

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



ITEM: 3.27  
(ID # 24362)

**MEETING DATE:**  
Tuesday, June 04, 2024

**FROM :** FACILITIES MANAGEMENT

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) and SHERIFF-CORONER-PA (RSO): Approval of Lease between the County of Riverside and CHWV RIV, LLC, a Washington limited liability company, Riverside, Ten-Year Lease, California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 1. [Total Cost: \$25,242,975 100% Sheriff General Fund 10000] (Clerk to file Notice of Exemption) 4/5th Vote.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

**ACTION:** 4/5 Vote Required, Policy, CIP

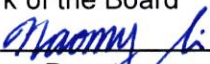
  
David Lelevier, Assistant Sheriff 5/7/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 4, 2024  
xc: FM-RE, Sheriff, Recorder/State Clearinghouse

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Approve the attached Lease between the County of Riverside and CHWW RIV, LLC, a Washington limited liability company, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction;
4. Authorize the Director of Facilities Management, or designee, to exercise the Options to Extend pursuant to Section 6 of the Lease;
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board;
6. Approve a preliminary tenant improvement project budget of \$10,941,500 for the project;
7. Authorize use of the Sheriff's FY23/24 General Fund Budget not to exceed \$10,941,500, for incurred project related expenses; and
8. Approve and direct the Auditor-Controller to make the budget adjustment on the attached Schedule A.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$12,184,108	\$25,242,975	\$0
<b>NET COUNTY COST</b>	\$0	\$12,184,108	\$25,242,975	\$0
<b>SOURCE OF FUNDS:</b> General Fund 100%			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b> 23/24 – 33/34	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On November 7, 2023, per Minute Order 3.31, the Board approved, in-principle, the search for a new leased administrative office facility (Administrative Facility) in the Downtown Riverside area to accommodate Riverside County Sheriff's Office (RSO). RSO's request to consolidate certain staff from the existing and aged Castellano Facility in Jurupa Valley would provide greater efficiency of operations for the department.

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

Facilities Management Real Estate Division (FM-RE) subsequently released a Request for Proposal (RFP) for the Downtown Riverside area and located a suitable office space to serve as the new Administrative Facility.

Negotiations were completed and the attached Lease is being presented and recommended for approval. Space planning was completed for full interior tenant improvements to be constructed by the Landlord and which cost will be reimbursed by the County upon substantial completion per the terms of the Lease.

The Lease is summarized as follows:

Location: 3650 14<sup>th</sup> Street, Riverside, CA 92501

Lessor: CHWW RIV, LLC, a Washington Limited Liability Company  
3213 W Wheeler St. #306  
Seattle, WA 98199-2121

Size: 36,637 square feet

Term: Ten (10) year initial term, commencing upon completion of tenant improvements.

Base Rent: \$ 2.35 per square foot (sf)  
\$ 86,097 per month  
\$ 1,033,163 per year

Annual Escalator: Monthly rent shall be increased by three and one-half percent (3.5%) on each anniversary of the lease, commencing on the first anniversary of the Lease.

Extension Option Four (4) options to extend for five (5) years each at Fair Market Value.

Tenant Improvements: **\$10,441,500** is the estimated cost of Tenant Improvements to be built by the Lessor and reimbursed by the RSO General Fund Budget.

RCIT Costs: \$500,000 to be paid by RSO.

Interior/Exterior Maintenance: Provided by Lessor.

Utilities: County pays for interior electrical and water, telephone, and sewer. Lessor pays for trash and exterior water and electrical service.

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

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines section 15301 Class 1 - Existing Facilities Exemption and section 15061(b)(3), "Common Sense" Exemption. The Lease involves tenant improvements of a currently constructed space.

The attached Lease has been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

RSO provides critical public safety services throughout the County of Riverside and this consolidation from an aged facility will provide greater efficiency of operations and a positive economic impact in the area of this new location. The impact on residents and businesses will be positive through services and short-term and long-term jobs.

**Additional Fiscal Information**

See attached Exhibits A, B, and C. Costs associated with this Board action will be 100% RSO Funds. RSO has budgeted these costs for FY 23/24 and will reimburse FM-RE for all associated rent costs related to the Lease.

**ATTACHMENTS:**


- Aerial
- Lease
- Financial Exhibits A, B, & C
- Notice of Exemption
- Schedule A

SC:sc/03272024/020SH/30.XXX

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel      5/30/2024



County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Riverside, CA 92501

<b>FILED / POSTED</b>		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202400606		
06/05/2024 09:04 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

**NOTICE OF EXEMPTION**

April 4, 2024

**Project Name:** Riverside County Sheriff's Office (RSO) Administrative Facility Lease Agreement with CHWV RIV, LLC. Riverside

**Project Number:** FM0412500020

**Project Location:** 3650 14<sup>th</sup> Street, Riverside, California, 92501; Assessor's Parcel Number (APN) 219-022-024

**Description of Project:** On November 7, 2023, per M.O. 3.31, the Board approved, In-Principle, the search for a new RSO Administrative Facility (Administrative Facility) to accommodate RSO's request to vacate the county-owned building located at 1500 Castellano Road in Jurupa Valley. Due to age, the county-owned building needs substantial renovation and is no longer efficient for the RSO to operate.

Facilities Management Real Estate Division (FM-RE) subsequently released a Request for Proposal for the Downtown Riverside area and located a suitable office space to serve as the new Administrative Facility.

Negotiations were completed and a Lease is being sought for approval. Space planning was completed for full interior tenant improvements which will be reimbursed to the Lessor upon substantial completion. Approval of the 10-year Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the use of existing office building. No expansion of the footprint or increase in capacity of use would occur as a result of the Lease Agreement. The operation of the facility will result in the use of an existing building and no additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

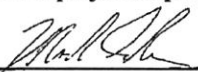
**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease Agreement and interior tenant improvements.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to a lease agreement for continued use of an existing office building with interior improvements to make the space functional for RSO. The project will not substantially increase or expand the use of the site and is limited to the continued use of the office building in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will continue to operate as an existing office use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 4-4-2024  
Mike Sullivan,  
County of Riverside, Facilities Management

## LEASE

---

(3650 14<sup>th</sup> Street, Riverside, CA 92501)

### Table of Contents

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

10.4	Emergency Repairs	13
10.5	Periodic Services	14
11.	Alterations and Additions	14
11.1	Improvements by Lessor	14
11.2	Improvements by County	17
11.3	Communications Equipment	18
12.	Hold Harmless	18
13.	Insurance	19
13.1	Lessor's Insurance	19
13.2	County's Insurance	22
14.	Damage and Destruction	23
14.1	Repair of Damage	23
14.2	Repair Period Notice	24
14.3	Lessor's Option to Terminate or Repair	24
14.4	County's Option to Terminate	24
14.5	Rent Abatement Due to Casualty	25
14.6	Damage Near End of Term	25
14.7	Effective Date of Termination; Rent Apportionment	25
14.8	Intentionally Deleted	25
14.9	Release on Termination	25
15.	Eminent Domain	26
15.1	Total Condemnation	26
15.2	Partial Condemnation	26
15.3	Award	26
15.4	Temporary Condemnation	26
16.	Estoppel Certificates	27
17.	Subordination, Non-Disturbance and Attornment	27
17.1	Subordination, Non-Disturbance and Attornment Agreement	27
17.2	Subordination	27
17.3	Attornment	27
18.	Breach by Lessor	27
18.1	Lessor's Default	28
18.2	County's Right to Cure Lessor's Default and Deduct Cost	28
18.3	Rent Setoff	28
19.	Breach by Lessee	28
19.1	Default Defined	28
19.2	Termination of Lease and Recovery of Damages by Lessor	29
19.3	Lessor's Right to Continue Lease in Effect	30
19.4	Lessor's Right to Relet	30
19.5	Lessor's Right to Cure Lessee Defaults	30

20.	Lessor's Representations and Warranties	30
	20.1 Title	30
	20.2 Certificate of Authority	30
	20.3 No Litigation	31
	20.4 Easements	31
21.	Miscellaneous	31
	21.1 Quiet Enjoyment	31
	2.2 Non Waiver	31
	21.3 Binding on Successors	31
	21.4 Severability	32
	21.5 Venue	32
	21.6 County's Representative	32
	21.7 Agent for Service of Process	32
	21.8 Entire Lease	32
	21.9 Interpretation	33
	21.10 Time of Essence	33
	21.11 Recording	33
	21.12 Consent	33
	21.13 Title	33
	21.14 Conveyance by Lessor	33
	21.15 Mechanic's Liens	33
	21.16 Surrender	34
	21.17 Notice	34
	21.18 Authority	35
	21.19 Approval of Supervisors	35
	21.20 Separate Writings and Exhibits	35
	21.21 Language for Use of Electronic (Digital) Signatures	35
	21.22 Attorney Fees and Costs	36

## EXHIBITS

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

Site Plan	Exhibit A
Leasehold Improvement Agreement	Exhibit B
Asbestos	Exhibit C
Confirmation of Lease Information	Exhibit D
Custodial Services Requirements for Leased Facilities	Exhibit E
General Construction Specifications for Leased Facilities	Exhibit F

Estoppel Certificate  
Subordination, Non-Disturbance & Attornment Agreement

Exhibit G  
Exhibit H



LEASE  
COUNTY OF RIVERSIDE

**1. Parties.**

**1.1** This Lease ("Lease") is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "County" or "Lessee", and CHWV RIV LLC, a Washington limited liability company having a California Secretary of State Entity Number 202011610054 and an EIN of 84-4160311, hereinafter referred to as "Lessor." County and Lessor are hereinafter collectively referred to as the "Parties" or individually as a "Party."

**2. Premises.**

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

**2.2 Defined.** The "Premises" shall consist of that certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as 3650 14<sup>th</sup> Street, located in the City of Riverside, County of Riverside, State of California, also identified as Assessor's Parcel Number 219-022-024 and generally described as a free standing building consisting of approximately 36,637 square feet with approximately two hundred (200) secured parking spaces, all as shown on the site plan attached hereto and incorporated herein as Exhibit "A." It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees.

**2.3 Preparation of Premises/Acceptance.** The rights and obligations of the Parties regarding the construction of the Premises before the commencement of the Lease Term are stated in the Leasehold Improvement Agreement, attached hereto and incorporated herein as Exhibit "B." If any terms of this Lease conflict with the Leasehold Improvement Agreement, the Leasehold Improvement Agreement shall prevail.

**2.4 Condition of Premises.** Lessor shall deliver the Premises to County on the Commencement Date (as defined in Section 4.1) in a fully clean and safe condition, free of known hazards and debris, entirely permitted for the permitted use under Section 3 of the Lease and inspected by local authorities for the use specified in Section 3. Lessor warrants for the term of this Lease, that all systems and equipment, including, but not limited to, electrical, plumbing, fire sprinkler, fire suppression system, fire/life/safety system, elevators, security systems, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, if any, that serve the Premises and all other such elements in the Premises (herein defined as the "Base Building Systems"), other than those installed or constructed by County, shall be in safe, hazard free, good operating condition, and, the roof, bearing walls and foundation of the Premises shall be free of material defect; provided, however, that notwithstanding the foregoing the Lessor shall not have any obligation to maintain or repair any Base Building Systems or any other portion of the Premises if any such maintenance or repair is necessitated due to the gross negligence or willful misconduct of the Lessee or any of Lessee's agents, contractors, employees, or invitees; provided, further, that Lessor shall not be deemed to be in breach of any representation or warranty in this Section 2.4 to the extent such breach is caused by the gross negligence or willful misconduct of the Lessee or any of Lessee's agents, contractors, employees, or invitees.

Lessee agrees that it takes the Premises on the Commencement Date (as defined in Section 4.1) in the condition the Premises are in on the Commencement Date. Lessee shall, at its own cost and expense, keep such Premises in good order and in a safe and clean condition (custodial excluded), reasonable wear and tear, and damage by casualty excepted.

**3. Use.**

**3.1** County shall use and occupy the Premises for the purpose of providing office space for use by the Riverside County Sheriff's Department, but the Premises may be used for any official business of County government or any other legal use which is reasonably comparable thereto. Nothing contained in this Lease shall be construed to require County to occupy the Premises continuously; provided, however, that the foregoing shall not affect Lessee's obligations to pay and perform all obligations

under the Lease; provided, further, that if the County fails to occupy the Premises continuously (more than one month 100% vacant), then County shall be required, at its sole cost and expense, to provide such security for the Premises as reasonably requested by the Lessor.

**4. Term.**

**4.1 Commencement.** This Lease shall be effective upon the date of its full execution by the Parties hereto. The term of this Lease shall be for a period of ten (10) years ("Original Term") commencing on the date ("Commencement Date") which is the earlier of (a) the date County staff occupies the Premises, or (b) the date on which the Lessor's Work (as defined in Exhibit "B" attached hereto) is substantially completed, which shall occur only after Lessor delivers to County a copy of the Certificate of Occupancy executed by the appropriate governing authority, if applicable, and provided that County, in its sole discretion, is satisfied that all leasehold improvements have been completed in accordance with Exhibit "B" and Exhibit "F," excepting minor punch list items. The Original Term shall expire at midnight on the last day of the one hundred and twentieth (120) month of the Original Term ("Expiration Date"). As used in this Lease, "Term" shall mean the Original Term and, if applicable, each Extended Term (as defined in Section 6.1).

**4.2 Confirmation of Lease Information.** At such time as the Commencement Date of this Lease has been determined, either Party may deliver to the other Party a notice in the form set forth in the attached Exhibit "D," which the receiving Party shall execute, after making any corrections necessary to conform the information to the provisions of this Lease and return to the forwarding Party within thirty (30) days after receipt. Either Party will use reasonable efforts to deliver the notice to the other Party within thirty (30) days after the Lease Commencement Date. Anything to the contrary notwithstanding, failure to forward or execute said notice shall not invalidate or nullify the provisions of this Lease.

**4.3 Delay in Delivery of Premises.** If the Original Term of this Lease has not commenced by twelve (12) months from County's execution of this Lease, unless further delayed due to Lessee delays, then: (1) the validity of this Lease shall not be affected or impaired thereby; (2) Lessor shall not be in default hereunder or be liable for

damages due to delays in delivery, provided that the delay is not caused by the Lessor's failure to diligently start and continue the work; and (3) Lessee shall accept possession of the Premises when Lessor tenders possession thereof to Lessee; provided, however, that Lessee shall have the right to terminate this Lease at any time within the sixty (60) days following the expiration of such [twelve (12) month] period, in which event Lessor shall immediately return to Lessee all monies paid by Lessee under this Lease, and thereafter neither party shall have any rights, duties or obligations under this Lease.

**4.4 Holding Over.** Any holding over by County after the expiration of said Term or any extension thereof shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease; provided, however, that the base rent due and owing under Section 5 of the Lease during any such holdover period shall be equal to 110% of the base rent in effect immediately prior to the expiration of the Term.

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

**5.1 Rent.** County shall pay the initial sum of \$86,097 per month to Lessor as base rent for the Premises. Each payment of base rent shall be due and owing, in advance, on the first day of the month (the "Monthly Due Date"), and must be paid on or before the date ten (10) days after the Monthly Due Date (the "Rent Payment Deadline Date"); provided, however, in the event rent for any period during the term hereof which is for less than one (1) full calendar month said rent shall be pro-rated based upon the actual number of days of said month. County acknowledges that the late payment by County to Lessor of any amount due under this Lease will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Accordingly, if any payment of monthly rent is not received by Lessor by the applicable Rent Payment Deadline Date, Lessee shall pay to Lessor a late charge equal to the greater of (1) Two Hundred Dollars (\$200.00), or (2) five percent (5%) of the overdue amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any late payment, and the payment of late charges is to compensate Lessor for Lessor's processing, administrative and other costs. The payment by Lessee and receipt by Lessor of late payment charges is not a release or waiver by Lessor of a default by Lessee. In addition, if and to the extent

that any payment due and owing from the County is not paid when due hereunder (each, a "Late Payment"), such Late Payment shall bear interest at the lesser of (a) 10% per annum, or (b) the maximum rate permitted by applicable law, from the date when due until the date when paid in full.

**5.2 Percentage Increase.** Notwithstanding the provisions of Section 5.1 herein, the monthly rent payable under Section 5.1 above shall be increased annually beginning on the first day of the thirteenth (13<sup>th</sup>) month of the Term, and each yearly anniversary thereafter (each, an "Adjustment Date"), by an amount equal to three and one-half percent (3.5%) of such monthly rental in effect immediately prior to the applicable Adjustment Date.

**5.3 Lessee Improvement Reimbursement.** Notwithstanding the provisions of Section 5.1 and 5.2 above, County shall reimburse Lessor upon completion and acceptance of the improvements by County as provided in Section 8 of Exhibit "B."

**6. Options to Extend Term.**

**6.1 Options to Extend Term.** So long as County is not in default under the terms of the Lease beyond any applicable grace, notice and/or cure period, Lessee shall have four (4) successive options (each, an "Extension Option") to extend the Term of the Lease with respect to the entirety of the Premises for a period of five (5) years each (each, an "Extended Term"), subject to the conditions described in Schedule 1 attached hereto and incorporated herein by this reference.

**7. Compliance.**

**7.1 Compliance.** Lessor warrants that the Premises and improvements on the Premises shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances ("Applicable Requirements") in effect on the Commencement Date of this Lease relating to the use to which County will put the Premises. If the Premises do not comply with said warranty, Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense. If the Applicable Requirements are hereinafter changed so as to require during the Term the construction of an addition to or an alteration of the Premises, or the reinforcement or other physical modification of



the Premises, then, subject to any Lessor obligations set forth in this Section 7.1, below, Lessee shall, promptly after receipt of written notice from any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessee's expense. Notwithstanding anything to the contrary set forth in this Lease, if the Applicable Requirements are hereinafter changed and, during the Original Term, such changed Applicable Requirements require the construction of an addition to or an alteration of the Premises, or the reinforcement or other physical modification of the Premises during the Original Term, then Lessor shall, promptly after receipt of written notice from any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense; provided, however, that if and to the extent that any of the foregoing is necessitated by a change in use by the Lessee, or new alterations to the Premises by Lessee, then Lessee shall be responsible for any such construction of an addition to or an alteration of the Premises, or the reinforcement or other physical modification of the Premises at Lessee's sole cost and expense. For the avoidance of doubt, if the Applicable Requirements are changed after the Original Term, and such changed Applicable Requirements require the construction of an addition to or an alteration of the Premises, or the reinforcement or other physical modification of the Premises, then Lessee shall, promptly after receipt of written notice from Lessor or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessee's expense.

**7.2 Americans with Disabilities.** Lessor warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24 (collectively, the "Act"), as of the Commencement Date of this Lease. If and to the extent there is any change in the Act following the Commencement Date, or any change in use that triggers additional compliance under the Act, then, subject to any Lessor obligations set forth in this Section 7.2, below, the Lessee shall be responsible, at Lessee's sole cost and expense, for such compliance. Notwithstanding anything to the contrary set forth in this Lease, if and to the extent there is any change in the Act during the Original Term that requires the construction of an addition to or an alteration of the



Premises, or the reinforcement or other physical modification of the Premises during the Original Term, then Lessor shall, promptly after receipt of written notice from any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense; provided, however, that if and to the extent that any of the foregoing is necessitated by a change in use by the Lessee, or new alterations to the Premises by Lessee, then Lessee shall be responsible for any such construction of an addition to or an alteration of the Premises, or the reinforcement or other physical modification of the Premises at Lessee's sole cost and expense. For the avoidance of doubt, if and to the extent there is a change to the Act after the Original Term, and such changed Act requires the construction of an addition to or an alteration of the Premises, or the reinforcement or other physical modification of the Premises, then Lessee shall, promptly after receipt of written notice from Lessor or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessee's expense.

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

**7.4 Hazardous Substance.** It is the intent of the Parties to construe the term "Hazardous Substances" in its broadest sense. Hazardous Substance shall be defined as any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises; (b) regulated or monitored by any governmental authority; or (c) a basis for potential liability of County to any governmental agency or third party under any applicable statute or common law theory.

Lessor acknowledges that County's use may from time to time require the presence of Hazardous Substances at the Premises. County agrees that all such Hazardous Substances located in, at, or on the Premises shall be used, stored, handled, treated, transported, and disposed of in strict compliance with all applicable Environmental Laws. "Environmental Laws" means all applicable laws, rules, regulations, ordinances, directives and other similar rules and laws pertaining to (a) protection of

health against environmental hazards; (b) the protection of the environment, including air, soils, wetlands, and surface and underground water, from contamination by any substance that may have any adverse health effect; (c) underground storage tank regulation or removal; (d) protection or regulation of natural resources; (e) protection of wetlands or wildlife; (f) management, regulation and disposal of solid and hazardous wastes; (g) radioactive materials; (h) biologically hazardous materials; (i) indoor air quality; (j) the manufacture, possession, presence, use, generation, storage, transportation, treatment, release, emission, discharge, disposal, abatement, cleanup, removal, remediation or handling of any Hazardous Substances. Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"); the Federal Water Pollution Control Act, as amended by the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; and the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., as well as all similar state and local Applicable Laws.

Lessor warrants and represents to County that, except as disclosed to Lessee in writing, Lessor has not used, discharged, dumped, spilled or stored any Hazardous Substances on or about the Premises, whether accidentally or intentionally, legally or illegally, and has received no notice of such occurrence and has no knowledge that any such condition exists at the Premises. If any claim is ever made against County relating to Hazardous Substances present at or around the Premises, whether or not such substances are present as of the date hereof, or any such Hazardous Substances are hereafter discovered at the Premises (unless introduced by County, its agents, representatives, contractors, invitees, licensees, or employees or as otherwise provided in this Section 7.4), all costs of removal incurred by, all liability imposed upon, or damages suffered by County because of the same shall be borne by Lessor, and Lessor hereby indemnifies and agrees to be responsible for and defend and hold County harmless from and against all such costs, losses, liabilities and damages, including, without limitation, all third-party claims (including sums paid in settlement thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions,

administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and costs incurred in enforcing this indemnity (collectively, "Losses"). Notwithstanding anything to the contrary set forth in this Section 7.4, Lessee agrees to indemnify, defend and hold harmless Lessor, and Lessor's trustees, members, managers, owners, principals, beneficiaries, partners, officers, directors, employees, mortgagees and agents (the "Lessor Related Parties") from Losses arising from or in any way related to the handling of Hazardous Materials by Lessee or any of Lessee's trustees, members, managers, owners, principals, beneficiaries, partners, officers, directors, employees, mortgagees, representatives, contractors, licensees, invitees, and agents (the "Lessee Related Parties") during the Term or violation of any of the provisions of this Lease pertaining to Hazardous Substances (collectively, "Environmental Losses"), including, without limitation, all third-party claims (including sums paid in settlement thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions, administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and costs incurred in enforcing this indemnity (collectively, "Losses"). The indemnification obligations described in this Paragraph 7.4 shall survive the termination or expiration of this Lease.

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

are caused by the act or omission of any Lessee Related Party, then any such cost to cause the Premises to be free of such hazard shall be borne by the Lessee.

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

## **8. Custodial Services.**

**8.1 Custodial Services.** Lessor shall provide, or cause to be provided, and pay for all custodial services in connection with the Premises and such services shall be provided as set forth in the attached Exhibit "E." The provider of such custodial services will perform background checks through LiveScan or in the manner specified by County, of qualified permanent and temporary employees to determine their suitability for employment. The provider will be bonded in the sum of Ten Thousand and 00/100 Dollars (\$10,000.00), and proof of such insurance, as supplied by the Lessor, shall be furnished prior to occupancy of Premises by County. In addition to bonding as required herein, Lessor shall also receive proof of statutory workers' compensation insurance, commercial general liability and vehicle liability insurance from the provider of any custodial functions performed at the Premises location.

**8.2 County's Right to Provide Custodial Service and Deduct Cost.** If County provides written notice to Lessor of an event or circumstance that requires the action of Lessor with respect to the custodial services as set forth in Section 8.1 and Exhibit "E," and Lessor fails to provide such action as required by the terms of this Lease within three (3) days of County's notice, County may take the required action to provide custodial services by its staff or those of a custodial contractor if: (1) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within two (2) business days after the written notice; and (2) Lessor fails to begin the required work within this two (2) business day period. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable.

Should Lessor fail to promptly pay the cost and expenses within forty-five (45) days after demand therefor (which demand shall include an invoice and such reasonable documentation as may be requested by the Lessor), County may deduct and offset that amount from Rent payable under this Lease. For purposes of this Section, notice given by fax or e-mail shall be deemed sufficient.

**9. Utilities.**

**9.1** Lessor warrants and represents to County that during the Term and any extension thereof that Lessor will provide sufficient standard utility services (e.g., electric power, natural gas, water, sewer, etc.) to the Premises.

**9.2** County shall pay separately for all telephone, electric, natural gas, water, sewer services, and all other utility services utilized within and at the Premises.

**10. Repairs and Maintenance.**

**10.1 Lessor's Repair and Maintenance Obligations.** Lessor shall, at Lessor's sole expense and in accordance with the terms of this Lease, repair, replace and maintain in attractive condition, good order and function throughout the Term in accordance with Exhibit "F," General Construction Specifications for Leased Facilities, (a) the structural portions of the Premises (understood to include the roof, foundation and load bearing walls); (b) the nonstructural portions of the Premises (understood to include the roof covering and membrane) including but not limited to all improvements, alterations, fixtures, but excluding furnishings; (c) all systems and equipment, including but not limited to, Base Premises Systems as heretofore described that serve the Premises; and (d) the exterior portions of the Premises, and real property including, but not limited to, landscaping, driveways, sidewalks, lighting and parking facilities servicing the Premises. It is the intent of this paragraph that Lessor performs any and all building repairs, replacements and maintenance. Lessor agrees to make all repairs to or alterations of the Premises that may become necessary by reason of industry standard for age, wear and tear, deferred maintenance or defects in any construction thereof by Lessor. Notwithstanding anything to the contrary set forth in this Lease, if and to the extent that any repair, replacement and/or maintenance is necessary due to the gross negligence or willful misconduct of any Lessee Related Party, the costs of such repair, replacement and/or maintenance shall be borne solely by the Lessee.



**10.2 Lessor's Default.** Repairs shall be made promptly when appropriate to keep the applicable portion of the Premises and other items in the condition described in this Section. Lessor understands certain response time is required to ensure County operations continue with minimal interruption to ensure the safety of employees and delivery of services. The acknowledgment of a needed repair (within this section) within four (4) hours of Notice during regular business hours and within eight (8) hours of notice outside of regular business hours, and commencement of repairs within one (1) business day from written notice delivered to Lessor include electrical power, HVAC operations and certain essential daily custodial services. Lessor shall not be in default of its repair and maintenance obligations under this Section 10, if Lessor commences the repairs and maintenance within one (1) business day of the aforementioned areas and thirty (30) days for all others after written notice by County to Lessor of the need for such repairs and maintenance. If, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete it, Lessor shall not be in default under this Section 10 if Lessor begins work within this thirty (30) day period and diligently pursues this work to completion.

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

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

**10.3.2** If such action was required under the terms of this Lease to be taken by Lessor, County shall be entitled to prompt reimbursement by Lessor of



County's reasonable costs and expenses in taking such action. Lessor's obligation to reimburse County shall survive expiration or earlier termination of this Lease.

**10.3.3** If, within forty-five (45) days after receipt of County's written demand for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed written objection to it, County may deduct from Rent payable by County under this Lease the amount set forth in the invoice.

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

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

**10.4.2** If County notifies Lessor of an Emergency Repair Situation which occurs in or about the Premises which is the responsibility of the Lessor to repair or maintain, then Lessor shall commence appropriate repairs or maintenance as soon as reasonably practicable after notice of the condition is given by County and received by Lessor, which notice may be via telephone, facsimile, personal contact or any other means, and Lessor shall thereafter diligently pursue to completion said repairs or maintenance. Notwithstanding the foregoing, the Lessee shall endeavor to make such appropriate repairs or maintenance as may be reasonably required to prevent immediate damage or waste; provided, however, that Lessee shall have no affirmative duty to make such repairs or maintenance, and the failure to make any such repairs or maintenance shall not be deemed to be a breach or default under this Lease.

**10.4.3** If Lessor fails to commence repairs within one (1) business day of the aforementioned notice, or if the County is unable to contact Lessor or any designated agent within a reasonable time based upon the seriousness of the event or situation, County may, but shall not be so obligated to, cause said repairs or replacements to be made or such maintenance to be performed. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable. Should Lessor fail to promptly pay the cost and expenses, County may deduct and offset that amount from Rent payable under this Lease.

**10.5 Periodic Services.** Lessor shall provide, or cause to be provided, and pay for all Periodic Services, including, interior painting of common areas every three years, if so requested by County; monthly pest control services, quarterly HVAC standard preventative maintenance and changing of air filters; annual fire extinguisher inspections; reset interior and exterior time clocks for time changes; annual roof inspections and maintenance to include roof repairs/replacement; cleaning of roof gutters, drains, and down spouts prior to rainy season. County shall retain the right to request of the Lessor copies of records or evidence of such Periodic Maintenance.

**10.6 Lessee Obligations.** Notwithstanding anything to the contrary set forth in this Lease, if and to the extent that any repair, replacement and/or maintenance under this Section 10 or anywhere else in the Lease is necessary due to the gross negligence or willful act or omission of any Lessee Related Party, the costs of such repair, replacement and/or maintenance shall be borne solely by the Lessee.

**11. Alterations and Additions.**

**11.1 Improvements by Lessor.**

**11.1.1** Lessor recognizes and understands that any Leasehold Improvements (as defined on Exhibit B) and any other County improvements to the building that are requested by the County and required to be completed by Lessor during the Term, shall be undertaken according to Exhibit "B," Leasehold Improvement Agreement, and Exhibit "F," General Construction Specifications for Leased Facilities. County acknowledges that certain County improvements that do not pertain to the building that are requested by the County and required to be completed by Lessor during the Term, may not be undertaken according to Exhibit "B," Leasehold Improvement Agreement, and Exhibit "F," General Construction Specifications for Leased Facilities, but will still be required to be reimbursed by County.

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

**11.1.2.2** The Lessor shall require that Contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing

wage rates at which Lessor will post at the job site. All prevailing wages shall be obtained by the Lessor/Contractor from:

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

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

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

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

**11.1.2.1** Intentionally Deleted.

**11.1.3** During the Original Term, Lessor shall comply and stay current with all applicable local, state and federal building codes and laws as from time to time amended, including, but not limited to, the Americans with Disabilities Act requirements in providing the County with any requested County improvements; provided, however, that if and to the extent that any of the foregoing is necessitated by a change in use by the Lessee, or new alterations to the Premises by Lessee, then Lessee shall be responsible for any such construction of an addition to or an alteration of the Premises, or the reinforcement or other physical modification of the Premises at Lessee's sole cost and expense. During any Extended Term, and during the Original Term to the extent caused by a change in use by the Lessee or new alterations to the Premises by the Lessee, Lessee, at Lessee's sole cost and expense, shall comply and stay current with all applicable local, state and federal building codes and laws as from time to time amended, including, but not limited to, the Americans with Disabilities Act requirements with respect to the Premises including, without limitation, such construction of an addition to or an alteration of the Premises, or the reinforcement or other physical modification of the Premises to comply with such changes.

**11.1.4** If any agency, division or department of any governmental entity with appropriate jurisdiction condemns the Premises or any part of the Premises as unsafe, then except as set forth in this Lease (including, without limitation, Section 7), the responsible party shall be the Lessor who at its sole cost and expense shall promptly effect all necessary alterations and repairs required for any such remedial action. If, at any time during the Original Term of this Lease, any agency, division or department of any governmental entity with appropriate jurisdiction notifies Lessor and/or Lessee that any part of the Premises as not in conformity with any of the laws or regulations controlling their construction, occupation or use, or orders or requires any alteration, repair or reconstruction of the Premises to comply with any applicable law (including compliance under the Act), then except as set forth in this Lease (including, without limitation, Section 7), the responsible party shall be the Lessor who at its sole cost and expense shall promptly effect all necessary alterations and repairs required for the Premises to remain in full compliance. If, at any time during any Extended Term of this Lease, and during the Original Term to the extent caused by a change in use by the Lessee or new alterations to the Premises by the Lessee, any agency, division or department of any governmental entity with appropriate jurisdiction notifies Lessor and/or Lessee that any part of the Premises as not in conformity with any of the laws or regulations controlling their construction, occupation or use, or orders or requires any alteration, repair or reconstruction of the Premises to comply with any applicable law (including compliance under the Act), then except as set forth in this Lease (including, without limitation, Section 7), the responsible party shall be the Lessee who at its sole cost and expense shall promptly effect all necessary alterations and repairs required for the Premises full compliance.

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

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

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

**11.1.8** Due to County fiscal year funding and accounting practices, any costs due to Lessor for reimbursement of Lessee improvements during the Term must be invoiced and received by the County prior to May 1st of each fiscal year in which services to County were provided to ensure payment. Notwithstanding, timing of Lessor's invoice does not relieve County's obligation to reimburse the Lessor.

**11.2 Improvements by County.**

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

**11.2.2** All alterations and improvements made, and fixtures (other than Lessee's trade fixture) installed, by County shall remain County property during the term of the Lease. Upon expiration or earlier termination of the Lease, if required by Lessor, County shall remove any such alterations, improvements and/or fixtures; provided, however, that such removal does not cause injury or damage to the Leased Premises beyond normal wear and tear; provided, further, that County shall promptly repair any and all damage caused by such removal.

**11.2.3** Lessee shall not permit mechanics' or other liens to be placed upon the Premises or Lessee's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Lessee or its transferees for which Lessee is responsible to pay for under the terms of this Lease. Lessee, within 10 days of notice from Lessor, shall fully discharge any such lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien law and, if Lessee fails to do so, Lessee shall be deemed in default under this Lease and, in addition to any other remedies available to Lessor as a result of such default by Lessee, Lessor, at its option, may bond, insure over or otherwise discharge the lien. Lessee shall reimburse Lessor for any amount paid by Lessor, including, without limitation, reasonable attorneys' fees. Lessor and Lessee acknowledge and agree that their relationship is and shall be



solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Lessee, any contractor or subcontractor of Lessee or any other Lessee Related Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Lessee to obtain payment for same.

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

**12. Hold Harmless.** Except as otherwise provided herein, County represents that it has inspected the Premises, accepts the condition and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Lessor, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the property unknown to the County, its officers, agents or employees.

Except to the extent caused by the gross negligence, willful misconduct or intentional act of Lessor or any Lessor Related Parties, Lessee shall indemnify, defend and hold Lessor and the Lessor Related Parties harmless against and from all Losses which may be imposed upon, incurred by or asserted against Lessor or any of the Lessor Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of law) of Lessee, the Lessee Related Parties or any of Lessee's transferees, contractors or licensees in, on or about the Premises. Lessor shall indemnify, defend and hold Lessee



and the Lessee Related Parties harmless against and from all Losses which may be imposed upon, incurred by or asserted against Lessee or any of the Lessee Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions caused by the gross negligence, willful misconduct or intentional act of Lessor or any Lessor Related Parties, or violations of law (excluding any violation with respect to the Premises for which Lessee is responsible hereunder) by Lessor, the Lessor Related Parties or any of Lessor's transferees, contractors or licensees in, on or about the Premises. The obligations set forth in this Section 12 shall survive termination of this Lease.

**13. Insurance.**

**13.1 Lessor's Insurance.** Without limiting or diminishing the Lessor's obligation to indemnify or hold the County harmless, Lessor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the Term.

**13.1.1 Workers' Compensation:** If Lessor has employees as defined by the State of California, they shall procure and maintain Workers' Compensation Insurance, in full compliance with the Workers' Compensation and Occupational Disease Laws of all authorities having jurisdiction over the Property. Such policy shall include Employers' Liability (Coverage B) and Occupational Disease coverage, with limits not less than One Million Dollars (\$1,000,000) per person, per occurrence.

**13.1.2 Commercial General Liability:** Procure and maintain comprehensive general liability insurance coverage that shall protect County from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage. Policy shall also include fire and extended coverage on the improvements, alterations and fixtures to be constructed and installed upon the Premises in an amount not less than the full replacement value of such improvements, alterations and fixtures. Such insurance shall name the County as an additional insured with respect to this Lease and the obligations of the Lessor hereunder. Such insurance shall provide for limits of not less than Two Million Dollars (\$2,000,000) per occurrence (which may be added through an umbrella policy). If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**13.1.3** Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement by Lessor, then Lessor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**13.1.4** General Insurance Provisions - All lines:

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

**13.1.4.2** The insurance requirements contained in this Lease may be met with a program(s) of self-insurance. Lessor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Lease. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Lessor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

**13.1.4.3** Lessor shall cause Lessor's insurance carrier(s) to furnish the County of Riverside with a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in

coverage of such insurance. If Lessor insurance carrier(s) policies does not meet the minimum notice requirement found herein, Lessor shall cause Lessor's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

**13.1.4.4 Intentionally Deleted.**

**13.1.4.5 Intentionally deleted.**

**13.1.4.6** COUNTY reserves the right to require that Lessor adjust the monetary limits of insurance coverage as required in this Paragraph 13 herein every fifth (5th) year during the term of this Lease or any extension thereof, subject to ninety (90) days written notice to County of such adjustment, in the event that COUNTY reasonably determines that the then existing monetary limits of insurance coverage are no longer consistent with those monetary limits of insurance coverage generally prevailing in the Riverside County area for facilities comparable to the Premises; provided, however, that any adjustment shall not increase the monetary limits of insurance coverage for the preceding five (5) years in excess of fifty percent (50%) thereof.

**13.1.4.7** Each of Lessor and County shall cause each of its contractors, subcontractors and sub-subcontractors performing any work on the Premises to maintain (a) workers' compensation insurance required by law; (b) employers' liability insurance with minimum limits of at least One Million Dollars (\$1,000,000.00); and (c) commercial general liability insurance with minimum coverage limits of at least Two Million Dollars (\$2,000,000.00) combined single limit per occurrence/aggregate. Neither Lessor nor the County shall permit any contractor or subcontractor to perform any work on the Premises until evidence of the following insurance has been furnished to Lessor: builders' risk insurance for the amount of the completed value of the alterations on an "all-risk" non-reporting form covering all alterations under construction, including building materials, and other insurance in amounts and against such risks as Lessor shall reasonably require in connection with the alterations.

**13.1.4.8** Lessor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**13.2 County's Insurance.** County is self-insured. Upon written notice request, County will provide Lessor an Evidence of Self Insurance Certificate. Notwithstanding the foregoing, County shall, during the Term, at its sole cost and expense, obtain and keep in force and effect the following insurance coverages:

13.2.1 Insurance. Lessee shall, during the Term, at its sole cost and expense, obtain and keep in force and effect the following insurance coverages:

(a) Property Insurance. "Special Form Causes of Loss" property insurance (commonly referred to as special perils coverage) in an amount equal to the full replacement cost of, County's personal property and all of County's alterations, stock in trade, trade fixtures, equipment and machinery and other personal property located on the Premises.

(b) Liability Insurance. Comprehensive general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The policy shall name Lessor, Lessor's lender and Lessor's property manager and their respective officers, directors, members, managers, employees and agents as additional named parties. Coverage must include an additional named party endorsement (or industry equivalent) in favor of, and naming, Lessor and its property manager and their respective officers, directors, members, employees and agents.

(c) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance covering all owned, hired, and non-owned automobiles of County in an amount not less than \$1,000,000.

(d) Workers' Compensation Insurance. Workers' compensation insurance in compliance with California law, and employer's liability insurance in an amount not less than \$1,000,000. Coverage must include a waiver of subrogation endorsement in favor of, and naming, Lessor and its property manager and their respective officers, directors, members, employees and agents.

(f) Policies and Carriers. A certificate(s) evidencing all required insurance on Accord Form 27 or its equivalent must be delivered to Lessor upon County's execution of this Lease. All insurance required hereunder shall be (1) with insurance carriers and pursuant to policies which are reasonably acceptable to Lessor or meets the requirements of an AM BEST rating of not less than A: VIII (A:8); (2) name County as named insured thereunder and, with respect to the Liability Insurance, and Automobile Insurance, shall name Lessor, its mortgagees and, at Lessor's request, such other persons or entities of which County has been informed in writing, as named parties thereunder, all as their respective interests may appear; (3) shall not have a deductible amount exceeding One Hundred Thousand Dollars (\$100,000.00), which deductible amount shall be deemed self-insured with full waiver of subrogation; (4) specifically provide that the insurance afforded by such policy for the benefit of Lessor and any other additional insureds (or equivalent) shall be primary, and any insurance carried by Lessor or any other additional insureds shall be excess and non-contributing; (5) contain an endorsement that the insurer waives its right to subrogation; and (6) require the insurer to notify Lessor (and any other named parties) in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation or other termination thereof.

**13.2.2** Prior to the Commencement Date, County shall cause County's insurance carrier(s) to furnish the Lessor with a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant that a minimum of thirty (30) days written notice shall be given to Lessor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If County insurance policies does not meet the minimum notice requirement found herein, County shall cause County's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

**14. Damage and Destruction.**

**14.1 Repair of Damage.** County agrees to notify Lessor in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the

Premises, whether covered by insurance or not, are damaged by a Casualty, or the Casualty results in the Premises not being provided with Base Building Systems or parking facilities, and if neither Lessor nor County has elected to terminate this Lease under this Section 14, Lessor shall promptly and diligently restore Premises, the County Improvements originally constructed by Lessor, Base Building Systems, and County's parking facilities to substantially the same condition as existed before the Casualty, subject to modifications required by building codes and other laws. If County requests that Lessor make any modifications to the County Improvements in connection with the rebuilding, Lessor may condition its consent to those modifications on: (a) confirmation by Lessor's contractor that the modifications shall not increase the time needed to complete the County Improvements; or (b) an agreement by County that the additional construction period shall not extend the rent abatement period.

**14.2 Repair Period Notice.** Lessor shall, within ninety (90) days after the date of the Casualty, provide written notice to County indicating the anticipated period for repairing the Casualty ("Repair Period Notice"). The Repair Period Notice shall be accompanied by a certified statement executed by the Contractor retained by Lessor to complete the repairs or, if Lessor has not retained a Contractor, a licensed Contractor not affiliated with Lessor, certifying the Contractor's opinion about the anticipated period for repairing the Casualty. The Repair Period Notice shall also state, if applicable, Lessor's election either to repair or to terminate the Lease under Section 14.3.

**14.3 Lessor's Option to Terminate or Repair.** Lessor may elect either to terminate this Lease or to effectuate repairs if: (a) the Repair Period Notice estimates that the period for repairing the Casualty exceeds ninety (90) days from the date of the Casualty; or (b) the estimated repair cost of the Premises, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost; or (c) the repairs costs are not covered by insurance and exceed \$250,000.

**14.4 County's Option to Terminate.** If (a) the Repair Period Notice provided by Lessor indicates that the anticipated period for repairing the Casualty exceeds one hundred-eighty (180) days, or (b) notwithstanding the above, in the event of a substantial or total casualty to the Premises or improvements, County may by written notice to Lessor within sixty (60) days after such damage or destruction of its intention to



terminate this Lease, elect to terminate this Lease by providing written notice (County's Termination Notice) to Lessor within forty-five (45) days after receiving the Repair Period Notice. If County does not elect to terminate within said sixty (60) day period, County shall be considered to have waived its option to terminate.

**14.5 Rent Abatement Due to Casualty.** Lessor and County agree that County's Rent shall be fully abated during the period beginning on the later of: (a) the date of the Casualty; or (b) the date on which County ceases to occupy the Premises and ending on the date of Substantial Completion of Lessor's restoration obligations as provided in this Section 14 ("Abatement Period"). If, however, County is able to occupy and does occupy a portion of the Premises, Rent shall be abated during the Abatement Period only for the portion of the Premises not occupied by County.

**14.6 Damage Near End of Term.** Despite any other provision of this Section 14, if the Premises are destroyed or damaged by a Casualty during the last eighteen (18) months of a Term, Lessor and County shall each have the option to terminate this Lease by giving written notice to the other of the exercise of that option within thirty (30) days after that damage or destruction, provided, however, County may negate Lessor's election to terminate under this Section 14.6 by electing, within ten (10) days after receipt of Lessor's termination notice, to exercise any unexercised option to extend this Lease. If County negates Lessor's election, this Lease shall continue in effect unless Lessor has the right to, and elects to, terminate this Lease under Section 14.3.

**14.7 Effective Date of Termination; Rent Apportionment.** If Lessor or County elects to terminate this Lease under this Section 14 in connection with a Casualty, this termination shall be effective sixty (60) days after delivery of notice of such election. County shall pay Rent, properly apportioned up to the date of the Casualty. After the effective date of the termination, Lessor and County shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

**14.8 Intentionally Deleted.**

**14.9 Release on Termination.** In the event of any termination of this Lease in accordance with Section 14, the Parties shall be released there from without

further obligation to the other Party, except as may otherwise be specifically set forth in this Lease and items that have accrued and are unpaid.

**15. Eminent Domain.**

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

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

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

**15.4 Temporary Condemnation.** In the event of a temporary condemnation, this Lease will remain in effect, County will continue to pay Rent, and County will receive any award made for the condemnation. If a temporary condemnation remains in effect at the expiration or earlier termination of this Lease, County will pay Lessor the reasonable cost of performing any obligations required of County with respect to the surrender of the Premises. If a temporary condemnation is for a period that extends

beyond the Term, this Lease will terminate as of the date of occupancy by the condemning authority and any award will be distributed in accordance with Section 15.3.

**16. Estoppel Certificates.**

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

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

**17.1 Subordination, Non-Disturbance, and Attornment Agreement.**

To carry out the purposes of Section 17.2 and Section 17.3, the Parties agree to execute a Subordination, Non-Disturbance and Attornment Agreement in the form set forth in the attached Exhibit "H" (the "SNDA").

**17.2 Subordination.** County agrees that within forty-five (45) business days after Lessor's written request, it shall execute the SNDA that Lessor reasonably considers necessary to evidence or confirm the subordination or inferiority of this Lease to the lien of any mortgage, deed of trust or other encumbrance of the Premises or any renewal, extension, modification, replacement thereof, provided however, that such SNDA shall not materially increase any of County's obligations or materially decrease any of County's rights under this Lease, nor shall the possession of County be disturbed, by reason of any foreclosure, sale or other action under any such trust deed, mortgage or other encumbrance.

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

**18. Breach by Lessor.**

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

**18.2 County's Right to Cure Lessor's Default and Deduct Cost.** Except as provided to the contrary in this Lease, if County provides notice to Lessor of Lessor's failure to perform any of its obligations under this Lease and Lessor fails to provide such action as required by the terms of this Lease within the period specified, County may take the required action if: (a) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within ten (10) days after the written notice; and (b) Lessor fails to begin the required action within this ten (10) day period.

**18.3 Rent Setoff.** If, within forty-five (45) days after receipt of County's written demand for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed written objection to it, County may deduct from Rent payable by County under this Lease the amount set forth in the invoice, plus interest at the 10% per annum from the date these costs are incurred until the date of County's Rent setoff.

**19. Breach by Lessee.**

**19.1. Default Defined.** Notwithstanding anything to the contrary herein, in the event of a breach by the Lessee, the Lessor must provide the Lessee with written notice specifying the nature of the breach. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

(a) Any failure by Lessee to pay the rent or to make any other payment required to be made by Lessee under this Lease when that failure continues for five (5) days from the date of written Notice of the failure is given by Lessor to Lessee.

(b) Removed.

(c) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, it is dismissed within ninety (90) days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within sixty (60) days; or the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, when that seizure is not discharged within sixty (60) days.

(d) Any failure by Lessee to observe or perform any other obligations of Lessee under this Lease when that failure continues for thirty (30) days from the date of written Notice of the failure is given by Lessor to Lessee; provided, however, that if such cure cannot be effectuated within such thirty (30) day period, then such thirty (30) day period shall be extended as reasonably necessary to effectuate a cure so long as Lessee promptly commences to cure such failure within the initial thirty (30) day period and thereafter diligently pursues such cure to completion.

**19.2 Termination of Lease and Recovery of Damages by Lessor.** In the event of any material default by Lessee under this Lease, in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the right to terminate this Lease and all rights of Lessee hereunder by providing Lessee written Notice of the termination. No act of Lessor shall be construed as terminating this Lease except written Notice given by Lessor to Lessee advising Lessee of the material default and that Lessor elects to terminate the Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Lessee the aggregate of all amounts Lessor is permitted to recover from Lessee under Section 1951.2 of the California Civil Code, including:

(a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Lease; and

(b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided; and

(c) The worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the rental loss, for the same period, that Lessee proves could be reasonably avoided, as computed pursuant to subdivision (b) of Section 1951.2 of the California Civil Code. The Lessor must make reasonable efforts to mitigate damages caused by the Lessee's breach, including re-renting the Premises to reduce losses.

**19.3 Lessor's Right to Continue Lease in Effect.** Lessor shall have the remedy described in California Civil Code Section 1951.4. Accordingly, if Lessor does not elect to terminate this Lease on account of any default by Lessee, Lessor may continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event Lessor shall be entitled to enforce all its rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due under this Lease.

**19.4 Lessor's Right to Relet.** In the event Lessee materially breaches this Lease, and Lessee fails to cure such breach within any applicable grace, notice, and/or cure period set forth in this Section 19, Lessor may enter on and relet the Premises or any part of the Premises to a third party or third parties for any term, at any rental, and on any other terms and conditions that Lessor in its sole discretion may deem advisable, and shall have the right to make alterations and repairs to the Premises.

**19.5 Lessor's Right to Cure Lessee Defaults.** If Lessee breaches or fails to perform any of the covenants or provisions of this Lease, Lessor may, but shall not be required to, cure Lessee's breach. Any sum expended by Lessor shall be reimbursed by Lessee to Lessor plus an amount equal to twenty percent (20%) of any sum expended, with the next rent payment due under this Lease.

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

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

**20.2 Certificate of Authority.** Lessor covenants that it is a duly constituted under the laws of the state of its organization, and that the person(s) who is acting as its signatory in this Lease is duly authorized and empowered to act for and on



behalf of the Lessor. Lessor shall furnish County prior to the execution hereof with evidence of the authority of the signatory to bind the entity or trust as contemplated herein.

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

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

**21. Miscellaneous.**

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

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

**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 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 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 County's Representative.** County hereby appoints the Director of Facilities Management as its authorized representative to administer this Lease.

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

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

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

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

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

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

**21.13 Title.** Lessor covenants that Lessor is well seized of and has good title to the Premises, and Lessor does warrant and will defend the title thereto, and will indemnify County against any damage and expense which County may suffer by reason of any lien, encumbrance, restriction or defect in title or description herein of the Premises, provided that County was not the cause of such action. If, at any time, Lessor's title or right to receive Rent and any other sums due hereunder is disputed, County may withhold such sums thereafter accruing until County is furnished satisfactory evidence as to the Party entitled thereto.

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

**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 a party, that party shall, at its own cost and expense, cause such lien or liens to be discharged within fifteen (15) days after notice thereof by filing or causing to be filed a bond or bonds for that purpose. In the event any notice preliminary to establishing such a lien (such as the

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

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

**21.17 Notice.** Except as expressly provided elsewhere in this Lease, all notices and other communication required under this Lease shall be in writing and delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United States mail; or (b) via an overnight courier that provides written evidence of delivery and addressed to the Party hereto to whom the same is directed at the addresses set forth in Section 21.17 herein. Either Party hereto may from time to time change its mailing address by written notice to the other Party.

**County's Notification Address:**

County of Riverside  
Facilities Management – Real Estate Division  
3450 14th St., Suite 200  
Riverside, California 92501  
Attention: Deputy Director of Real Estate  
[FM-Leasing@RivCo.org](mailto:FM-Leasing@RivCo.org)

**Lessor's Notification Address:**

c/o Morgan Partners, Inc.  
3213 W. Wheeler Street, #306  
Seattle, WA 98199  
Attn: Tom Morgan ([t3@entera.com](mailto:t3@entera.com))



With a copy to:

c/o The Larchmont Group  
3600 Lime Street, Suite 623  
Riverside, CA 92501  
Attn: Lisa Hood ([LHood@TheLarchmontGroup.com](mailto:LHood@TheLarchmontGroup.com))

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

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

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

**21.21 Language for Use of Electronic (Digital) Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to

time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**21.22 Attorney Fees and Costs.** If at any time after the date of this Lease, either Lessor or County institutes any action or proceeding (including an arbitration proceeding) against the other relating to the provisions of this Lease or any default under it, the party not prevailing in the action or proceeding will reimburse the prevailing party for its reasonable attorney fees and all fees, costs, and expenses incurred in connection with the action or proceeding, including any postjudgment fees, costs, or expenses incurred on any appeal or in collection of any judgment.

[SIGNATURE PAGE FOLLOW]




IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Lease on this day \_\_\_\_\_  
of \_\_\_\_\_, 2024.

LESSEE:  
COUNTY OF RIVERSIDE, a political  
Subdivision of the State of California

By: \_\_\_\_\_  
Chuck Washington, Chairman  
Board of Supervisors

LESSOR:  
CHWV RIV LLC, a Washington limited  
liability company

By:   
Thomas E. Morgan, III  
Manager

ATTEST:  
Kimberly A. Rector  
Clerk of the Board


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

APPROVED AS TO FORM:  
Minh C. Tran, County Counsel

By: \_\_\_\_\_  
Ryan Yabko  
Deputy County Counsel

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Lease on this day 04  
of June, 2024.

LESSEE:  
COUNTY OF RIVERSIDE, a political  
Subdivision of the State of California

By:   
Chuck Washington, Chairman  
Board of Supervisors


LESSOR:  
CHWV RIV LLC, a Washington limited  
liability company

By: \_\_\_\_\_  
Thomas E. Morgan, III  
Manager

ATTEST:  
Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran, County Counsel

By:   
Ryan Yabko  
Deputy County Counsel

## Schedule 1

### Fair Market Rent Provisions

So long as Lessee is not in default under the terms of the Lease beyond any applicable grace, notice and/or cure period, Lessee shall have four (4) successive options (each, an "Extension Option") to extend the Term of the Lease with respect to the entirety of the Premises for a period of five (5) years each (each, an "Extended Term"), subject to the following conditions:

(a) If Lessee elects to exercise an Extension Option, then Lessee shall provide Lessor with written notice (the "Renewal Notice") no earlier than the date which is three hundred sixty-five (365) days prior to the expiration of the Original Term of the Lease or the first Extended Term, as the case may be, but no later than the date which is two hundred forty (240) days prior to the expiration of the Original Term of the Lease or the first Extended Term, as the case may be. If Lessee fails to provide such notice, Lessee shall have no further or additional right to extend or renew the Term of the Lease and Lessor shall be entitled to lease the Premises after the then current expiration of the Term to any party on any terms.

(b) The base rent payable for each month during the subject Extended Term shall be the Fair Market Rent (as defined below), as of the commencement date of the subject Extended Term; provided, however, that in no event shall the monthly base rent for the Extended Term be less than the amount equal to 103.5% of the monthly base rent payable hereunder for the last full month of the immediately-preceding Term. After the expiration of the first twelve (12) months of the Extended Term, base rent shall increase at the rate of 3.5% per annum for the remainder of the Extended Term. Within thirty (30) days after receipt of the Renewal Notice, Lessor shall deliver to Lessee written notice of Lessor's Fair Market Rent proposal for the applicable Extended Term ("Lessor's Fair Market Rent Proposal") and shall advise Lessee of the required adjustment to base rent. Within ten (10) business days after receipt of Lessor's Fair Market Rent Proposal, Lessee shall notify Lessor in writing whether Lessee accepts or rejects Lessor's Fair Market Rent Proposal. If Lessee rejects Lessor's Fair Market Rent Proposal, then Lessee's written notice shall include Lessee's determination of the Fair Market Rent. If Lessee does not deliver Lessee's written determination of Fair Market Rent to Lessor within ten (10) business days after receipt of Lessor's Fair Market Rent Proposal, Lessee will be deemed to have accepted Lessor's Fair Market Rent Proposal. If Lessee and Lessor disagree on the Fair Market Rent as evidenced by Lessor's Fair Market Rent Proposal and Lessee's timely written response thereto, then Lessor and Lessee shall attempt in good faith to agree upon the Fair Market Rent. If by that date which is six (6) months prior to the commencement of the applicable Extended Term (the "Outside Date"), Lessor and Lessee have not agreed in writing as to the Fair Market Rent, the parties shall determine the Fair Market Rent in accordance with the procedure set forth in Paragraph (d) below.

(c) The term "Fair Market Rent" shall mean the rental rate for comparable space to new leases, executed within the six (6)-month period preceding the date of

receipt of the Renewal Notice, taking into consideration: (i) such amenities as existing improvements, location of the Premises and the like, situated in comparable office buildings in the City of Riverside in comparable physical and economic condition, (ii) the credit standing of Lessee, and (iii) the then prevailing ordinary rental market practices with respect to Lessee concessions; provided, however, that the determination of Fair Market Rent shall not take into account Lessee improvement allowances, free rent or other allowances or concessions typically offered to attract new Lessees to the Premises or comparable office buildings. Fair Market Rent shall include the periodic rental increases, if any, that would be included for space leased for the period the Premises will be covered by the Lease. As used herein, "then prevailing" shall mean the time period which is six (6) months prior to the commencement of the subject Extended Term and not the commencement date of the subject Extended Term.

(d) If Lessor and Lessee are unable to reach agreement on the Fair Market Rent by the Outside Date, then within seven (7) days thereafter, Lessor and Lessee shall each simultaneously submit to the other in a sealed envelope its good faith estimate of the Fair Market Rent for the subject Extended Term. If either Lessor or Lessee fails to propose a Fair Market Rent, then the Fair Market Rent for the subject Extended Term proposed by the other party shall prevail. If the higher of such estimates is not more than one hundred five percent (105%) of the lower, then the Fair Market Rent shall be the average of the two. Otherwise, the dispute shall be resolved by arbitration in accordance with the remainder of this Paragraph D. Within seven (7) days after the exchange of estimates, the parties shall select as an arbitrator either (i) a licensed real estate broker with at least ten (10) years of experience leasing premises in office buildings in the Riverside area or (ii) an independent MAI appraiser with at least five (5) years of experience in appraising office buildings in the Riverside area (a "Qualified Arbitrator"). If the parties cannot agree on a Qualified Arbitrator, then within a second period of seven (7) days, each shall select a Qualified Arbitrator and within ten (10) days thereafter the two appointed Qualified Arbitrators shall select a third Qualified Arbitrator and the third Qualified Arbitrator shall be the sole arbitrator. If the two Qualified Arbitrators are unable to agree upon the third Qualified Arbitrator within the referenced ten (10)-day period, the third Qualified Arbitrator shall be selected by the parties themselves, if they can agree thereon, within a further period of ten (10) days. If one party shall fail to select a Qualified Arbitrator within the second seven (7) day period, then the Qualified Arbitrator chosen by the other party shall be the sole arbitrator (the single Qualified Arbitrator initially selected by both parties or the third Qualified Arbitrator appointed by the two Qualified Arbitrators selected by the parties, as applicable, shall hereafter be referred to as the "Sole Arbitrator"). Within thirty (30) days after submission of the matter to the Sole Arbitrator, the Sole Arbitrator shall determine the Fair Market Rent by choosing whichever of the estimates submitted by Lessor and Lessee the Sole Arbitrator judges to be more accurate. The Sole Arbitrator shall notify Lessor and Lessee of his or her decision, which shall be final and binding. If the Sole Arbitrator believes that expert advice would materially assist him or her, the Sole Arbitrator may retain one or more qualified persons to provide expert advice. The parties shall reasonably cooperate with any request from the Sole Arbitrator for information regarding the parties' respective estimates of Fair Market Rent for the subject Extended Term. The fees of the Sole Arbitrator and the

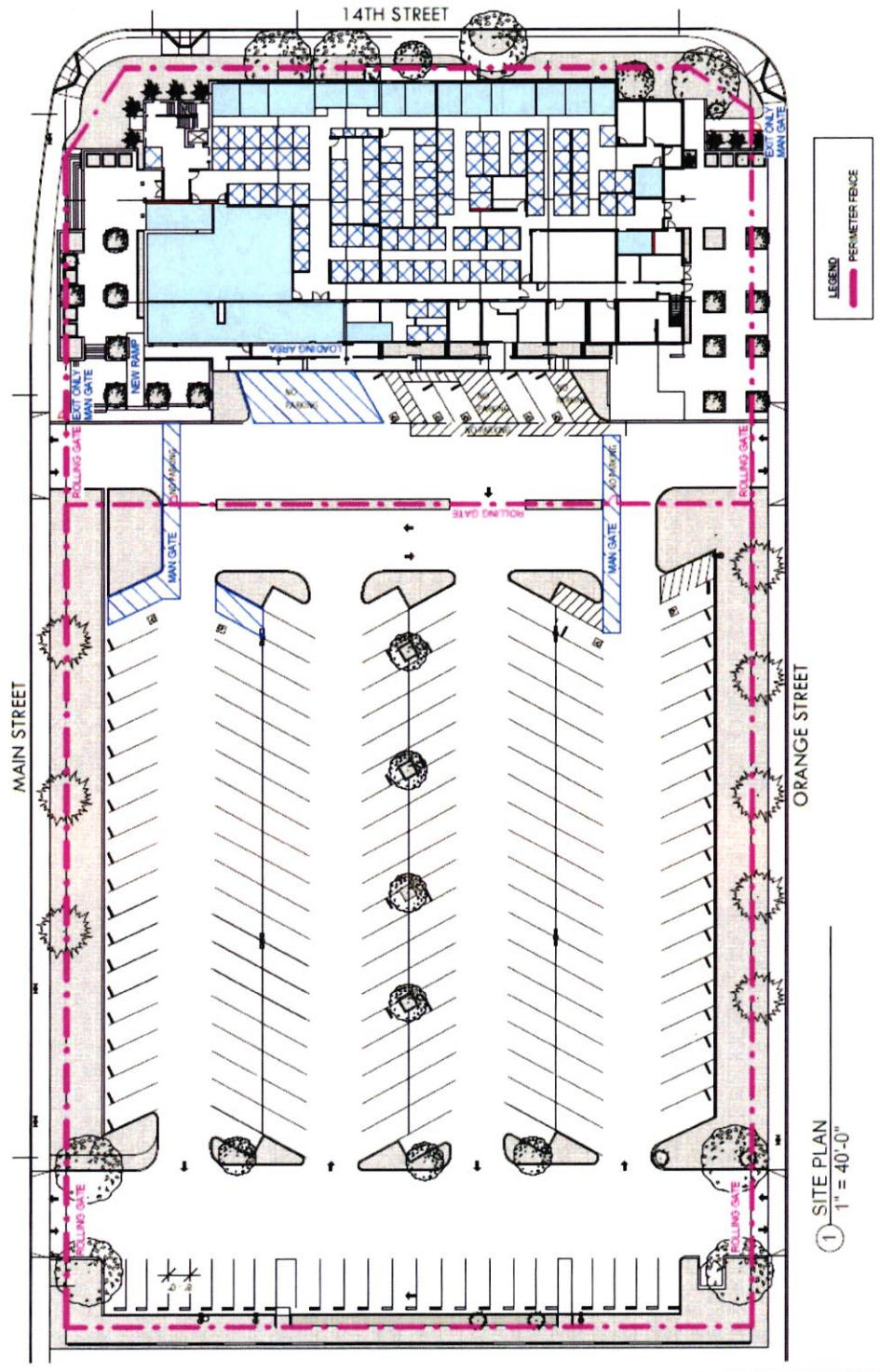
expenses of the arbitration proceeding, including the fees of any expert witnesses retained by the Sole Arbitrator, shall be shared equally by Lessor and Lessee. The fees of each party's respective Qualified Arbitrator shall be borne by that party. Further, each party shall pay the fees of its respective counsel and the fees of any witness called by that party.

(e) On or before the commencement date of the subject Extended Term, Lessor and Lessee shall execute an amendment to this Lease prepared by Lessee extending the Term on the same terms provided in this Lease, except that (i) base rent shall be adjusted to the Fair Market Rent (as set forth in Schedule 1); and (ii) Lessee shall have no further renewal option unless expressly granted by Lessor in writing or other remaining options are evidenced in the Lease; and Lessor shall lease to Lessee the Premises in their then-current condition, and Lessor shall not provide to Lessee any allowances (e.g., moving allowance, construction allowance, and the like) or other Lessee inducements unless agreed to in writing by the Parties.

(e) The Extension Options are not transferable; the parties hereto acknowledge and agree that they intend that the aforesaid options to extend the Lease shall be "personal" to the original Lessee and that in no event will any assignee or sub-lessee have any rights to exercise any Extension Option. Anything herein to the contrary notwithstanding, if Lessee is in default under the terms, covenants or conditions of the Lease, either at the time Lessee exercises the Extension Option or upon the commencement date of the subject Extended Term, Lessor shall have, in addition to all of the Lessor's other rights and remedies provided in the Lease, the right to terminate the Extension Option upon notice to Lessee.



Exhibit 'A'  
Site Plan





## EXHIBIT B

### LEASEHOLD IMPROVEMENT AGREEMENT

(3650 14<sup>th</sup> Street, Riverside, CA 92501)

This Leasehold Improvement Agreement shall set forth the terms and conditions relating to the construction of the County improvements in the Premises. This Leasehold Improvement Agreement is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues are anticipated to arise during the actual construction of the Premises. All references in this Leasehold Improvement Agreement to Paragraphs or Sections of the "Lease" shall mean the relevant portion of that certain Lease to which this Leasehold Improvement Agreement is attached as Exhibit "B" and of which this Leasehold Improvement Agreement forms a part, and all references in the Lease to Sections of "Leasehold Improvement Agreement" shall mean the relevant portion of this Leasehold Improvement Agreement, and all references in this Leasehold Improvement Agreement to Section of this Leasehold Improvement Agreement shall mean the relevant portion of this Leasehold Improvement Agreement. Capitalized terms used but not defined in this Leasehold Improvement Agreement shall have the meanings set forth in the Lease.

#### **SECTION 1 – LESSOR'S OWNERSHIP OF PREMISES**

1.1 Lessor owns that certain free standing building described in Section 2 of the Lease, hereinafter referred to as the "Base Building."

#### **SECTION 2 – CONSTRUCTION DRAWINGS FOR THE PREMISES**

2.1 Lessor shall, subject to the terms and conditions of this Leasehold Improvement Agreement, construct the improvements in the Premises set forth in the below-defined Final Space Plans and Approved Working Drawings (collectively, the "Leasehold Improvements") pursuant to those certain blueprints, floor and space plans, specification and finalize construction prices, collectively, the approved "Working drawing" prepared by Lessor's architect. "Lessor's Work" shall mean and refer to the design and construction of the Leasehold Improvements in accordance with the terms and conditions set forth in this Agreement. Lessor shall make no changes or modifications to the Approved Working Drawings without the prior written consent of County, which consent may be withheld if such change or modification would directly or indirectly delay the "Substantial Completion," as that term is defined in Section 6.1 of this Leasehold Improvement Agreement, of the Premises or increase the cost of designing or constructing the Leasehold Improvements. Any changes or modifications requested by Lessor and approved by the County shall be at Lessor's sole cost and expense.

#### **SECTION 3 – CONSTRUCTION DRAWINGS**

3.1 Section of Architect/Constructions Drawings. Lessor shall retain an architect or space planner (the "Architect") to prepare the Construction Drawings (as hereinafter defined). Lessor shall retain the engineering consultants (the "Engineers") to prepare all plans and engineering working drawings relating to the structural, mechanical,

## EXHIBIT B

electrical, plumbing, HVAC, life safety, and sprinkler work of the Leasehold Improvements. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the "Construction Drawings." All Construction Drawings shall comply with the drawing format and specifications as determined by Lessor, and shall be subject to the County's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Lessor and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the Base Building Plans, and Lessor and Architect shall be solely responsible for the same, and County shall have no responsibility in connection therewith. County's review of the Construction Drawings as set forth in this Section, shall be for its sole purpose and shall not imply County's review of the same, or obligate Lessor to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by County or its agent and consultants, and notwithstanding any advice or assistance which may be rendered to Lessor by County or County's agent or consultants. County shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings.

3.2 Final Space Plan. Prior to execution of the Lease by County, Lessor and the Architect shall prepare the final space plan for Leasehold Improvements in the Premises (collectively, the "Final Space Plan"), which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein, and shall deliver the Final Space Plan to the County for County's approval.

3.3. Final Working Drawings. Within six (6) weeks after execution of the Lease by County and delivery of a copy of the Lease to Lessor, Lessor, the Architect and the Engineers shall complete the architectural and engineering drawings for the Leasehold Improvements, and the final architectural working drawings in a form which is complete to allow subcontractors to perform the work and to obtain all applicable permits (collectively, the "Final Working Drawings") and shall submit the same to County for County's approval.

3.4 Permits. The Final Working Drawings shall be approved by County (the "Approved Working Drawings") prior to the commencement of the construction of the Leasehold Improvements. Lessor shall immediately submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to commence and fully complete the construction of the Leasehold improvements (the "Permits"). Lessor hereby agrees that neither County nor County's agents or consultants shall be responsible for obtaining of the same shall be Lessor's responsibility; provided however that County shall, in any event, cooperate with Lessor in executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of County, provided that County may withhold its consent, in its sole

## EXHIBIT B

discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the "Substantial Completion" of the Premises as that term is defined in Section 6.1 of this Leasehold Improvement Agreement.

3.5 County shall use its best, good faith, efforts and all due diligence to cooperate with the Architect, the Engineers, and Lessor to complete all phases of the Construction Drawings and the permitting process and to receive the permits, and approval of the "Construction Costs," as set forth in Section 7.1 below, as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by County, to discuss Lessor's progress in connection with the same. Upon County's execution of this Lease, Lessor shall provide County with a construction schedule including time projects for planning, entitlement process, related preparation and construction of the Leasehold Improvements.

### **SECTION 4 – LESSOR COVENANTS**

4.1 Lessor recognizes, understands and covenants that any and all improvements shall be undertaken according to Exhibit "F", General Construction Specifications for Leased Facilities, attached thereto and made a part of the Lease.

4.2 Lessor recognizes, understands and covenants that improvements contemplated herein may be subject to the provisions contained in the California Labor Code (commencing with Section 1720) relating to general prevailing wage rates and other pertinent provisions therein.

4.3 The Leasehold Improvements shall be constructed in accordance with all applicable building standards; which may change from time to time, including but not limited to, the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto in providing improvements contemplated herein.

### **SECTION 5 – CONSTRUCTION**

5.1 Lessor shall diligently pursue the planning, entitlement process, related preparation and construction of the Leasehold Improvements. Lessor shall provide County with periodic written progress reports, which reports shall contain, without limitation, updated information relative to permit approvals and construction.

5.2 Lessor shall notify County, in writing, forthwith when such planning, entitlement process, related preparation and construction of the Leasehold Improvements have been completed, a Certificate of Occupancy has been issued by the City of Riverside, or if no new Certificate of Occupancy is required, then upon acceptance of the improvements by the City of Riverside upon final inspection, all required permits have been obtained and electrical power has been turned on. Within ten (10) days thereafter, County shall schedule and conduct a "job walk" with Lessor for the purpose of accepting the Premises for occupancy. County shall accept the Premises if the improvements are Substantially Complete and the Premises are available for useful occupancy, hereinafter defined.

## EXHIBIT B

5.3 In addition, immediately after the Substantial Completion of the Premises, Lessor shall have prepared and delivered to the County (1) a complete set of "As-Built" drawings showing every detail, latent or otherwise, of such improvements, including but not limited to electrical circuitry and plumbing, and (2) the same complete set of "As-Built" drawings on a computer disk in a CADD format.

### **SECTION 6 – COMPLETION OF THE COUNTY IMPROVEMENTS; LEASE COMMENCEMENT DATE**

6.1 For purposes of this Lease, "Substantial Completion" of the Premises shall occur upon the completion of construction of the Leasehold Improvements in the Premises pursuant to the Approved Working Drawings, with the exception of any punch list items and any County fixtures, work-stations, built-in furniture, or equipment to be installed by County. Provided however, that such punch list items do not preclude the useful occupancy of the Premises. Useful occupancy herein defined as the Premises being safe, free of hazard, free of any risk to the safety of County employees and available for the use set forth in the Lease.

6.2 The Lease Commencement Date shall occur as set forth in Section 6.1, above.

### **SECTION 7 – CONSTRUCTION COSTS**

7.1 Prior to County's execution of this Lease, Lessor shall provide County an itemized cost breakdown of the construction costs of the Leasehold Improvements, attached hereto and made a part hereof as Addendum 1. The Cost of the Work (as hereinafter defined) shall be paid for by the County, subject to the Allowance and Supplemental Allowance, as each such term is defined in this Section 7.1. Lessor shall provide the County a construction allowance (the "Allowance") to be applied to the cost of designing and constructing the Leasehold Improvements in an amount not to exceed the lesser of (a) the actual Cost of the Work; and (b) an amount equal to [\$3,663,700]. Lessor shall provide the County a supplemental construction allowance (the "Supplemental Allowance") to be applied to the cost of designing and constructing the Leasehold Improvements in an amount not to exceed the lesser of (i) the actual Cost of the Work minus the Allowance, and (ii) an amount equal to [\$732,740]. As used herein, "Cost of the Work" means (A) all space planning, architectural and engineering fees and costs in connection with preparation of the Final Space Plans and Approved Working Drawings and "as-built" drawings, (B) all fees required by any laws for building permits or inspections, (C) all costs of labor and materials incurred in connection with the construction of the Lessor's Work, (D) the Construction Management Fee (which shall not exceed 2% of construction costs), and (E) other costs incurred by Lessor for services provided directly related to the construction of Lessor's Work, including. No portion of the Allowance or Supplemental Allowance may be used for the purchase or installation of any of Lessee's personal property (including any furniture, fixtures or equipment), or for any improvements that are not Leasehold Improvements. Any unused portion of the



## EXHIBIT B

Allowance and Supplemental Allowance shall revert to Lessor and shall not be available for use by Lessee or any other purpose. In the event that Lessee uses all or any portion of the Supplemental Allowance, the Lessee shall repay such amount of the Supplemental Allowance, together with interest thereon at eight percent (8%) per annum, in equal monthly installments during the initial term of the Lease.

7.2 Upon completion of the Leasehold Improvements and within fourteen (14) days of Substantial Completion and acceptance of the Premises by County, Lessor shall provide County with an itemized statement, similar to the cost breakdown form attached as Addendum 1, of the Cost of the Work incurred by Lessor, accompanied by vendor, contractor, subcontractor, material man invoices if requested by the County along with request for reimbursement of actual costs incurred.

### **SECTION 8 – REIMBURSEMENT FOR LEASEHOLD IMPROVEMENTS**

8.1 Lessor shall be reimbursed for the Cost of the Work as follows: (a) first, from the Allowance; (b) second, from the Supplemental Allowance; and (c) third, from the County. With respect to the portion of the Cost of the Work to be reimbursed by the County pursuant to clause (c) of this Section 8.1, the County shall reimburse the Lessor for all such reimbursable amounts within thirty (30) days after Lessor's delivery to the County of the following: (i) a copy of any draw request submitted by the general contractor to the Lessor; (ii) lien releases from the general contractor with respect to such draw request; and (iii) proof of payment of the amount set forth in such draw request (or such other amount agreed to between Lessor and the general contractor) (such amount under this clause (iii), the "Reimbursable Amount"). Upon County's receipt of the items set forth in clauses (i) through (iii), the County shall pay to Lessor the Reimbursable Amount within thirty (30) days. In no event shall Lessor be reimbursed an amount in excess of the Cost of the Work.

8.2 Notwithstanding anything to the contrary set forth herein, the Lessor shall, at Lessor's sole cost and expense, perform the improvements set forth on Schedule 1 attached hereto and incorporated herein (the "Landlord Improvements"). The Landlord Improvements shall be expressly excluded from the definition of Leasehold Improvements for all purposes under this Agreement.

### **SECTION 9 - MISCELLANEOUS**

9.1 County's Entry Prior to Substantial Completion. Provided that County and its agents do not interfere with Lessor's work in the Premises, Lessor shall allow County access to the Premises prior to the Substantial Completion of the Premises for the purpose of County installing over standard equipment or fixtures (including County's data and telephone equipment) in the Premises. Prior to County's entry into the Premises as permitted by the terms of this Section 9.1, County shall submit a schedule to Lessor, for approval, which schedule shall detail the timing and purpose of County's entry. County shall hold Lessor harmless from and indemnify, protect and defend Lessor against any

## EXHIBIT B

loss or damage to the Premises and against injury to any persons caused by County's actions pursuant to this Section 9.1.

9.2 County's Representative. County has designated its Director of Facilities Management as its sole representative with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Leasehold Improvement Agreement.

9.3 Lessor's Representative. Lessor has designated Lisa Hood as its sole representative with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Leasehold Improvement Agreement.

9.4 County's Agents. All subcontractors, laborers, material men, and suppliers retained directly by County shall conduct their activities in and around the Premises, in a harmonious relationship with all other subcontractors, laborers, material men and suppliers at the Premises.

9.5 Time of the Essence in this Leasehold Improvement Agreement. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where County is required to approve, if no written notice of approval is given within the stated time period, at the end of such period the items shall automatically be deemed not approved.

9.6 Lessor's Lease Default. Notwithstanding any provision to the contrary contained in this Lease, if an event of default by Lessor of this Leasehold Improvement Agreement, and said default has occurred at any time on or before the Substantial Completion of the Premises, then (i) in addition to all other rights and remedies granted to County pursuant to the Lease, County shall have the right to cause Lessor to cease the construction of the Leasehold Improvements and (ii) all other obligations of County under the terms of this Leasehold Improvement Agreement shall be forgiven until such time as such default is cured pursuant to the terms of the Lease or this Leasehold Improvement Agreement.

9.7 If the completion of Lessor's Work in the Premises is delayed (i) at the request of Lessee, (ii) by Lessee's failure to comply with the foregoing provisions, including failure to provide the any required information or give approvals within the time periods specified herein and failure to pay any sums payable by Lessee within the time periods specified herein, (iii) by changes, additions or deletions in the work requested or ordered by Lessee, (iv) because Lessee chooses to have additional work performed by Lessor, or (v) because of any other act or omission of Lessee (any of the foregoing being referred to herein as a "Lessee Delay"), then Lessee shall be responsible for all costs and any expenses occasioned by such delay including, without limitation, any costs and expenses attributable to increases in labor or materials, and base rent with respect to the Premises shall accrue and be chargeable to Lessee based on the date that the



## EXHIBIT B

Commencement Date would have occurred but for delays resulting from Lessee Delays, as determined solely by Lessor in good faith based on its sole business judgment.

9.8 In performing its obligations under this Leasehold Improvement Agreement, Lessor shall act with reasonable diligence and in a timely manner. Whenever the submittals from Lessee require an approval, consent, designation or determination of Lessor in accordance with the terms of this Leasehold Improvement Agreement (individually and collectively, a "Lessor Review"), Lessor shall provide the Lessor Review within five (5) business days after Lessor's receipt of a written request from Lessee for the same (except for the Lessor Review of the Final Space Plan and Final Working Drawings, as to which Lessor shall have ten (10) business days to review the same); provided, however, that Lessee's written request must be specific as to what Lessor is being asked to do and must be accompanied by sufficient information, in Lessor's reasonable determination, for Lessor to provide the Lessor Review. In the event that Lessor has not been provided with sufficient information, Lessor shall notify Lessee of such deficiency within said five (5) (or ten (10) as the case may be) business day period and shall have another five (5) business days to provide the Lessor Review after Lessor's receipt of the required information from Lessee. If the completion of Lessor's Work is delayed (i) at the request of Lessor, or (ii) by Lessor's failure to provide the Lessor Review or give approvals within the time periods specified herein (a "Lessor Delay"), then the period of Lessor Delays shall be netted from or otherwise subtracted from any period of Lessee Delays (to the extent applicable), and the Commencement Date shall be delayed as provided in the Lease but Lessor shall have no further liability to Lessee as a consequence thereof. Events of force majeure delay shall not be included as a delay that is a Lessee Delay or a Lessor Delay.

9.9 Lessor shall have the right to cease all Lessor's Work in the event the number of days attributable to Lessee Delays exceeds the aggregate of twenty (20) days, unless Lessee gives unconditional approval to Leasehold Improvements in a manner requested by Lessor to allow Lessor to proceed with the immediate construction of the Leasehold Improvements. The failure of Lessee to provide such unconditional approval within three (3) business days after written demand therefor from Lessor shall constitute a non-curable Event of Default under the Lease.

9.10 Notwithstanding anything to the contrary set forth in this Leasehold Improvement Agreement, Lessor, at Lessor's sole cost and expense, shall pay for an exterior landscape refresh as reasonably agreed between Lessor and Lessee, a parking lot refresh to consist of asphalt and striping, and exterior hardscape to comply with ADA standards.

## **EXHIBIT B**

### Schedule 1

#### Landlord Improvements

Asbestos Remediation for ground floor

Landscape refresh based on City of Riverside requirements

Resurface and restripe parking area per RSO parking plan

Replacement of window systems if (and only if) required by the City of Riverside and as a requirement of Title 24

Demolition of the internal components of the vault

Any exterior ADA work required by the City of Riverside which is not a result of Tenant's loading dock construction.

## EXHIBIT B

### Addendum 1

#### SUMMARY MATRIX

Element	Office Renovation 38,140 SF		Overall Totals		
	Total	Cost/SF	Total	Cost/SF	
01 General Requirements					
02 Existing Conditions	\$742,532	\$19.47	\$742,532	\$19.47	
03 Concrete					
04 Masonry					
05 Metals	\$40,047	\$1.05	\$40,047	\$1.05	
06 Wood, Plastics, And Composites					
07 Thermal And Moisture Protection	\$179,805	\$4.71	\$179,805	\$4.71	
08 Openings	\$207,137	\$5.43	\$207,137	\$5.43	
09 Finishes	\$1,750,937	\$45.91	\$1,750,937	\$45.91	
10 Specialties	\$154,952	\$4.06	\$154,952	\$4.06	
11 Equipment					
12 Furnishings	\$62,324	\$1.63	\$62,324	\$1.63	
13 Special Construction					
14 Conveying Systems					
21 Fire Suppression	\$185,360	\$4.86	\$185,360	\$4.86	
22 Plumbing	\$190,459	\$4.99	\$190,459	\$4.99	
23 HVAC	\$1,243,745	\$32.61	\$1,243,745	\$32.61	
25 Integrated Automation	\$250,198	\$6.56	\$250,198	\$6.56	
26 Electrical	\$2,330,610	\$61.11	\$2,330,610	\$61.11	
27 Communications	\$500,911	\$13.13	\$500,911	\$13.13	
28 Electrical Safety And Security	\$374,622	\$9.82	\$374,622	\$9.82	
31 Earthwork					
32 Exterior Improvements	\$782,176	\$20.51	\$782,176	\$20.51	
33 Utilities	\$10,000	\$0.26	\$10,000	\$0.26	
Subtotal Cost	\$9,005,816	\$236.13	\$9,005,816	\$236.13	
General Conditions / General Conditions	10.0%	\$900,582	\$23.61	\$900,582	\$23.61
Bonds & Insurance	2.3%	\$227,847	\$5.97	\$227,847	\$5.97
Contractor's Fee	4.5%	\$456,041	\$11.96	\$456,041	\$11.96
Design Contingency	12.0%	\$1,270,834	\$33.32	\$1,270,834	\$33.32
Escalation to MOC, 01/29/25	5.0%	\$591,617	\$15.51	\$591,617	\$15.51
<b>Total Estimated Construction Cost</b>		<b>\$12,452,737</b>	<b>\$326.50</b>	<b>\$12,452,737</b>	<b>\$326.50</b>

## EXHIBIT C

### ASBESTOS

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



## EXHIBIT C

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

## EXHIBIT C

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



**EXHIBIT D**

**CONFIRMATION OF LEASE INFORMATION**

1. LEASE REFERENCE DATE:
2. PREMISES: 3650 14<sup>TH</sup> Street, Riverside, CA 92501
3. COMMENCEMENT DATE: Construction of the leasehold improvements is substantially complete and the lease term shall commence as of \_\_\_\_\_, for a term of \_\_\_\_\_ ending on \_\_\_\_\_, unless extended as provided in the Lease.
4. RENT: In accordance with the Lease, Rent began to accrue on \_\_\_\_\_, in the initial amount of \_\_\_\_\_ per month. Rent is due and payable in advance on the first day of each month during the Lease Term.

AGREED and ACCEPTED

**LESSOR:**

**COUNTY:**

\_\_\_\_\_

\_\_\_\_\_

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

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

**COUNTY OF RIVERSIDE**  
**Facilities Management**  
**Real Estate Division**

**CUSTODIAL SERVICES REQUIREMENTS FOR LEASED FACILITIES**

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

**A. Daily:**

1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove fingerprints from walls, switches, etc.

2. Lobby Area – Main Corridors – Stairways:

Remove trash, vacuum carpet, vacuum/damp mop hard-surface floor, clean lobby and entrance doors, clean and sanitize drinking fountains.

3. Employee Break Rooms/Kitchen:

Remove trash from premises, vacuum rugs and carpet, wipe counter tops, mop hard-surface floor, remove fingerprints from doors, light switches, etc., and refill dispensers.

4. General and Private Areas:

Remove trash, vacuum carpets, mop hard-surface floors, spot clean interior partition glass, clean counter tops and backboards, conference tables, credenza/file cabinets and bookcases.

5. Building Security:

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

**B. Weekly – All Areas:**

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

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

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

**C. Monthly – All Areas:**

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

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

**D. Quarterly – All Areas:**

Spray buff resilient and hard surface floors and apply floor finish. Polish wood where applicable.

Damp clean diffuser outlets in ceiling/wall, and clean/dust blinds.

**E. Semi-Annually – All Areas:**

1. Clean interior/exterior windows
2. Clean carpeted surfaces – using a water extraction method.
3. Provide and install filters for water coolers with bottle filling capability and drinking fountains.

**F. Annually – All Areas:**

Clean, including strip and wax, all resilient and hard surface floors per manufacturer specifications. Clean all baseboards.

**EXHIBIT F**  
**COUNTY OF RIVERSIDE**  
**DEPARTMENT OF FACILITIES MANAGEMENT**  
**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 Department of Facilities Management with full justification. All specifications will be enforced unless specifically waived by the Department of Facilities Management 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.

## EXHIBIT F

### 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 Department of Facilities Management 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 Department of Facilities Management. 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 Department of Facilities Management.
4. Any changes or deviation from the approved plans and specifications will not be accepted without prior written approval from the Department of Facilities Management.

### 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 Department of Facilities Management 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 Department of Facilities Management.
2. Lessor shall verify the accuracy of all dimensions, and he shall be responsible for correcting and recording any discrepancies.

### F. PERMITTED DEVIATIONS FROM SPECIFICATIONS

1. Notwithstanding anything to the contrary set forth herein, the County expressly acknowledges and agrees that a portion of the construction to be performed by the Lessor will

## **EXHIBIT F**

involve certain components of the Premises in their current condition, which is done in an effort to control project costs, reduce waste and save time with the overall project. As such, County acknowledges and agrees, and expressly consents to, the use of certain components of the Premises in their current condition, and in such areas the specifications set forth in this Exhibit F shall not be required to be met or exceeded.



## EXHIBIT F

### (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

## EXHIBIT F

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 Department of Facilities Management.
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 Department of Facilities Management.

### 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 Department of Facilities Management. 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

## EXHIBIT F

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 (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 Department of Facilities Management.

## EXHIBIT F

### 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, kickplates 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 Department of Facilities Management.
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.

## EXHIBIT F

- 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. PAINTING

- 1. All exterior painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Department of Facilities Management.
- 2. Interior surfaces and trim shall be given two (2) coats minimum. One hundred percent (100%) coverage required. Prefinished acoustical ceiling shall not be painted. Finish coat shall be in accordance with colors as prescribed by County



## EXHIBIT F

and shall match color chips.

3. Paint colors must be approved by the Department of Facilities Management.
4. All interior painted surfaces shall receive two (2) coats of semi-gloss enamel.
5. Wall coverings other than painted surfaces (i.e., wood paneling, vinyl material, etc.) shall be permitted. Location and colors must be approved by the Department of Facilities Management.
6. Parking strips four inches (4") wide of highway traffic paint are to be provided.
7. Street number - Minimum six inches (6") high number - by Lessor.

### L. WINDOW TREATMENT

1. Minimum treatment - Vertical blinds or other as specified by the Department of Facilities Management.

### M. SIGNS

1. Identification sign to be installed on exterior of building. Sign will be specifically identified by the Department of Facilities Management. 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 Department of Facilities Management.
3. Lettering on entrance doors will be specifically identified by the Department of Facilities Management.

### 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 Department of Facilities Management.

### 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.

## EXHIBIT F

5. Provide hot water in rest rooms and break rooms.
6. Health Clinics-provide hot water in examination rooms, labs, rest rooms 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 cooler with bottle filling capability and drinking fountains throughout facility at locations to be specified by County. ELKAY EZH@) 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

## EXHIBIT F

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 Department of Facilities Management 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.

## EXHIBIT F

### 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 Department of Facilities Management.

### I. NOISE AND VIBRATION



## EXHIBIT F

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



## EXHIBIT F

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)

### 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: Telecommunication Rooms must be dedicated to the telecommunications function and related support facilities.** Equipment not related to the support of the Telecommunication Room, such as piping, duct work, and distribution of building power, must not be located in, or pass through the room. The Telecommunication 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 Telecommunication Room. Building alarms, fire monitoring equipment and building automation equipment shall not be installed in the Telecommunication 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 Telecommunication Room (s) to be completed a minimum of 45 days or as directed by RCIT Communication 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.

## EXHIBIT F

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

- a. **Location:** The Telecommunication 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 Telecommunication 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 Telecommunication Room shall conform to the following dimensions and shall not be narrower than 12 feet:

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

\* May require more than one room

\*\* Will require more than one room.

- c. **Plywood Wall Lining:** All walls will be lined with AC grade or better, void-free, 4'x8' sheets of 3/4" plywood. Plywood sheets shall be mounted vertically from ceiling height towards floor. Plywood must be painted on all sides with at least 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 Telecommunication 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



## EXHIBIT F

Telecommunications Room shall be controlled using a Variable Air Valve (VAV) with its own thermostat to prohibit heating the Telecommunications Room. The VAV will be installed in such a fashion to introduce conditioned air if the primary split A/C unit fails to cool the room. It will serve two purposes:

1. Provide ventilation air to the room, cooling only.
2. Serve as an additional backup.

If a building's HVAC system cannot ensure continuous operation (including weekends and holidays), provide a standalone HVAC unit with independent controls for the Telecommunication Room. If an emergency power source is available in the building, connect the HVAC system that serves the Telecommunication Room to the emergency power source. Sensors and controls must be located in the Telecommunication Room, ideally placed 5 feet AFF (thermostat location will be specified on the Telecommunication 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 Telecommunication Room space (specific heat load will be provided for each room).

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



## EXHIBIT F

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 Telecommunication 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 Telecommunication 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 the 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'x12' room – 2 racks, 12'x12' room – 3 racks, 12'x14' room – 4 racks). Install one (1) dedicated 30 Amp, 208 VAC circuit with isolated ground for every two equipment rack. The breaker number shall be identified on each of these outlets. Terminate each circuit on double duplex outlets in a surface mounted 4S box in the vertical cable manager 23" above the floor. Equipment Rack locations, circuit locations and quantity will be specified in the room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- e. **Paging – A/V:** **If required, install** one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on a double duplex outlet in a 4S box. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- f. **Security:** Install one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on double duplex outlets in a 4S box. The location of

## EXHIBIT F

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 Telecommunication 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 #6 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 1-inch 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 the 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.



## EXHIBIT F

- (2) **Non-Accessible Ceilings:** When the ceiling is not accessible, provide a rigid 1 1/4-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 system furniture. The conduit shall be stubbed into the ceiling are 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 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 al conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified by 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 Com 75 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 services with pull string installed.



## EXHIBIT F

No more than two 90's will be allowed. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.

6. **Hard Wall Power and Data Floor Boxes:** Floor Box locations required power/voice/data will require Wiremold P/N RFB4-C1-1 Floor Box with (1) EMT 1.25 in. conduit for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S38BBTCAL. Ream all conduits ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for locations, 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 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 Room 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



## EXHIBIT F

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 conduits 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.

- d. **Telecommunications Rooms in Multiple Buildings on Same or Adjacent Properties:** The number of conduits will be determined by the **size and scope of each project**. The items listed below are **BASIC** requirements only as the scope of the project increases, some or all of the items listed below may undergo major changes:

- (1) Conduits shall be rigid and shall be four (4) trade size 4. A minimum of two (2) conduits will be installed from the primary Telecommunications Room and each building as defined by the RCIT Communications Bureau Telecommunications Engineer. Conduits shall be installed in the most direct route possible.
- (2) Conduits shall be buried a minimum of 36 inches below finish grade.
- (3) Conduits shall be encased in 2,000 PSI concrete where vehicle traffic occurs and encased in slurry everywhere else for the entire length.
- (4) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
- (5) No more than the equivalent of two (2) 90-degree bends shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
- (6) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All sweeps shall have a minimum bending-radius of 10 times the diameter of the conduit.
- (7) All four inch conduits should have a minimum ¼-inch nylon pull rope. All four inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau

## EXHIBIT F

### Telecommunications Engineer.

8. **Firewalls:** If any firewalls are present, conduit/sleeve access through the wall must be provided by the contractor. The ends of any conduit/sleeve penetrating a firewall will be sealed with the appropriate fire stop. Identification of the areas that must be sealed shall be identified by the contractor at the time of wiring. Size and location of the sleeves will be determined by the RCIT Communications Bureau Telecommunications Engineer. Sleeves should penetrate the wall a minimum of 3 inches. Ream each end of conduit and fit with insulated bushing.
9. **Primary Service Conduit Requirements (New Construction):**
  - a. The number of all primary service conduits will be determined by the **size and scope of each project. The items listed below are BASIC** requirements only and as the scope of the job increases, some or all of the items listed below may undergo major changes:
    - (1) Entrance conduits shall be rigid and shall be four (4) trade size 4. **A minimum** of two (2) conduits will be installed into the Telecommunications Room. Conduits shall be installed in the most direct route possible.
    - (2) Conduits shall be buried a minimum of 36 inches below finish grade.
    - (3) Conduits shall be encased in slurry for sections identified by RCIT Communications Bureau Telecommunications Engineer as no traffic or low risk.
    - (4) Conduits shall be encased in 2,000 PSI concrete for sections not identified in section 5a3.
    - (5) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
    - (6) No more than the equivalent of two (2) 90-degree sweeps shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
    - (7) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All bends shall have a minimum-bending radius of 10 times the diameter of the conduit.
    - (8) All four-inch conduits should have a minimum ¼-inch nylon pull rope. All four-inch conduits over 400 feet should have a minimum 3/8-inch



## EXHIBIT F

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 regarding possible installation and 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 manufacture specification and submit design to the RCIT Communications Bureau Telecommunications Engineer for approval.

## RCIT System's Furniture Telecommunications Standards

### 1. Work Area Outlets

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

### 2. Cabling Pathways

- 2.1 Furniture pathways shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.
  - 2.1.1. Remaining pathway capacity will be utilized to accommodate future



## EXHIBIT F

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

## **EXHIBIT F**

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 G

### ESTOPPEL CERTIFICATE

1. The County of Riverside, as Tenant, or County, and CHWV RIV LLC, as Lessor (the "**Lessor**"), entered into a written Lease dated \_\_\_\_\_, 2024 in which Lessor leased to County and County leased from Lessor that certain Premises consisting of approximately 36,637 square feet of office space located at 3650 14<sup>th</sup> Street, Riverside, California. The lease, as amended is referred to in this Certificate as the Lease.
2. The Lease has not been amended, modified, nor supplemented.
3. The next payment of Rent is due on the first of each month after the planning and construction of the project is completed pursuant to Exhibit "B," sections 5.2 and 6.1, and County receives Certificate of Occupancy. The rent is \$XXX. County has not paid Lessor a security deposit.
4. Under the Lease, the effective date was XXX, and the expiration date of the Lease is ten (10) years after the Commencement Date (as defined in the Lease).
5. The Lease provides for four option(s) to extend the term of the Lease. The extension Options(s) shall be exercised by County delivering to Lessor written notice thereof no later than xxx (xx) days prior to the expiration of the Original Term or any extension thereof. The rent payable by County during any extended term shall be XXX% greater than the original term rent or option period.
6. The County has the right of first refusal to renew the Lease, after the original term and any options to extend have expired, on the same terms and conditions received by Lessor as a bona fide offer from a third party to Lease the Premises.
7. There are no oral or written amendments, modifications, or supplements to the Lease except as previously stated in this Certificate. A true, correct, and complete copy of the Lease, including all amendments, is attached to this Certificate. The Lease is in full force and effect and represents the entire agreement between Lessor and the County pertaining to the Premises.
8. To the best of the County's knowledge, Lessor and County are not in default in the performance of any of the terms and provisions of the Lease, and no event or condition has occurred that, with the giving of notice or passage of time, or both, would constitute such default by Lessor or County.
9. To the best of the County's knowledge, the Lessor has not assigned, transferred, or hypothecated the real property or any interest in the real property.
10. The County has not assigned, transferred, or hypothecated the Lease or any interest in the Lease or subleased all or part of the Premises.
11. To the best knowledge of the County, there are no mortgagees, beneficiaries under deeds of trust, or other holders of a security interest in the Real Property.





RECORDED AT REQUEST OF AND WHEN  
RECORDED RETURN TO:

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

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

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

This Subordination, Non-disturbance, and Attornment Agreement ("Agreement") is made as of \_\_\_\_\_ between \_\_\_\_\_ (Lender), a \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and the County of Riverside (County), by its authorized representative the Director of Facilities Management having its address for notification at 3450 14<sup>th</sup> St, Suite 200, Riverside, CA 92501.

**Recitals:**

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

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

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Leases, Rents and Profits dated \_\_\_\_\_, \_\_\_\_\_, and recorded on \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in the Official Records of the County Recorder of \_\_\_\_\_, California

concerning all rents, issues and profits from the Mortgage Premises. This document, together with all amendments, renewals, modifications consolidations, replacements, substitutions and extensions, is hereafter referred to as the "Assignment of Rents."

To confirm their understanding concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and County, intending to be legally bound, agree and covenant as follows:

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

2. **County Subordination.**

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

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

3. **Non-disturbance.**

3.1. Lender consents to the Lease.

3.2. Despite County's subordination under Section 2, County's peaceful and quiet possession of the Premises shall not be disturbed and County's rights and privileges under the Lease, including its right to early termination, its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and the extensions thereof, shall not be diminished by the Lender's exercise of its rights or remedies under the Loan Documents, provided that County has not canceled or terminated the Lease, nor surrendered or abandoned the Premises.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease, nor surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to and possession of, the Premises, Lender and

County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

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

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

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

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

#### 4. **Attornment.**

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

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

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

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



5. **Lender as Lessor.** If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Lender's succession to the Lessor's interest under the Lease, have the same remedies against Lender for breach of the Lease that county would have had under the Lease against Lessor; provide, however, that despite anything to the contrary in this Agreement of the Lease, Lender, as successor to the Lessor's interest, shall be:

(a) liable for any act or omission of the Lessor; provided that the Lender may elect either to perform the pre-existing obligation or to permit the County to perform it and to recover the cost out of Rent;

(b) subject to any offsets or defenses expressly permitted under the Lease, including abatement right which County might have had against Lessor;

(c) bound by any rent or additional rent that County might have paid for more than one month in advance to Lessor; or

(d) bound by an amendment or modification of the Lease even though made without Lender's written consent and whether or not the amendment or modification materially adversely affect any right of Lessor under the Lease.

(e) subject to the County's right to assert continuing claims, such as material interference with the County's use and enjoyment of the premises, against the Lender.

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

(a) Lender shall notify County of Lender's intent to effect it remedy;

(b) Lender initiates immediate steps to foreclose on or to recover possession of the Mortgage Premises;

(c) Lender initiates immediate legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises within the thirty (30) day period; and

(d) Lender prosecutes such proceedings and remedies with due diligence and continuity completion.



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

(a) No Further rent is due and payable under the Lease;

(b) Lender gives County notice that the Lessor's default under the Loan Documents has been cured and instructs County that the rents shall thereafter be payable to the Lessor;

(c) The lien of the Mortgage has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives County notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Lessor's interest under the Lease, after which time the rents and other benefits due Lessor under the Lease shall be payable to the purchaser as the owner of the Mortgage Premises.

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

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

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

10. **Cancellation of Lease.** County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease.

11. **Special Covenants.** Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Mortgage Premises, County agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the

Mortgage Premises to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.

12. **Transferees Liability (Non Resource).** If a Transferee acquires title to the Mortgage Premises:

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

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

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

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

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

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

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

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

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

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

The addresses are:

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

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

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

County: Facilities Management  
3450 14<sup>th</sup> St, Suite 200  
Riverside, CA 92501  
Attention: Deputy Director of Real Estate

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

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

**15. Miscellaneous Provisions.**

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

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

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

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

15.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights

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

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

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

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

Executed on the date first above written.

**COUNTY OF RIVERSIDE:**

**LENDER:**

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

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

**ATTEST:**

Kimberly A. Rector  
Clerk of the Board

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



**APPROVED AS TO FORM:**  
Minh C. Tran, County Counsel

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

Deputy County Counsel

Accepted and Agreed To:

**Lessor:**

\_\_\_\_\_

a \_\_\_\_\_

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

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

[Exhibit A: Legal description of Mortgage Premises]



# Riverside County Sheriff's Department

3650 14th Street, Riverside, CA



### Legend

- County Boundary
- City Boundaries
- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

### Notes

District 1  
Assessor's Parcel Number 219-022-024  
Building outlined in blue



REPORT PRINTED ON... 3/25/2024 9:06:36 AM

© Riverside County GIS



# Exhibit A

FY 2024/25

County of Riverside

3650 14th Street, Riverside, CA 92501

## **ESTIMATED AMOUNTS**

### **Total Square Footage to be Leased:**

Current Office:	36,637	SQFT	
Approximate Cost per SQFT (Jul - Jun)	\$	2.35	
Lease Cost per Month (Jul - Jun)		\$	86,097.00
Total Lease Cost (Jul - Jun)			\$ 1,033,164.00
<b>Total Estimated Lease Cost for FY 2024/25</b>			<b>\$ 1,033,164.00</b>

### **Estimated Additional Costs:**

Utility Cost per SQFT	\$	0.12	
Estimated Utility Costs per Month		\$	4,396.44
Total Estimated Utility Cost (Jul - Jun)			\$ 52,757.28
<b>Total Estimated Utility Cost for FY 2024/25</b>			<b>\$ 52,757.28</b>

### **Estimated Tenant Improvement Costs**

		\$ 14,837,940.00	
Landlord TI Allowance (\$100/sft.)		\$ (3,663,700.00)	
County TI Reimbursement (\$20/sft.) with 8% annual interest		\$	106,681.92
General Construction Costs RSO Obligation		\$	7,500,000.00
Furnshings, Fixtures, & Equipment (FF&E)		\$	1,000,000.00
Estimated Architectural Design Fees		\$	365,000.00
Estimated Testing and Inspection Costs		\$	75,000.00
Estimated Permits and Fees from City, Fire and others		\$	75,000.00
General Sheriff Contingency		\$	1,426,500.00
<b>Total Tenant Improvement Cost for FY 2024/25</b>			<b>\$ 10,548,181.92</b>

RCIT Costs		\$	500,000.00
------------	--	----	------------

FM Lease Management Fee as of 07/01/2024	4.84%	\$	50,005.14
--	-------	----	-----------

<b>TOTAL ESTIMATED COST FOR FY 2024/25</b>		<b>\$</b>	<b>12,184,108.34</b>
--	--	-----------	----------------------

<b>TOTAL COUNTY COST</b>	<b>100%</b>	<b>\$</b>	<b>12,184,108.34</b>
--------------------------	-------------	-----------	----------------------

# Exhibit B

FY 2025/26  
County of Riverside  
3650 14th Street, Riverside, CA 92501

## ESTIMATED AMOUNTS

### Total Square Footage to be Leased:

Current Office:	36,637	SQFT	
Approximate Cost per SQFT (Jul - Jun)	\$	2.43	
Lease Cost per Month (Jul - Jun)		\$	89,110.40
Total Lease Cost (Jul - Jun)			\$ 1,069,324.74
<b>Total Estimated Lease Cost for FY 2025/26</b>			<b>\$ 1,069,324.74</b>

### Estimated Additional Costs:

Utility Cost per SQFT	\$	0.12	
Estimated Utility Costs per Month		\$	4,396.44
<b>Total Estimated Utility Cost for FY 2025/26</b>			<b>\$ 52,757.28</b>

### Estimated Tenant Improvement Costs

County TI Reimbursement (\$20/sft.) with 8% annual interest			\$ 106,681.92
<b>Total Tenant Improvement Cost for FY 2025/26</b>			<b>\$ 106,681.92</b>
FM Lease Management Fee as of 07/01/2024	4.84%		<b>\$ 51,755.32</b>
<b>TOTAL ESTIMATED COST FOR FY 2025/26</b>			<b>\$ 1,280,519.26</b>
<b>TOTAL COUNTY COST</b>	<b>100%</b>		<b>\$ 1,280,519.26</b>



# Exhibit C

**FY 2026/27 to 2033/34**  
**County of Riverside**  
**3650 14th Street, Riverside, CA 92501**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office:	36,637 SQFT								
	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31	FY 2031/32	FY 2032/33	FY 2033/34	
Approximate Cost per SQFT (Jul - Jun)	\$ 2.52	\$ 2.61	\$ 2.70	\$ 2.79	\$ 2.89	\$ 2.99	\$ 3.09	\$ 3.20	
Lease Cost per Month (Jul - Jun)	\$ 92,229.26	\$ 95,457.28	\$ 98,798.29	\$ 102,256.23	\$ 105,835.20	\$ 109,539.43	\$ 113,373.31	\$ 117,341.37	
Total Lease Cost (Jul - Jun)	\$ 1,106,751.11	\$ 1,145,487.39	\$ 1,185,579.45	\$ 1,227,074.73	\$ 1,270,022.35	\$ 1,314,473.13	\$ 1,360,479.69	\$ 1,408,096.48	
<b>Total Estimated Lease Cost for FY 2026/27-2033/34</b>	<b>\$ 1,106,751.11</b>	<b>\$ 1,145,487.39</b>	<b>\$ 1,185,579.45</b>	<b>\$ 1,227,074.73</b>	<b>\$ 1,270,022.35</b>	<b>\$ 1,314,473.13</b>	<b>\$ 1,360,479.69</b>	<b>\$ 1,408,096.48</b>	
<b><u>Estimated Additional Costs:</u></b>									
Utility Cost per SQFT	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	
Estimated Utility Cost per Month	\$ 4,396.44	\$ 4,396.44	\$ 4,396.44	\$ 4,396.44	\$ 4,396.44	\$ 4,396.44	\$ 4,396.44	\$ 4,396.44	
<b>Total Estimated Utility Cost</b>	<b>\$ 52,757.28</b>	<b>\$ 52,757.28</b>	<b>\$ 52,757.28</b>	<b>\$ 52,757.28</b>	<b>\$ 52,757.28</b>	<b>\$ 52,757.28</b>	<b>\$ 52,757.28</b>	<b>\$ 52,757.28</b>	
<b><u>Estimated Tenant Improvement Costs</u></b>									
County TI Reimbursement (\$20/sft.) with 8% annual interest	\$ 106,681.92	\$ 106,681.92	\$ 106,681.92	\$ 106,681.92	\$ 106,681.92	\$ 106,681.92	\$ 106,681.92	\$ 106,681.92	
<b>Total Tenant Improvement Cost for FY 2026/27-2033/34</b>	<b>\$ 106,681.92</b>	<b>\$ 106,681.92</b>	<b>\$ 106,681.92</b>	<b>\$ 106,681.92</b>	<b>\$ 106,681.92</b>	<b>\$ 106,681.92</b>	<b>\$ 106,681.92</b>	<b>\$ 106,681.92</b>	
Lease Management Fee as of 7/1/2024	4.84%	\$ 53,566.75	\$ 55,441.59	\$ 57,382.05	\$ 59,390.42	\$ 61,469.08	\$ 63,620.50	\$ 65,847.22	\$ 68,151.87
<b>TOTAL ESTIMATED LEASE COST</b>	<b>\$ 1,319,757.06</b>	<b>\$ 1,360,368.18</b>	<b>\$ 1,402,400.70</b>	<b>\$ 1,445,904.35</b>	<b>\$ 1,490,930.63</b>	<b>\$ 1,537,532.83</b>	<b>\$ 1,585,766.11</b>	<b>\$ 1,635,687.55</b>	
<b>F11 Total Cost</b>		<b>\$ 25,242,975.01</b>							
<b>F11 Total County Cost</b>	<b>100%</b>	<b>\$ 25,242,975.01</b>							

**Schedule A – FY23/24**

Decrease Appropriations

10000-2500400000-510040 – Regular Salaries	(\$9,250,000)
10000-2500400000-513040 – Retirement – Safety	(\$1,691,500)
10000-2500400000-370100 – Unassigned Fund Balance	\$10,941,500

Increase Appropriations

10000-2500300000-542080 – Improvements – Leasehold Blds	\$10,941,500
10000-2500300000-370100 - Unassigned Fund Balance	(\$10,941,500)