Valley Site Plan,” “Meniffee Site Plan”** and **“Desert Hot Springs Site Plan”** is defined in the Ground Lease.

1.87 **“State”** means the State of California.

1.88 **“Substantial Completion”** or **“substantially complete”** shall mean that each of the following events shall have occurred with respect to the Project:

1.88.1 Landlord shall have notified Tenant in writing when the Project is Substantially Complete in substantial accordance with the Contract Documents, subject only to the completion of normal Punch List items (or as otherwise agreed by Tenant);

1.88.2 Architect shall have issued its “Certificate of Substantial Completion” (AIA Document G704) stating that the work under the Design-Build Contract is sufficiently complete in substantial accordance with the Contract Documents;

1.88.3 Each of the County of Riverside, through its Economic Development Agency, the City of Menifee, and the City of Desert Hot Springs, has issued a final or temporary certificate of occupancy or other approval for the French Valley Library Improvements, Menifee Library Improvements and Desert Hot Springs Library Improvements, respectively (such as final sign-off by the applicable building inspector(s)) sufficient for occupancy of the French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises, respectively).

1.88.4 Landlord has obtained the Fire and Life Safety permit(s) from the applicable City or County Fire Departments who have also issued their approvals for occupancy such that Tenant is permitted to and could, pursuant to such issued Fire and Life Safety permits and certificates of occupancy or comparable approval, physically occupy the French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises.

1.88.5 [omitted]

1.88.6 The Design-Builder shall have executed a "Certificate of Substantial Completion" in a form satisfactory to Landlord;

1.88.7 Access to all Premises have undergone inspection by a "Certified Access Specialist" and has been determined pursuant to such inspection to meet all applicable construction-related accessibility standards under California Civil Code Section 55.53;

1.88.8 Tenant shall have accepted the Project as Substantially Complete (which acceptance shall not be unreasonably withheld, conditioned or delayed and will presumptively be granted if items 1.[89].1 through 1.[89].6 have been satisfied), subject to completion of the Punch List items agreed upon by Tenant and items and activities required for the LEED Certification; and

1.88.9 Landlord shall have caused Noticed of Completion under California Civil Code Section 3093 to be recorded for each of the French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises; and

1.88.10 The Project has been constructed and equipped in substantial accordance with the Contract Documents and: (a) all elements required for the functioning of the Project are operational and in good working order and condition including satisfying applicable ADA building requirements, as well as regulations adopted thereunder; (b) all facilities are weather tight and waterproof; (c) the fire and life safety systems within the Project are operational and in good working order and condition; (d) [omitted]; (e) the mechanical and electrical systems, including but not limited to the HVAC system, have been individually tested and verified that they are in good working order and able to support the intended uses of the Project by the Tenant, and have been tested to assure that the Project systems operate on an integrated basis; (f) all FF&E has been installed and all equipment including therein has been tested and determined to generally work as intended; (g) the finish work has been substantially completed, including, but not limited to public lobby, HVAC, plumbing, fire and life safety, sprinkler and electrical systems, doors, partitions, cabinetry, carpet and base, including removal of all construction

debris; and (h) all roadway improvements, site utilities, sidewalks and landscaping have been substantially completed and construction barricades and equipment have been removed, except in each case minor Punch List items which do not materially affect use and occupancy of the Project for its intended use by Tenant.

1.89 **“Taxes and Assessments”** is defined in Facilities Lease Section 2.6.

1.90 **“Tenant”** means the County. See also Ground Lessor.

1.91 **“Tenant-Caused Delay”** means any period of delay in the overall progress of design, construction, and completion of the Project that is (i) caused by Tenant-initiated change orders to the Design-Build Contract, (ii) caused by Tenant-initiated changes to the Construction Documents, (iii) caused by Tenant’s failure to approve, disapprove, decide, or otherwise respond to, Landlord with respect to a particular item for which Tenant’s response is required hereunder or under the Design-Build Contract, or (iv) due to Tenant’s failure to deliver plans, information, specifications, or other information within the time frames required under this Work Letter or arising out of any interference or other acts or omissions of Tenant. However, a Tenant Caused Delay shall not include: (x) delay to the extent caused by Landlord’s or Design-Builder’s failure to provide, within the time frames allowed hereunder, architect’s certifications, progress completion certifications, copies of change orders and supporting documentation, shop drawings, schedules, costs, invoices, job progress reports, or other documents or information which Tenant is entitled to receive hereunder or which is reasonably requested by Tenant in connection with any such decision or response, or (y) delay to the extent caused by the existence of reasonable cause to suspect that design or construction of the Project or any other services provided by Landlord hereunder have not been performed in accordance with Contract Documents or Construction Documents and other requirements hereunder, in which case Tenant-Caused Delay shall not include the amount of additional time reasonably needed by Tenant to determine whether such design or construction or other services conform to all requirements hereunder.

1.92 **“Title Policies”** shall mean any leasehold policy of title insurance issued to Landlord upon its acquisition of a leasehold interest in the Leased Premises pursuant to the Ground Lease or closing of the financing for the Project, and any lender’s policy of title insurance issued to Landlord’s Lender (Trustee) upon the recording of the Assignment of Leases and Rents with respect to the Leased Premises in favor of the Lender (Trustee).

1.93 **“Total Project Costs”** shall mean the total final Project Costs set forth in the Project Budget , and subject to Tenant change orders.

1.94 **“Trustee”** means UMB Bank, N.A., as trustee under the Indenture, or any successor national bank or other financial institution with trust powers selected by Landlord to serve as the bond trustee under the Indenture or any duly authorized successor thereto appointed pursuant to the Indenture.

1.95 **“Utility Costs”** is defined in Facilities Lease Section 10.

1.96 **“Utility Lines”** is defined in Ground Lease Section 7.3.

1.97 “**Warranty Period**” means the various warranty periods as defined in each systems warranty provided for the Project.

1.98 “**Work Letter**” is this Work Letter, including all exhibit, as emended from time to time.

2. **Duty to Develop.** Promptly following execution of the Leases, Landlord, at its sole expense (except for FF&E Costs as provided herein), shall plan, entitle, permit, design, construct, equip, operate and maintain, or cause to be planned, entitled, permitted, designed, constructed, equipped, operated and maintained, upon the Premises and (as applicable) Excluded Properties, the Project, including all buildings, FF&E, parking facilities, roadways, landscaping, walkways, and utility improvements in accordance with the Project Requirements all the terms and conditions of the Facilities Lease and the parties’ agreed upon design, plans and specifications of the Project. Design of the Project shall commence at such time as the Design-Build Contract, is finalized and complete. Actual construction and equipping of the Project shall commence at such time as Landlord has obtained the required approvals from all governmental and regulatory agencies, including the required Permits to commence construction activities on any portion of the Project Site. In order to assure timely communications between Landlord and Tenant during the design, construction and equipping process, any notice from Landlord to Tenant requiring or permitting a response by Tenant, shall specify the outside date by which Tenant’s response must be received to be effective, which response date shall not be less than five (5) business days. Should the Tenant need additional time to adequately respond to such notice, then Tenant shall inform Landlord of the need for additional time within such five (5) business day period. Landlord shall use commercially diligent efforts to achieve Substantial Completion of the Project by the date set forth in the Project Schedule. No less than twenty (20) days before commencing construction activities on any portion of the Project Site, Landlord shall give Tenant written notice thereof so that Tenant can post Notices of Non-Responsibility.

3. **Diligent Efforts; Relationship of the Parties.** Landlord accepts the relationship of trust and confidence established with Tenant by the Facilities Lease and this Work Letter and agrees that in providing the services and work set forth in this Work Letter, Landlord shall use its diligent efforts and shall furnish its best skill and judgment and shall cooperate with, coordinate, manage, direct and oversee, the Design-Builder, Architect, all other Contractors, all other engineers, design consultants, managers and other persons retained in connection with the design, permitting, development and construction of the Project so as to cause Substantial Completion of the Project in an expeditious and economic manner consistent with the best interests of Tenant, and otherwise in a good and workmanlike manner and in substantial accordance with the Contract Documents, on or before Outside Completion Date, free and clear of all liens. Landlord shall perform its services in accordance with the terms of the Facilities Lease and this Work Letter.

4. **Project Budget; Final Drawings and Specifications; Project Contingency.** The Project Budget, which sets forth a detailed itemization and category of all estimated Project Costs (excluding FF&E Costs), including Project Contingency based on a five percent (5%) of

the estimated Total Project Costs, is attached hereto as **Exhibit H-1**. After completion of the design, Landlord shall provide the Final Drawings and Specifications, as set forth in Section 4.3.

4.1 **Project Contingency.** Landlord shall be fully entitled to draw upon the Project Contingency line item of the Project Budget and use the Project Contingency in its entirety, if necessary to pay Project Costs. Tenant shall enter into the Ground Lease and the Facilities Lease, but shall not be responsible for any financing for the Project nor shall Tenant be a guarantor or signatory in connection with any financing for the Project. If upon completion of the Project a surplus of funds exists in the Project Budget or Project Contingency and/or there are any savings based on actual costs for the developing, planning, entitling, designing, equipping and constructing the Project, such amounts shall be applied as otherwise provided in the Facilities Lease.

4.2 **Use of Project Contingency.** The amounts set forth in the various line items of the Project Budget are estimates only of Project Costs to be incurred. Throughout the timeline of the Project and the course of construction, to the extent the actual Project Costs in any line item of the Project Budget exceed the amount shown for such line item, Landlord shall first allocate amounts in other line items, in which the known actual Project Costs shall have been less than the amount in the Project Budget, to the line item in which the excess actual Project Cost(s) has occurred. Following the allocation by Landlord as set forth in the preceding sentence with respect to all line items, except Contingency, Landlord shall be fully entitled to draw upon the Contingency line item of the Project Budget and use the Project Contingency in its entirety, if necessary to pay the actual Project Costs and any line item cost overruns.

4.3 **Final Acceptance.** Upon Final Acceptance, Landlord shall provide Tenant with an accounting of the actual Total Project Costs. Any surplus shall be applied as otherwise provided in the Facilities Lease.

5. **Inspection of Premises.** Tenant, through its duly authorized agents, shall have, at any time, the right to enter the Premises for the purpose of inspecting, monitoring and evaluating the obligations of Landlord hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Work Letter.

6. **Contracts.** Landlord shall enter into Contract Documents directly with the Design-Builder and other Project vendors as needed.

7. **Preconstruction Obligations; FF&E.** Landlord shall be responsible for and take all actions reasonably necessary to occur to ensure the design and development of the Project including, but not limited to:

7.1 **Construction Services.** Landlord shall contract directly with all Contractors used to satisfy Landlord's obligations under this Work Letter. Landlord shall cause all Contractors to be paid in a timely fashion such that no liens are recorded against the Premises. Landlord shall be solely responsible for all services and work performed in relation to the Project whether by Landlord or Contractors. Landlord shall provide all management oversight of the Design-Builder and any other Contractor engaged directly by Landlord and shall complete all necessary

contracts and agreements with the Design-Builder and other Contractors to ensure proper completion of the Project on time and prior to the Outside Completion Date. Landlord shall be fully responsible for any costs exceeding the Project Budget.

7.2 Final Drawings and Specifications. Landlord shall cause the Design-Builder to cause the Architect to prepare the Construction Drawings and Detailed Specifications for the Project for Landlord's review and Tenant's approval, which shall be consistent with the Architectural Design Exhibits and all previously approved designs, and following approval thereof shall be attached hereto as Exhibit H-3. The intention of the parties is to cooperate in good faith to provide a completed design which meets the mutual objectives of the parties, all Legal Requirements and is consistent with all Project Requirements and the building quality reflected therein. The Final Drawings and Specifications for the Project shall include, at a minimum, all mutually approved architectural services as may be necessary to provide Construction Documents for the Project.

7.3 Final FF&E Items and Payment Schedule. Landlord shall cause the Design-Builder to design and propose final FF&E items, and a schedule for Tenant to pay Landlord all FF&E Costs, for Landlord's review and Tenant's approval. The final FF&E items shall include, at a minimum, _____ with an initial estimated total FF&E Budget of \$5,000,000 and consistent with Exhibit H-2. The FF&E Budget is attached hereto as Exhibit H-2. The final list of FF&E items shall be attached hereto as Exhibit H-4 upon completion and mutual approval of same by Landlord and Tenant. Costs charged by the Landlord, Project Manager and Design-Builder and other Contractor's costs for designing, procuring and installing FF&E shall not exceed the amounts charged for other similar or comparable Project work. The total FF&E Cost shall not exceed the FF&E Budget without Tenant's approval, which may be withheld for any reason in Tenant's sole discretion. As Tenant is Landlord and Design-Builder's only source for paying FF&E Costs, Design-Builder's FF&E payment schedule may require Tenant to pay Landlord a reasonable time (not to exceed thirty (30) days) in advance of Design-Builder's anticipated due dates. Subject only to Tenant's payment of FF&E Costs as required, FF&E will at all times be and remain Tenant's property.

7.4 ADA Compliance. The Design-Build Contract and each design contract shall include a provision requiring that upon Substantial Completion of that portion of the work covered by that design contract, the work and the portion of the Project as designed or engineered shall comply with the ADA.

7.5 Tenant's Review. Tenant may participate in any and all design meetings with Design-Builder, Landlord, Architect, and other design professionals as appropriate in the course of the development of the final drawings and specifications and all Construction Documents in order to facilitate the approval of such Construction Documents in accordance with the terms of this Work Letter. Landlord shall submit to Tenant, and Tenant shall promptly review, the Final Drawings and Specifications to be set forth in Exhibit H-4, which consist of all Construction Drawings and Detailed Specifications submitted in accordance with this Work Letter and shall give Landlord written notice within thirty (30) business days following its receipt of the Construction Drawings and Detailed Specifications, of its approval or disapproval thereof,

specifying in the case of its disapproval, its reason therefor. Tenant shall have the right to disapprove such Construction Drawings and Detailed Specifications which (i) do not meet the Project Requirements, (ii) do not comply with Legal Requirements, (iii) with respect to drawings, are not consistent developments of the previous drawings approved by Tenant, or (iv) propose changes in work or materials that would result in a material change in appearance or diminution in quality of the Project.

7.5.1 If objections or comments are submitted in writing within the time frame and in accordance with the requirements set forth in the preceding subsection, Landlord shall cause the Architect to make changes in the Construction Drawings and/or Detailed Specifications consistent with reasonable objections or comments made by the Tenant and shall resubmit the same to Tenant in accordance with the foregoing schedule for further review. The process of resubmittal and review shall continue until the submittals have been approved by all the parties. The final Construction Drawings and Detailed Specifications setting forth in detail the requirements for the construction of the Project which have been approved by Tenant are called the Construction Documents. There shall be no material change in the Construction Documents except as set forth in Section 17 below.

7.6 Permit and Construction Documents. Landlord shall cause the Design-Builder to cause the Architect and other design professionals to prepare Construction Documents as required for submittal of the application for building permits and other permit applications as required for construction of the Project by Design-Builder and other Contractors.

7.7 Permits. Landlord shall obtain all Permits necessary to construct the Project through the County of Riverside, through its Economic Development Agency and the Department of Environmental Health, the Cities of Menifee and Desert Hot Springs, the Riverside County or applicable City Fire Department, and all other agencies and quasi-governmental agencies and utility providers from which approvals and permits are required to commence and complete the Project. Tenant shall have at least five (5) business days to respond to any requests by Landlord for review and approval by Tenant. In the event that Tenant's review shall take more than thirty (30) days to review any Permit application Landlord submits to Tenant, Tenant shall provide notice to Landlord pursuant to Section 2 of this Work Letter. Tenant shall join in any application for Permits, where required, at the expense of Landlord as part of Project Costs. Landlord shall pursue issuance of such Permits with all due diligence and Tenant shall diligently cooperate with Landlord to provide input to and provide approvals for issuance of the Permits. All costs associated with issuance of the Permits, including the cost of any required Off-Premises Improvements, shall be included in the Project Budget and as part of Project Costs unless mutually agreed upon in writing by the Parties.

7.8 Architect. Landlord shall cause the Design-Builder to oversee all design work done by Architect and other design professionals for the design and development of the Project. Landlord shall expeditiously review design documents during their development and Landlord shall advise Tenant on proposed site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Landlord shall consult with Tenant

regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

7.9 Administrative Lot Splits. Landlord shall take all actions required to obtain administrative lot splits of the French Valley Property, Menifee Property and Desert Hot Springs Property, to create the final French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises, respectively, as part of Project Costs. Tenant will reasonably cooperate with those efforts.

8. Leed Certification. Landlord shall use commercially reasonable efforts to obtain a Leadership in Energy and Environmental Design – NC 2009 (“LEED”) Silver certification from the U.S. Green Building Council (“USGBC”) for the Project (“LEED Certification”). Tenant acknowledges that the design decisions made by it will have an impact on the LEED certification received and will work in good faith with Landlord when making those decisions to consider their potential impact on achieving the required LEED Certification. Landlord shall keep Tenant apprised throughout the design process of any design decisions that may affect the LEED Certification for the Project and with respect to any preliminary determinations made by the USGBC with respect to the LEED certification of those facilities and improvements. It is anticipated that the final determination by the USGBC of the LEED certification of the Project will not occur until after Final Acceptance. Landlord shall use commercially reasonable, good faith and diligent efforts to obtain the LEED Certification no later than one hundred eighty (180) days after Final Acceptance.

9. Construction and Procurement Management Services. Landlord shall provide Tenant with all construction administration and construction management services necessary or desirable to cause Substantial Completion of the Project on or before the Outside Completion Date, all in a good and workmanlike manner and in substantial accordance with the Contract Documents, including, without limitation, the following:

9.1 Landlord shall notify Tenant of any Project schedule issues that may impair Landlord’s ability to substantially complete the Project prior to the Substantial or Outside Completion Date.

9.2 Landlord shall consult with the Tenant regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

9.3 Landlord shall cause the Design-Builder to establish the assignment of responsibilities for temporary utility facilities and equipment, materials and services for common use of the Contractors. Landlord shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

9.4 Landlord shall cause the Design-Builder to review the Construction Documents as required to provide that (1) the work of the Contractors is coordinated; (2) all requirements for the Project have been assigned to the appropriate Construction Contract; (3) the likelihood of

jurisdictional disputes has been minimized; and (4) proper coordination has been provided for sequenced construction.

9.5 Landlord shall cause the Design-Builder to design, procure and install all FF&E in a prompt and efficient manner consistent with proper procurement practices.

9.6 Landlord shall require Design-Builder to prepare all schedule updates required by the Design-Build Contract, and promptly provide copies to Tenant.

9.7 Landlord shall work with the Design-Builder to expedite and coordinate the ordering and delivery of materials and FF&E requiring long lead times.

9.8 Landlord shall select and coordinate the professional services of surveyors, special consultants, testing laboratories, and commissioning agents required for the Project.

9.9 Landlord shall cause the Design-Builder to provide an analysis of the types and quantities of labor required for the Project and shall review with the Design-Builder the availability of appropriate categories of labor required for critical phases. Landlord shall make recommendations for actions designed to minimize adverse effects of labor shortages.

9.10 Landlord shall cause the Design-Builder to schedule and coordinate the sequence of design, construction and procurement so as to cause Substantial Completion of the Project to occur on or before the date of Substantial Completion set forth in the Project Schedule, however, no later than the Outside Completion Date.

9.11 Landlord shall dutifully administer and enforce the Design-Build Contract and cause the Design-Builder to dutifully administer and enforce all Construction Contracts with designers, subcontractors, material suppliers and furniture, fixture and equipment vendors. Landlord shall notify and consult with Tenant regarding any material breaches or defaults by any party to a Construction Contract relating to the Project. Landlord shall, with respect to such breach or default by such contracting party, follow the instructions or directions of Tenant so long as such instructions or directions are consistent with the contract terms and do not, in the reasonable professional judgment of Landlord, restrict, delay, impair or otherwise jeopardize attaining Substantial Completion of the Project by the date of Substantial Completion set forth in the Project Schedule, however, no later than the Outside Completion Date.

9.12 Landlord shall assure that the Design-Builder is responsible for the purchase, delivery and storage, protection and security of all materials, systems and equipment that are part of the Project until such items are incorporated into the Project.

9.13 Landlord shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

9.14 Based on Landlord's observations and evaluations of each Contractor's Application for Payment, Landlord shall review and certify the amounts due the respective

Contractors. Landlord shall prepare Project Applications for Payment based on the Contractors' Applications for Payment.

9.15 Landlord shall supervise the final testing and start-up of utilities, operational systems and equipment (including FF&E as applicable), in the presence of Tenant's maintenance personnel if so requested by Tenant.

9.16 When Landlord considers each Contractor's work or a designated portion thereof substantially complete, Landlord shall prepare for the Contractor a list of incomplete or unsatisfactory items (Punch List) and a schedule for their completion. Landlord shall participate in inspections to determine whether the work or designated portion thereof is substantially complete.

9.17 Landlord shall cause the Design-Builder to coordinate the correction and completion of the work, including all Punch List items, and shall evaluate the completion of the work of the Contractors and make final recommendations to the Design-Builder when the Project or any designated portion thereof has achieved Final Acceptance. Landlord shall maintain a database of all punch list items or otherwise unsatisfactory items observed and record the resolution of these items. Landlord shall participate in conducting final inspections of the work.

9.18 Landlord shall take such other and further action as may be necessary or desirable to cause the Project to be Substantially Completed on or before the date of Substantial Completion set forth in the Project Schedule, however, no later than the Outside Completion Date.

9.19 Landlord shall reject all work which does not conform to the requirements of the Contract Documents and cause corrective action to be taken.

9.20 Landlord or Design-Builder shall transmit to Architect requests for interpretations of the meaning and intent of Construction Drawings and Detailed Specifications and assist in the resolution of questions that arise.

9.21 Landlord or Architect shall expedite the processing and approval of shop drawings, product data, samples and other submittals.

9.22 Landlord shall cause the Design-Builder to submit written semi-annual progress reports, including without limitation, updated information relative to permit approvals and construction, and photographs of construction progress to Tenant, Project Manager, and Landlord, including information on the Design-Builder and the Design-Builder's work, as well as the entire Project, showing percentages of completion. Landlord shall maintain or cause the Design-Builder to maintain a daily log, containing a record of weather, each Contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered and such other information as Tenant may require.

9.23 Landlord shall maintain at the Project site or at Landlord's offices in Newport Beach, California, for Tenant, one record copy of all Contract Documents, all drawings,

specifications, addenda, change orders and other modifications, in good order and marked currently to record changes and selections made during construction together with approved shop drawings, product data, samples and similar required submittals. Landlord shall require the Design-Builder to maintain records, in duplicate, of principal building layout lines, elevations of the bottom of the footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. All such records shall be made available to Architect and Tenant upon request and, upon completion of the Project, duplicate originals shall be delivered to Tenant.

10. Delays. The estimated date for Substantial Completion and the Outside Completion Date set forth in the Final Project Schedule shall be extended to the extent of (i) Force Majeure Delays, provided, however, that extensions due to Force Majeure Delays shall not exceed ninety (90) days, unless the Force Majeure Delay results from a casualty or condemnation subject to Sections 13 and 14 of the Facilities Lease; and (ii) Tenant-Caused Delays. The existence of Force Majeure Delays of up to ninety (90) days (or longer if the Force Majeure Delay results from a casualty or condemnation subject to Sections 13 and 14 of the Facilities Lease or Tenant-Caused Delay) shall excuse Landlord for resulting delays and changes in the Project Schedule. In the event of any Force Majeure Delays, Landlord shall provide Tenant with periodic progress reports (no less frequently than monthly) including updated schedules and identifying actions being taken to address the resulting delays.

11. Remedies for Late Completion (Construction Failure). If Landlord fails to achieve Substantial Completion of the Project by the estimated date for Substantial Completion as set forth in the Project Schedule, or by the Outside Completion Date (as such dates may be extended by Force Majeure Delay or Tenant-Caused Delay), Tenant shall have the remedies set forth in Facilities Lease Section 5.2.

12. Construction Contracts. Landlord shall cause the Design-Build Contract and all other Construction Contracts to include recitations or provisions requiring the following:

12.1 Provisions requiring all Contractors and subcontractors employed on the Project to be responsible to pay the prevailing rate of wages as defined in California Labor Code Sections 1700 et seq. and available on the Department of Industrial Relations websites (but expressly excluding the Davis-Bacon Act and any rules and regulations promulgated thereunder if not legally required), to satisfy reporting requirements regarding the payment of such prevailing wages in accordance with Labor Code Section 1771.4 and related sections, and to indemnify Tenant, any tenant of the Project, and Landlord for claims arising out of failure to pay proper wages;

12.2 Provisions requiring all Contractors and subcontractors employed on the Project to be responsible for registering and maintaining its annual registration with the Department of Industrial Relations pursuant to Labor Code Section 1771.1 and 1725.5 for the duration of the Design-Build Contract and any other Construction Contracts;

12.3 Provisions for initiating, maintaining and providing supervision of safety precautions and programs in connection with the construction of the Project;

12.4 Provisions for indemnifying Tenant, tenants, and Landlord for claims arising out of the acts or omissions of such Contractor and its employees, agents and subcontractors; and

12.5 The Design-Build Contract shall contain customary performance and payment bonds, each in the amount of 100% of the Lump Sum Price, and each identifying both Landlord and Tenant as beneficiaries.

12.6 The Design-Build Contract shall require payment of agreed separate amounts of liquidated damages to each of Landlord and Tenant in the event of a Construction Failure. Tenant shall assist Landlord in identifying Tenant's reasonably anticipated damages resulting from a Construction Failure in negotiating final liquidated damages amounts. Tenant's rights to such liquidated damages will not be assigned to the Trustee under the Assignment of Design-Build Contract or otherwise.

12.7 Tenant shall have the right to review and approve these provisions before the Design-Build Contract and other Construction Contracts are executed.

13. Warranties. Landlord shall cause the Design-Builder to secure for the benefit of Landlord all warranties and guarantees of the work by Contractors, suppliers and manufacturers of components of the Project (other than FF&E, for which all warranties shall be for the benefit of the Tenant), and to cause Tenant to be a third-party beneficiary thereon. Landlord shall cause the Design-Builder to assign such FF&E warranties to Tenant (subject to Landlord's rights as a third-party beneficiary). During the Warranty Period, Landlord shall enforce any warranties or guarantees (other than FF&E warranties) upon Tenant's request. The Design-Build Contract shall provide a minimum of a one (1) year warranty for workmanship with respect to every facility constructed by Landlord, and longer warranties for the fixtures, services, or subcontracts specified in the Design-Build Contract.

14. Correction of Work. During the Warranty Period, Landlord shall cause the applicable Contractor to promptly correct or cause to be corrected work properly rejected by Tenant or known by Landlord to be defective or failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall cause to be corrected work found to be defective or non-conforming within the Warranty Period. Such costs (to the extent not borne by insurance or covered by any contractor warranty) shall be charged against, and paid for by, Landlord, except to the extent specifically chargeable to Tenant under other provisions of the Facilities Lease.

15. As Built. Within thirty (30) days following the completion of the Project and any other improvements, Landlord shall submit to Tenant: (1) a complete set of "As-Built" drawings together with CD copies, showing every detail of the Project, of such improvements and fixtures, including, but not limited to, electrical circuitry and plumbing; and (2) copies of lien waivers from all contractors, subcontractors, suppliers and materialmen involved in construction of the Project.

16. Project Off-Premises Improvements.

16.1 It is understood by the parties hereto that sewer, water, telephone, fiber, gas, electrical and other utilities are available nearby the Premises, but may not reach the Premises. Therefore, in order for the construction of Project to be fully usable and operational, Landlord, at its expense as part of the Project Budget, shall extend and/or connect or cause to be extended and/or connected in the name of the County of Riverside, to the Library Improvements, such utility service facilities that may be required or desired by Tenant in the use, operation and maintenance of Library Improvements. After such extensions and/or connections have been made, Landlord shall be responsible for payment for the use of such utility services on behalf of Tenant as part of Total Project Costs to the extent costs are incurred prior to the Rent Commencement Date under the Facilities Lease and (ii) borne by Landlord as described in the Facilities Lease to the extent such costs were incurred from and after the Rent Commencement Date.

16.2 The Off-Premises Improvements referred to in Section 16.1 shall be completed prior to or at the same as time the Library Improvements are completed as provided herein.

17. Changes to Work.

17.1 No Changes without Tenant Approval. Following approval of the Construction Documents by Tenant there shall be no changes in the work except in accordance with this Section 17. Changes in the work covered by the Design-Build Contract and approved by Tenant shall be processed in accordance with the Design-Build Contract.

17.2 Landlord Approved Changes in the Work. It is anticipated that there will be field orders and change orders which shall result in changes to the Final Drawings and Specifications as set forth in Exhibit H-3. Landlord shall use its reasonable efforts to apprise Tenant of proposed changes and its recommendations regarding them prior to any action being taken. It is anticipated that it may not always be possible to receive Tenant's prior approval to these changes in a timely manner. Therefore, field orders and change orders may be approved by Landlord, without prior Tenant approval, but only if the changes authorized by these field orders and change orders shall not have the effect of extending Outside Completion Date, materially altering the Project or substantially increasing the cost. As soon as practical, Landlord shall provide Tenant with all field orders and/or change orders approved by Landlord. For the purposes of this Section an alteration shall be deemed to be "material" if it would materially reduce the intended quality of the Project, result in a substantial increase to Landlord's operational costs over time, or result in an unequal substitution of any of the systems in the Project (including but not limited to HVAC, plumbing, electrical, roofing, fire and life safety, security systems, infrastructure components and FF&E). In the case of either a material alteration or a change that would result in failure to Substantially Complete the Project by the Outside Completion Date, prior written approval by the Tenant not to be unreasonably withheld of the proposed change must be received.

17.3 Change in the Work Initiated by Tenant. Tenant may initiate changes in the work after Tenant's approval of the Final Drawings and Specifications, provided any increase costs above the Project Budget shall be paid by Tenant.

18. Project Completion.

18.1 Substantial Completion.

18.1.1 Landlord shall exercise all due diligence and commercially reasonable, good faith and diligent efforts to achieve Substantial Completion prior to the Outside Completion Date.

18.1.2 Until Substantial Completion of the Project has occurred, Tenant shall not occupy the Project; provided, however, that limited use of the Project for storage, move-in or installation of personal property by the Tenant other than FF&E when such use is determined by Landlord and the Design-Builder not likely to result in any interference or delay in completing the Project and is approved by Landlord, such approval not to be unreasonably withheld, shall not be deemed to be occupancy.

18.1.3 Notice of Substantial Completion. Landlord shall give notice in writing to Tenant at least thirty (30) days prior to the date upon which Landlord anticipates that the Project shall be Substantially Complete. During the fifteen (15) business day period after the delivery of the estimated completion notice, Tenant, Landlord, Architect, and Design-Builder shall meet on one or more occasions, if necessary, and tour to inspect and review the Project to determine whether it is Substantially Complete. The parties shall prepare the Punch List to be completed prior to Final Acceptance. The completion of the Punch List shall not be required in order for the Project to be Substantially Complete.

18.1.4 Completion of Punch List Items. Following Substantial Completion, Landlord shall cause all Punch List items to be completed promptly in accordance with the Contract Documents. Landlord shall coordinate the performance of any such Punch List work to avoid any unreasonable hindrance to Tenant's installation of personal property and occupancy of the Project.

18.2 Final Acceptance. Landlord shall give notice in writing to Tenant at least thirty (30) days prior to the date upon which the Project shall be ready for Final Acceptance. On or before Final Acceptance of the Project, Landlord shall obtain and submit to Tenant, the following:

18.2.1 As-Built Plans. A complete set of final as-built plans and specifications prepared by the Design-Builder for the Project.

18.2.2 Manuals. All technical and service, instruction and procedure manuals relating to the operation and maintenance of all HVAC systems and other mechanical devices and equipment installed in the Project by Landlord or Design-Builder. Tenant may delay receipt

of the Manuals from Final Acceptance to the Termination of the Ground Lease in Tenant's discretion.

18.2.3 Permits and Licenses. The originals (if not posted at the Project) of all Permits, Construction Inspection Cards, Certificate of Occupancy, licenses and other approvals necessary for the occupation of the Project.

18.2.4 As-Built Survey. An as-built Survey of the Premises showing the location of all improvements constructed thereon.

19. Landlord Representations. Upon Substantial Completion of the Project, Landlord shall represent and warrant to Tenant in writing as follows:

19.1 The Project has been completed in substantial accordance with the Contract Documents (as revised by Project change orders set forth in Section 17.2) and to Landlord's knowledge is free from defects in workmanship and materials in connection with the construction thereof.

19.2 Landlord has no knowledge of any structural defects, latent defects or building systems defects within the Project.

19.3 The Project has been constructed in accordance with all Legal Requirements, all Permits and all insurance laws, regulations and requirements in effect at the time of construction of the Project.

19.4 The Project is served by water, storm and sanitary sewage facilities, telephone, electricity, fire protection and other required public utilities adequate to serve the Project at the time of Substantial Completion of the Project.

19.5 The Design-Builder, Architect, and all Contractors, suppliers, materialmen and consultants have been paid in full for work related to construction of the Project billed to date and there are no liens, encumbrances or other defects affecting title to the Premises which has been or will be filed against the Premises and/or the Project with respect thereto, or if any such lien has been filed, Landlord and/or the Design-Builder shall have arranged for a bond to remove such lien in accordance with Section 1.[40].4.

19.6 Except as disclosed to Tenant in writing or as otherwise approved by Tenant including pursuant to the easements granted to Landlord pursuant to the Ground Lease and the Facilities Lease, the Library Improvements do not encroach onto adjoining land or onto any easements and there are no encroachments of improvements from adjoining land onto the Premises. The location of the Project does not violate any applicable setback requirements.

19.7 Except as disclosed to Tenant in writing, there is no litigation pending, or to the best knowledge of Landlord, threatened, with respect to the Project for matters undertaken by Landlord under this Work Letter.

19.8 To the best of Landlord's knowledge and except as disclosed in writing, no Hazardous Substances have been incorporated into the structure of the Project except as may be required in construction of the Project and only to the extent permitted by applicable law.

19.9 To the best of Landlord's knowledge, all Permits necessary for the construction of the Project have been obtained and are in full force and effect. All Permits and licenses for use and occupancy of the Project beyond a certificate of occupancy or other final sign off allowing occupancy of the Project Improvements shall be the responsibility of Tenant.

Each of the foregoing warranties with respect to the Project shall expire and be of no further force or effect, unless Tenant shall have made a claim based upon an alleged breach of such warranties by Landlord on or before the expiration of the applicable Warranty Period. In the event Tenant alleges a breach of any of the foregoing representations or warranties, Tenant shall give Landlord written notice of any such allegation together with a detailed explanation of the alleged breach ("**Tenant's Claim**"). Landlord shall, within thirty (30) days of receipt of Tenant's Claim, proceed to commence to cure the circumstances specified in Tenant's Claim, or provide Tenant with written notice of Landlord's dispute of Tenant's Claim. If Landlord commences a cure or correction of the matter alleged in Tenant's Claim, Landlord shall proceed reasonably diligently and promptly to complete such cure or correction, and the Warranty Period for the particular matter shall be extended for the period necessary to complete cure or correction.

20. Protection of Persons and Property.

20.1 Landlord shall (or shall cause the Design-Builder to) be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the construction of the Project.

20.2 Landlord shall (or shall cause the Design-Builder to) take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) all persons working on the Project construction site and all other persons who may be affected thereby; (2) the Project and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

20.3 Landlord shall or shall cause the Design-Builder and all other Contractors to give notices and comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

21. Insurance during Construction. Insurance shall be provided by Landlord, Architect, Design-Builder and Contractors in accordance with the provisions of the Ground Lease, Facilities Lease, and/or Design-Build Contract.

22. Stop Work by Tenant. If Design-Builder fails to correct defective work as required, or persistently fails to carry out work in accordance with the Construction Documents, Tenant, by

written order, may order Landlord and Design-Builder to stop the work, or any portion thereof, until the cause for such order has been eliminated.

EXHIBIT H-1

Total Project Budget

Desert Hot Springs (15,000 Sq.ft.)	Menifee (20,000 Sq.ft.)	French Valley (25,000 Sq.ft.)	TOTAL
\$10,133,976	\$13,511,968	\$16,889,960	\$40,535,903

*The Total Project Budget shown above includes hard costs, soft costs, contingencies (including 5% design-build contingency), and fees related to the construction of the three Library Facilities. The total amount is subject to change due to, among other things, cost revisions and Project timing.

EXHIBIT H-2

FF&E Budget

Desert Hot Springs (15,000 Sq.ft.)	Menifee (20,000 Sq.ft.)	French Valley (25,000 Sq.ft.)	TOTAL
\$1,250,000	\$1,666,667	\$2,083,333	\$5,000,000

*The FF&E budget shown above includes all costs including design, procurement, installation, general contractor fees, construction management fees, developer fees, project delivery fees, out-of-pocket expenses, and the cost of the physical FF&E items for the three Library Facilities.

EXHIBIT I

PROPERTY MANAGEMENT AGREEMENT

[To be provided before signing]