

CITIZENS' BOND OVERSIGHT COMMITTEE

Riverside Community College District
Executive Conference Room #309
3801 Market Street, Riverside, CA 92501
4 pm – April 18, 2019

AGENDA

- I. Call to Order Clark Dupont, *Chair*
- II. Approval of Minutes Clark Dupont, *Chair*
Minutes from January 17, 2019
Recommended Action: Approval
- III. Measure C Financial Update
- Issuance Cost History Chet Wang
Information Only *Keygent, LLC*
Measure C Financial Advisor
- Project Commitments Summary Majd Askar
Series A, Series B, Series A Refunding, *Director Business Services*
Series 2007 C, Series 2010 D, Series 2015 E
Information Only
- RCC Student Services Building Budget Reconciliation
- Information Only*
- Capital Program Executive as of March 2019 Aaron Brown, *Vice Chancellor*
Summary Report (CPES) *Business & Financial Services*
Information Only
- IV. Measure C Projects Update
- Board Reports – January through March Bart Doering, *Director,*
Using Measure C funding *Facilities Development*
Information Only
- Measure C Project Report April 2019 Bart Doering, *Director,*
Information Only *Facilities Development*
- V. Business from Committee Members Clark Dupont, *Chair*
- CBOC Member Roles Carlos Villafuerta
Information Only *Stradling Yocca Carlson & Rauth*
Bond Counsel
- VI. Public Comments
- VII. Adjourn

Minutes of the Measure C Citizens' Bond Oversight Committee Meeting
 Riverside Community College District
 Executive Conference Room #309
 3801 Market Street, Riverside, CA 92501
 4 p.m. – January 17, 2019

Members Present:

Morrie Barembaum
 James Cuevas
 Clark DuPont
 Jeanette Hazelwood
 Raymond Hicks
 Jason Hunter

Staff/Guests:

Wolde-Ab Isaac, *Chancellor*
 Aaron Brown, *Vice Chancellor, Business and Financial Services*
 Majd Askar, *Director, Business Services*
 Peggy Cartwright, *Associate Vice Chancellor, Strategic Communications & Institutional Advancement*
 Bart Doering, *Director, Facilities Development*

Call to Order: 4:05 pm

Chair Clark DuPont called the meeting to order.

Approval of Minutes

Approved Cuevas /m Hunter/s vote: 5-0, 1 abstention

Measure C Financial Update

Project Commitments Summary Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E as of December 31, 2018

Director, Business Services Majd Askar provided the Measure C Project Commitments Summary. Committee members received the financial report with activities from the past report. She identified the decrease in cash on hand and explained that \$186,000 was expenses related to Kane Student Services project at RCC, expenditures for RCC's master plan initial project proposal (IPP) to a final project proposal (FPP) and MVC's master plan update and Student Services Welcome project. Project closeouts were taken to the Board in December, which are reflected in the budget. Lastly, an increase to the budget related to MVC's master plan which was approved in December.

Q: Hunter – What is certificate of participation refunded?

A: Brown – These are debt services paid out of the general fund.

Q: Hunter – How can there be \$310 million in issuance, but \$321 million spent?

A: Brown – In addition to the issuance, there are issuance premiums that are added to the available expenditures.

Q: Cuevas – What is the reason for zeroing out the storage districtwide?

A: Askar – Funds were set aside for a scanning project that was cancelled.

Q: Hunter – What is being done to make sure that once the bonds are issued that the funds are deployed as quickly as possible in an efficient and effective manner?

A: Brown – The issuance is sized based on the projected projects that are occurring and the estimated cash for each project.

Capital Project Executive Summary Report

Vice Chancellor, Business and Financial Services Brown provided the Capital Project Executive Summary report. This planning document is used to allocate and commit funds to the colleges and District Office. He explained changes that occurred since October 2018, including remaining balance and commitments.

Q: Hicks – Pertaining to the \$3 million RCC saved, it will go back to projects to be reconsidered. Is there a priority list, so that if another college needed funds could it be spent there?

A: Brown – There is about \$12 million in the District Office and centrally controlled funds that could be reallocated. Each college has its own planning process for funds allocations.

A: Isaac – The centrally controlled funds is where discretion and comparison are that the colleges and District believe are priority and guide the decision.

Q: Barembaum – Will the negative balance at Norco College be covered by this fund?

A: Brown – Yes, it will be addressed.

Measure C Projects Update

Director of Facilities Development Bart Doering provided the Measure C projects update. The following Board reports using Measure C funds were approved by the Board of Trustees:

Agenda Item (VI-B-6-b) Agreement Amendment No. 1 for the O.W. Noble Administration Building Demolition and Parking Lot Construction Project with Koury Engineering and Testing, Inc.

Q: Hicks – Can you explain why they are billing for additional hours?

A: Doering – Most of the hours were related to soil issues and testing.

Doering provided the committee the January 2019 Measure C Project Report.

Riverside City College

RCC completed its master plan and in the 5-year capital construction plan. The Life Science/Physical Science building project was converted from an IPP to an FPP.

Moreno Valley College

The design phase on the Student Services Welcome Center is complete and the project is moving into the design development stage.

Ben Clark Training Center, Phase I - The ground lease agreement was submitted to the Board of Trustees for approval and was approved. It was returned to the County for approval. The College will select an architect to start design.

Norco College

Norco College's 5-year capital construction plan with the state includes construction of a Multimedia Arts center. This project is still in the initial project proposal phase and is awaiting approval.

Business from Committee Members

Committee Organization

The committee elected Ray Hicks to serve as vice chair. Cuevas m/ Hunter s, vote 6-0.

Member Bylaws

Hunter requested the member bylaws be discussed and provided a copy of the California Education Code to reference. A discussion followed. The request was made to have bond counsel provide information about bylaws and the independence of the committee.

Agenda Order

A discussion was conducted about whether public comments be moved to the beginning of the agenda. The committee decided to keep the public comments at the end.

Public Comment

None

Adjourn – 5:00 pm

Riverside Community College District

General Obligation Bond Update

April 18, 2019

District General Obligation Bond Issuance History

The District has issued \$310,003,424 of the \$350 million Measure C authorization in six series of bonds

- ◆ Series 2004A on August 3, 2004 for \$55,205,000
- ◆ Series 2004B on August 3, 2004 for \$9,795,000
- ◆ Series 2007C on June 21, 2007 for \$90,000,000
- ◆ Series 2010D on November 10, 2010 for \$7,699,278
- ◆ Series 2010D-1 on November 10, 2010 for \$102,300,000
- ◆ Series 2015E on July 1, 2015 for \$45,004,145
- ◆ \$39,996,576 of the Measure C authorization remains unissued

Refinancings

- ◆ 2005 Refunding on June 8, 2005 for \$58,386,109
 - Refunded a portion of Series 2004A
- ◆ 2014 Refunding, Series A & B on May 29, 2014 for \$73,090,000
 - Refunded portions of Series 2004A, 2005 Refunding and Series 2007C
- ◆ 2015 Refunding on July 1, 2015 for \$43,920,000
 - Refunded a portion of Series 2007C

Credit Ratings

The 3 major credit rating agencies are:

- ◆ Moody's
- ◆ Standard & Poor's ("S&P")
- ◆ Fitch

The rating criteria is generally:

- ◆ 30% local economy/tax base
- ◆ 30% district finances
- ◆ 20% district debt/pension
- ◆ 20% district management

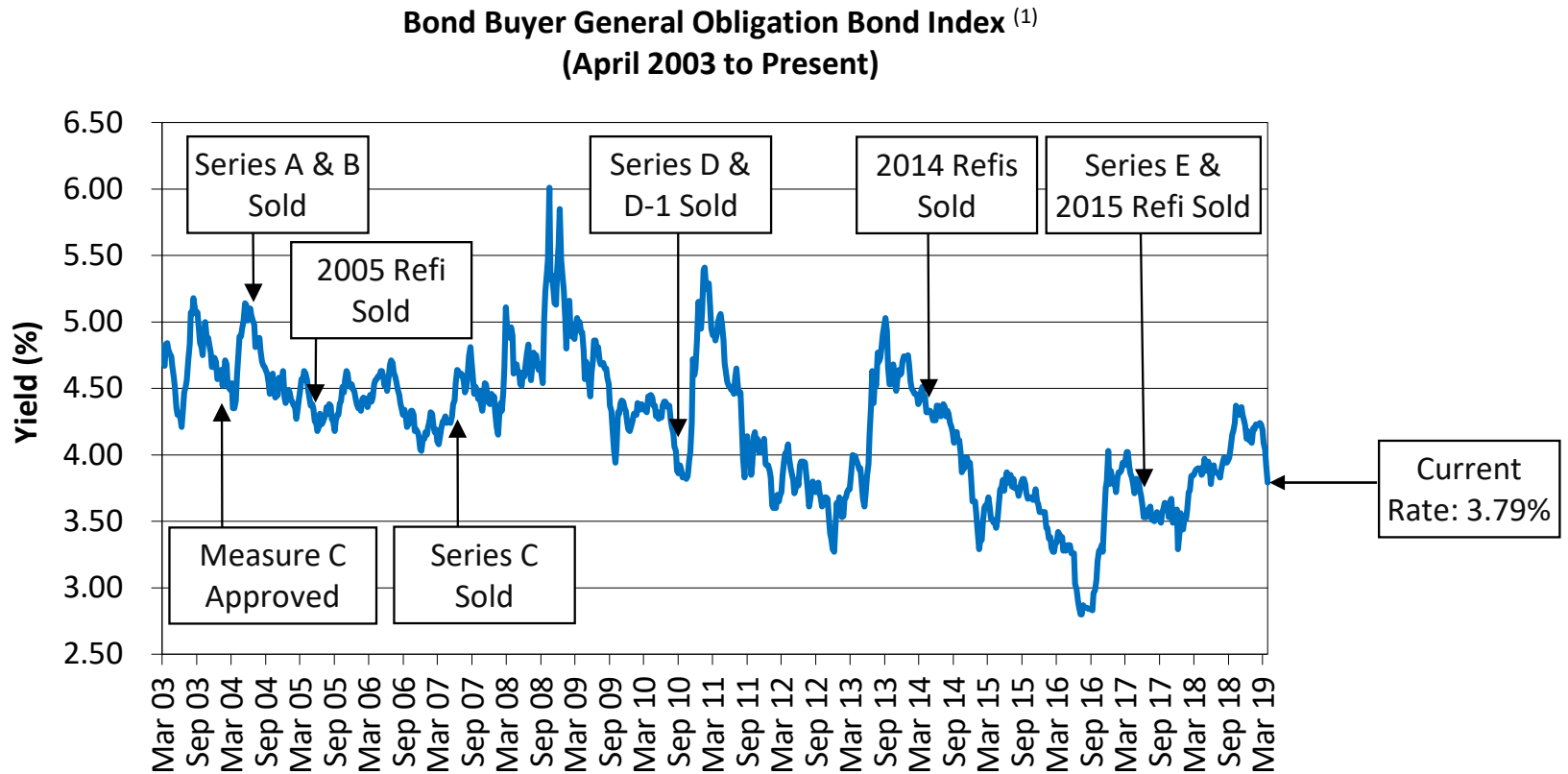
District's GO ratings:

- ◆ Moody's: Aa2
 - As of May 2015
- ◆ S&P: AA
 - As of December 2018
- ◆ Fitch: N/A

	Moody's	S&P	Fitch	Rating Description
Investment grade	Aaa	AAA	AAA	Prime
	Aa1	AA+	AA+	High grade
	Aa2	AA	AA	
	Aa3	AA-	AA-	
	A1	A+	A+	Upper medium grade
	A2	A	A	
	A3	A-	A-	
	Baa1	BBB+	BBB+	Lower medium grade
	Baa2	BBB	BBB	
Baa3	BBB-	BBB-		
Non-investment grade	Ba1	BB+	BB+	Speculative
	Ba2	BB	BB	
	Ba3	BB-	BB-	
	B1	B+	B+	Highly speculative
	B2	B	B	
	B3	B-	B-	
	Caa1 & below	CCC+ & below	CCC & below	Extremely speculative/ Default

Interest Rate History

Following is a history of municipal bond interest rates and when Measure C bonds were sold

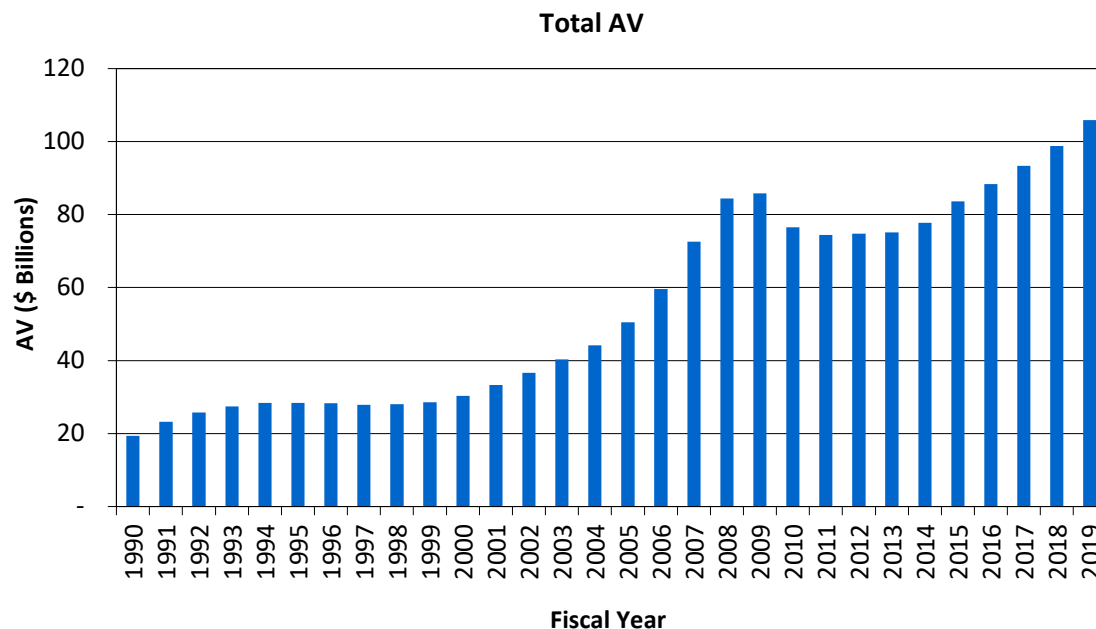


(1) Index reflects average yield to maturity of 20 general obligation bonds with 20-year maturities rated 'Aa2' by Moody's Investors Service and 'AA' by Standard and Poor's. Source: The Bond Buyer & Bloomberg.

District Assessed Value

The District's assessed value ("AV") has increased 42.2% since the last decline in 2011

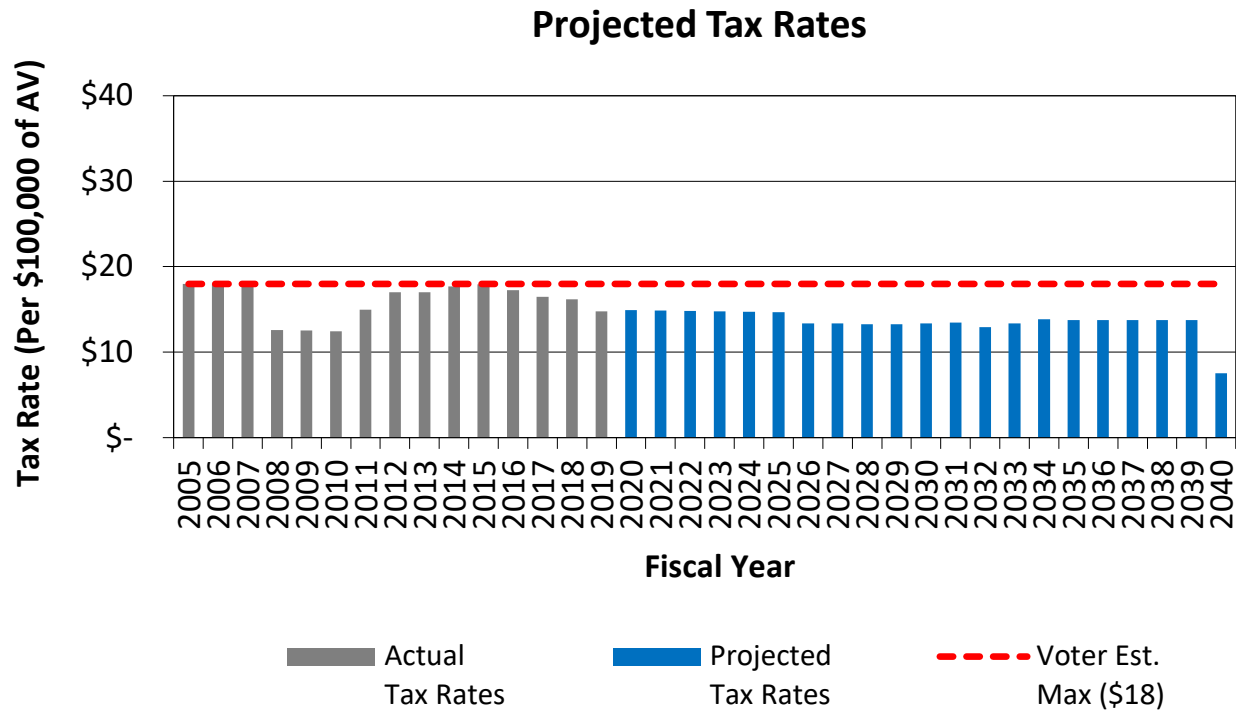
FY	Total AV ⁽¹⁾	Annual % Change
1990	\$ 19,381,004,782	
1991	23,213,100,480	19.77 %
1992	25,803,961,998	11.16
1993	27,450,479,789	6.38
1994	28,385,533,017	3.41
1995	28,376,902,364	-0.03
1996	28,295,589,663	-0.29
1997	27,919,727,900	-1.33
1998	28,089,523,008	0.61
1999	28,580,743,385	1.75
2000	30,357,912,678	6.22
2001	33,318,083,812	9.75
2002	36,685,860,178	10.11
2003	40,303,756,845	9.86
2004	44,206,000,617	9.68
2005	50,507,651,502	14.26
2006	59,622,695,477	18.05
2007	72,536,868,844	21.66
2008	84,433,424,625	16.40
2009	85,760,730,435	1.57
2010	76,553,487,867	-10.74
2011	74,411,938,552	-2.80
2012	74,723,496,908	0.42
2013	75,145,624,176	0.56
2014	77,697,159,101	3.40
2015	83,625,392,181	7.63
2016	88,295,863,777	5.58
2017	93,315,232,893	5.68
2018	98,786,976,597	5.86
2019	105,817,644,172	7.12



Growth Statistics			
Annualized Growth Rates:		Lowest Rolling Averages:	
1-year:	7.12 %	3-year:	-4.49 %
5-year:	6.37	5-year:	-2.30
10-year:	2.12	10-year:	1.58
15-year:	5.99	15-year:	5.99
20-year:	6.76	20-year:	5.16
25-year:	5.40	25-year:	5.26

(1) Source: California Municipal Statistics, Inc.

Measure C Tax Rates (1)



(1) Assumes AV growth of 2% in 2019-20 and 3.5% annually thereafter with 7% unsecured delinquency.

Historical Financing Costs

Financing	Election of 2004			Election of 2004			Election of 2004	2015 GO
	GO Bonds, Series 2004A & 2004B ⁽¹⁾	2005 GO Refunding Bonds	Election of 2004 GO Bonds, Series 2007C	GO Bonds, Series 2010D & 2010D-1 ⁽¹⁾	2014 GO Refunding Bonds, Series A	2014 GO Refunding Bonds, Series B		
Par Amount	\$ 65,000,000	\$ 58,386,109	\$ 90,000,000	\$ 109,999,278	\$ 29,130,000	\$ 43,960,000	\$ 45,004,145	\$ 43,920,000
Fixed Costs of Issuance								
Bond Counsel	\$ 92,000	\$ -	\$ -	\$ 117,500	\$ -	\$ -	\$ -	\$ -
Bond/Disclosure Counsel	-	86,000	102,500	-	40,213	59,787	74,000	74,000
Disclosure Counsel	37,000	-	-	-	-	-	-	-
Disclosure/District Counsel	-	-	-	50,000	-	-	-	-
District Counsel	-	10,000	8,500	-	-	-	-	-
County Counsel	-	-	-	5,000	-	-	2,673	-
Financial Advisor	-	-	-	75,500	30,160	44,840	63,000	63,000
POS/OS Printing/Posting	4,692	7,000	8,000	5,000	804	1,196	1,265	1,235
Demographic Data	100	975	1,700	2,500	1,126	1,674	709	691
Moody's Rating	21,250	11,750	28,350	41,250	11,662	17,338	21,762	21,238
Standard & Poor's Rating	17,000	17,000	24,000	28,500	12,064	17,936	20,244	19,756
Escrow Verification Agent	2,850	5,000	-	-	1,407	2,093	-	2,500
Paying/Escrow/Fiscal Agent	9,729	15,231	1,412	5,923	2,204	3,277	1,311	3,786
District Expense Reimb.	103,280	-	-	4,000	-	-	1,788	1,745
Contingency & Misc Exp	19,099	2,519	15,000	4,827	3,660	5,441	2,198	6,788
Total Fixed Costs (\$)	\$ 307,000	\$ 155,475	\$ 189,462	\$ 340,000	\$ 103,300	\$ 153,581	\$ 188,950	\$ 194,739
Total Fixed Costs (%) ⁽²⁾	0.47%	0.27%	0.21%	0.31%	0.35%	0.35%	0.42%	0.44%
Underwriting Discount (\$)	\$ 513,500	\$ 467,089	\$ 725,269	\$ 604,996	\$ 131,085	\$ 197,820	\$ 179,460	\$ 175,680
Underwriting Discount (%)	0.79%	0.80%	0.81%	0.55%	0.45%	0.45%	0.40%	0.40%
Bond Insurance	\$ 222,000	\$ 184,608	\$ 170,100	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs of Issuance (\$)	\$ 1,042,500	\$ 807,172	\$ 1,084,831	\$ 944,996	\$ 234,385	\$ 351,401	\$ 368,410	\$ 370,419
Total Costs of Issuance (%)	1.60%	1.38%	1.21%	0.86%	0.80%	0.80%	0.82%	0.84%

(1) Shared a combined fixed costs of issuance account.

(2) California Education Code allows a District to deposit an amount not exceeding 2 percent of the principal amount of the bonds in a costs of issuance account.

Riverside Community College District
Measure C - Project Commitments Summary
Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E
as of March 31, 2019

Measure C Authorization

Voter Approved Measure C Authorization - March 2004	\$ 350,000,000
Issuances Series 2004 A through Series 2015 E	<u>(309,816,806)</u>
Remaining Measure C Authorization	<u>\$ 40,183,194</u>

Measure C - Cash on Hand

\$ 5,442,796

Proceeds/Income

<u>Issuance Proceeds</u>	
Series 2004 A through Series 2015 E	\$ 309,816,805
<u>Issuance Premiums</u>	
Series 2004 A through Series 2015 E	14,230,564
<u>Interest Income</u>	
FY 2004-2005 through FY 2018-2019	13,334,245
<u>Other Income</u>	
Energy Rebates - FY 2006-2007 through FY 2017-2018	\$ 645,219
Aquatics Project Donations	6,709,056
Municipal Derivatives Settlement	2,816
Self Generation incentive Program Funds (Fuel Cell)	<u>507,675</u>
Total Other Income	<u>7,864,766</u>
Total Proceeds/Income	\$ 345,246,380

Project Commitments / Proposed Projects

Completed Projects	\$ 285,942,284
In-Progress Projects	69,722,733
Program Reserve / Contingency	<u>8,792,794</u>
Total Project Commitments	<u>364,457,811</u>
FY 2018-2019 Contingency Account	<u>\$ (19,211,431)</u>

**Riverside Community College District
Measure C - Project Commitments Summary Combined
as of March 31, 2019**

Project	Project Funding Source							Actual Measure C Expenditures thru 03/31/19
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
Completed								
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ 12,492,085	\$ 12,492,085	\$ -	\$ 12,492,085	\$ 12,492,085	
GO Bond Issuance Related Expenditures	4,864,499	-	4,864,499	\$ 4,864,499	-	4,864,499	\$ 4,864,499	
Bridge Space - Riverside	1,162,367	12,765	1,175,132	\$ 1,175,132	-	1,175,132	\$ 1,175,132	
Phone and Voicemail Upgrades - District Wide	349,000	-	349,000	\$ 349,000	-	349,000	\$ 349,000	
Computer/Network/ System Upgrades - District Wide	943,384	58,668	1,002,052	\$ 1,002,052	-	1,002,052	\$ 1,002,052	
MLK Renovation - Riverside	1,616,135	(605,521)	1,010,614	\$ 1,010,614	6,999,477 a	8,010,091	\$ 1,010,614	
Room Renovations - Norco	100,019	-	100,019	\$ 100,019	-	100,019	\$ 100,019	
Swing Space - Riverside	4,168,459	105,275	4,273,734	\$ 4,273,734	-	4,273,734	\$ 4,273,734	
Wheelock PE Complex/Athletic Field - Riverside	4,760,000	(243,565)	4,516,435	\$ 4,516,435	-	4,516,435	\$ 4,516,435	
Phase I - Parking Structure - Riverside	19,647,093	1,293,569	20,940,662	\$ 20,940,662	-	20,940,662	\$ 20,940,662	
ECS Secondary Effects - Moreno Valley	288,919	(2,692)	286,227	\$ 286,227	-	286,227	\$ 286,227	
RCCD System Office Purchase	2,534,429	95,552	2,629,981	\$ 2,629,981	-	2,629,981	\$ 2,629,981	
Emergency Phone Project - District Wide	379,717	-	379,717	\$ 379,717	-	379,717	\$ 379,717	
Lovekin Parking/Tennis Project - Riverside	-	4,351,724	4,351,724	\$ 4,351,724	-	4,351,724	\$ 4,351,724	
Food Services "grab-n-go" Facility Project - Riverside	-	81,372	81,372	\$ 81,372	-	81,372	\$ 81,372	
PBX Building - Riverside	500,000	(71,881)	428,119	\$ 428,119	-	428,119	\$ 428,119	
Long Range Master Plan - District Wide	1,460,384	(21,307)	1,439,077	\$ 1,439,077	-	1,439,077	\$ 1,439,077	
Hot Water Loop System & Boiler Repl. - Moreno Valley	784,388	85,460	869,848	\$ 869,848	-	869,848	\$ 869,848	
Logic Domain - Capital Project Management System	96,000	117,375	213,375	\$ 213,375	-	213,375	\$ 211,462	
Infrastructure Projects - District Wide	464,410	20,004	484,414	\$ 484,414	-	484,414	\$ 484,414	
Utility Retrofit Project - District Wide	7,017,390	(836,202)	6,181,188	\$ 6,181,188	-	6,181,188	\$ 6,181,188	
Stokoe Innovative Learning Center - Riverside	5,870,605	1,528,900	7,399,505	\$ 7,399,505	2,444,632 a	9,844,137	\$ 7,399,505	
Bradshaw Building Electrical Project - Riverside	500,000	(133,647)	366,353	\$ 366,353	-	366,353	\$ 366,353	

**Riverside Community College District
Measure C - Project Commitments Summary Combined
as of March 31, 2019**

Project	Project Funding Source							Actual Measure C Expenditures thru 03/31/19
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
Food Services Remodel - Riverside	583,070	404,635	1	987,705	\$ 987,705	-	987,705	\$ 987,705
Food Services Remodel - Moreno Valley	1,956,615	692,991	1	2,649,606	\$ 2,649,606	28,000	2,677,606	\$ 2,649,606
Quad Modernization - Riverside	7,696,637	1,475,170	1	9,171,807	\$ 9,171,807	12,554,000 a	21,725,807	\$ 9,171,807
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	(235,766)	2	389,561	\$ 389,561	-	389,561	\$ 389,561
Modular Redistribution Projects (All campuses and BCTC)	7,494,328	931,534	1	8,425,862	\$ 8,425,862	-	8,425,862	\$ 8,425,862
Industrial Technology Facility Project - Norco	10,147,826	(432,476)	2	9,715,350	\$ 9,715,350	18,990,000 a	28,705,350	\$ 9,715,350
Scheduled Maintenance - Historic - District Wide	1,403,045	-		1,403,045	\$ 1,403,045	2,515,182 s	3,918,227	\$ 1,403,045
Soccer Field / Artificial Turf - Norco	4,616,480	(737,166)	2	3,879,314	\$ 3,879,314	-	3,879,314	\$ 3,879,314
Safety and Site Improvement Project - Norco	1,700,000	(732,558)	2	967,442	\$ 967,442	-	967,442	\$ 967,442
Safety and Site Improvement Project - Moreno Valley	900,000	(180,173)	2	719,827	\$ 719,827	200,000	919,827	\$ 719,827
Administrative Move to Humanities Bldg - Moreno Valley	50,000	(24,010)	2	25,990	\$ 25,990	-	25,990	\$ 25,990
Center for Student Success - Norco	19,994,500	(4,360,627)	³ / ₂	15,633,873	\$ 15,633,873	-	15,633,873	\$ 15,633,873
Aquatics Center - Riverside	11,028,683	(154,450.00)		10,874,233	\$ 10,874,233	d	10,874,233	\$ 10,874,233
Central Plant Boiler Replacement - Norco	50,700	111,147	1	161,847	\$ 161,847	-	161,847	\$ 161,847
Parking Structure Fall Deterrent - Riverside	20,300	(12,724)	2	7,576	\$ 7,576	-	7,576	\$ 7,576
Nursing Portables - Moreno Valley	-	705,338	2	705,338	\$ 705,338	-	705,338	\$ 705,338
Interim Parking Lease - Riverside	260,000	(82,977)	2	177,023	\$ 177,023	-	177,023	\$ 177,023
Technology Building A Remodel Project - Riverside	935,000	(923,625)	2	11,375	\$ 11,375	-	11,375	\$ 11,375
Learning Gateway Building - Moreno Valley	31,800,000	(26,815,739)	2	4,984,261	\$ 4,984,261	-	4,984,261	\$ 4,984,261
Black Box Theatre Remodel Project - Riverside	761,750	(750,795)	2	10,955	\$ 10,955	-	10,955	\$ 10,955
DSA Project Closures - District Wide	-	7,290		7,290	\$ 7,290	-	7,290	\$ 7,290
Quad Basement Remodel Project - Riverside	467,500	(114,559)		352,941	\$ 352,941	-	352,941	\$ 352,941
March Dental Education Center - Moreno Valley	9,500,181	376,907	1	9,877,088	\$ 9,877,088	-	9,877,088	\$ 9,877,088

**Riverside Community College District
Measure C - Project Commitments Summary Combined
as of March 31, 2019**

Project	Project Funding Source							Actual Measure C Expenditures thru 03/31/19
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
PBX / NOC / M & O Facility - Norco	16,914,625	(5,637,615) 2	11,277,010	\$ 11,277,010	-	11,277,010	\$ 11,277,010	
Secondary Effects Project - Norco	16,009,004	19,176 1	16,028,180	\$ 16,028,180	-	16,028,180	\$ 16,028,180	
2010 IPP / FPP - District	1,400,000	(1,400,000) 3/2	-	\$ -	-	-	\$ -	
Nursing/Sciences Building - Riverside	25,850,833	(9,503,630) 2	16,347,203	\$ 16,347,203	45,439,400 a p	61,786,603	\$ 16,347,203	
Utility Infrastructure Project - District Wide	7,000,000	(767,951) 3	6,232,049	\$ 6,232,049	-	6,232,049	\$ 6,232,049	
Audio Visual Upgrade and Lighting Project - Moreno Valley	200,000	(65,543)	134,457	\$ 134,457	-	134,457	\$ 134,457	
Emergency Phone Project - Moreno Valley	-	341,582	341,582	\$ 341,582	-	341,582	\$ 341,582	
Mechanical Upgrade Project - Moreno Valley	875,000	(214,755)	660,245	\$ 660,245	-	660,245	\$ 660,245	
Physicians Assistant Laboratory Remodel - Moreno Valley	-	49,191	49,191	\$ 49,191	-	49,191	\$ 49,191	
Science Laboratories Remodel Project - Moreno Valley	500,000	(197,196)	302,804	\$ 302,804	-	302,804	\$ 302,804	
Coil School for the Arts - Riverside	16,180,000	8,100,001	24,280,001	\$ 24,280,001	13,660,934 la r	37,940,935	\$ 25,736,077	
Coil School for the Arts - Parking Structure - Riverside	1,456,076	-	1,456,076	\$ 1,456,076	3,151,924 r	4,608,000	\$ -	
Wheelock PE Complex Gymnasium Retrofit - Phase I & II - Riverside	8,445,751	4,759,131 1	13,204,882	\$ 13,204,882	9,165,000 ap	22,369,882	\$ 13,204,882	
Groundwater Monitoring Wells - Norco	-	211,149	211,149	\$ 211,149	16,696	227,845	\$ 211,149	
PBX / NOC / M & O Facility - Moreno Valley	3,024,082	(92,375)	2,931,707	\$ 2,931,707	-	2,931,707	\$ 2,931,707	
Student/Academic Services Facility Project - Moreno Valley	5,393,265	546,552	5,939,817	\$ 5,939,817	14,036,000 p	19,975,817	\$ 5,939,817	
Swing Space - Market Street Properties	-	737,303	737,303	\$ 737,303	-	737,303	\$ 737,303	
ADA Transition Plan - District Wide	6,300,000	(253,838)	6,046,162	\$ 6,046,162	-	6,046,162	\$ 6,046,162	
Cellular Repeater Booster System - Riverside	-	18,879	18,879	18,879	-	18,879	\$ 18,879	
Student Services Building - Riverside	31,858,000	(9,556,156) 3	22,301,844	22,301,844	-	22,301,844	\$ 22,291,810	
Electronic Contract Document Storage - District Wide	50,000	(50,000)	-	-	-	-	\$ -	
District Design Standards	-	345,032 1	345,032	345,032	-	345,032	\$ 345,031	
Alumni Carriage House Restoration Project	130,000	(7,730)	122,270	\$ 122,270	-	122,270	\$ 122,270	
Total Completed Projects	\$ 323,577,861	\$ (37,635,577)	\$ 285,942,284	\$ 285,942,284	\$ 129,201,245	\$ 415,143,529	\$ 285,930,336	

Riverside Community College District
Measure C - Project Commitments Summary Combined
as of March 31, 2019

Project	Project Funding Source						
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 03/31/19
<u>In-Progress or Initial Phase</u>							
Life Science / Physical Science Reconstruction - Riverside	\$ 146,500	\$ 61,500	\$ 208,000	\$ 208,000	\$ - p	\$ 208,000	\$ 207,914
Feasibility / Planning / Management / Staffing	7,468,435	-	7,468,435	8,133,707	-	8,133,707	\$ 6,329,426
Center for Human Performance - Norco	83,000	3,500	86,500	86,500	- p	86,500	\$ 86,500
Health Science Center - Moreno Valley	164,971	-	164,971	164,971	-	164,971	\$ 164,971
Ben Clark Public Safety Training Center - Center Status - Moreno Vall	84,500	-	84,500	84,500	-	84,500	\$ 64,954
Center for Human Performance - Moreno Valley	95,759	16,250	112,009	112,009	- p	112,009	\$ 112,009
Cosmetology Building - Riverside	133,000	9,500	142,500	142,500	- p	142,500	\$ 142,500
IT Upgrade (including audit) - District Wide	6,000,000	- 3	6,000,000	6,000,000	-	6,000,000	\$ 5,309,780
Scheduled Maintenance - New - District Wide	2,860,000	-	2,860,000	2,860,000	313,550	3,173,550	\$ 2,652,532
Culinary Arts / District Office Building - District	23,043,996	10,552,022 3 1	33,596,018	33,596,018	1,624,757 r h	35,220,775	\$ 33,244,330
Library Learning Center - Moreno Valley	-	143,000	143,000	143,000	-	143,000	\$ 142,914
Master Plan Updates - District Wide	387,800	1,245,000	1,632,800	1,632,800	-	1,632,800	\$ 1,163,678
Self-Generation Incentive Program - Norco	10,000	3,100,000	3,110,000	3,110,000	- t	3,110,000	\$ 3,084,801
Multimedia and Arts Center (MAC) - Norco	-	114,000	114,000	114,000	-	114,000	\$ 114,000
Student Services Welcome Center Project - Moreno Valley	-	14,000,000	14,000,000	14,000,000	-	14,000,000	\$ 99,579
Total In-Progress or Initial Phase Projects	\$ 40,477,961	\$ 29,244,772	\$ 69,722,733	\$ 70,388,005	\$ 1,938,307	\$ 72,326,312	\$ 52,919,888
<u>Program Reserve/Contingency</u>							
Program Contingency - District Wide	10,000,000	(5,330,276) 3	4,669,724	-	-	-	-
Program Reserve - District Wide	24,000,000	(19,876,930) 3	4,123,070	-	-	-	-
Total Program Reserve/Contingency	\$ 34,000,000	\$ (25,207,206)	\$ 8,792,794	\$ -	\$ -	\$ -	\$ -
Total Projects	\$ 398,055,822	\$ (33,598,011)	\$ 364,457,811	\$ 356,330,289	\$ 131,139,552	\$ 487,469,841	\$ 338,850,224

**Riverside Community College District
Measure C - Project Commitments Summary Combined
as of March 31, 2019**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/19
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	
Proposed/Future Projects							
MAC Secondary Effects - Norco	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000	
Life Science / Physical Science Remodel - Riverside	-	-	-	6,883,000	21,776,000	28,659,000	
Cosmetology Building - Riverside	-	-	-	1,871,000	21,227,000	23,098,000	
Multimedia and Arts Center (MAC) - Norco	-	-	-	1,629,000	67,828,000	69,457,000	
Ben Clark Public Safety Training - Moreno Valley	-	-	-	10,999,000	-	10,999,000	
MLK Renovation - Riverside	-	-	-	1,871,000	16,909,000	18,780,000	
Total Proposed/Future Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 23,453,000</u>	<u>\$ 127,740,000</u>	<u>\$ 151,193,000</u>	
a Actual State Construction Act Funding							
d Private donations							
la LaSierra Funding							
p Projected State Construction Act Funding							
r Redevelopment Funding							
s Actual State Scheduled Maintenance Funding Requiring District Match							
t SGIP Grant Incentives							
h Riverside Community Hospital							
1 Change Order(s) / Scope Change / Additional Phases							
2 Project Budget Savings							
3 Reallocated to Specific Project							

**Riverside Community College District
Measure C - Project Commitments Summary
as of March 31, 2019**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/19
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
			\$ 24,637,700				
<u>Completed</u>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 737,033	\$ -	\$ 737,033	\$ -	\$ 737,033	\$ 737,033	\$ 737,033
GO Bond Issuance Related Expenditures	287,005	-	287,005	-	287,005	\$ 287,005	\$ 287,005
Phone and Voicemail Upgrades - District Wide	20,589	-	20,589	-	20,589	\$ 20,589	\$ 20,589
Computer/Network/System Upgrades - District Wide	59,121	-	59,121	-	59,121	\$ 59,121	\$ 59,121
RCCD System Office Purchase	2,629,981	-	2,629,981	-	2,629,981	\$ 2,629,981	\$ 2,629,981
Emergency Phone Project - District Wide	10,000	-	10,000	-	10,000	\$ 10,000	\$ 10,000
Logic Domain - Capital Project Management System	12,589	-	12,589	-	12,589	\$ 12,476	\$ 12,476
Infrastructure Projects - District Wide	28,580	-	28,580	-	28,580	\$ 28,580	\$ 28,580
DSA Project Closures - District Wide	7,290	-	7,290	-	7,290	\$ 7,290	\$ 7,290
2010 IPP/FPP - District - 5.9%	-	-	-	-	-	\$ -	\$ -
Swing Space - Market Street Properties	737,303	-	737,303	-	737,303	\$ 737,303	\$ 737,303
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -	\$ -
Alumni Carriage House Restoration Project	122,270	-	122,270	-	122,270	\$ 122,270	\$ 122,270
Total District Completed Projects	\$ 4,651,761	\$ -	\$ 4,651,761	\$ -	\$ 4,651,761	\$ 4,651,649	\$ 4,651,649
<u>In-Progress or Initial Phase</u>							
Feasibility/Planning/Management/Staffing	\$ 440,638	\$ 39,251	\$ 479,889	\$ -	\$ 479,889	\$ 373,436	\$ 373,436
Scheduled Maintenance New Allocation - District Wide	168,740	-	168,740	-	168,740	\$ 7,443	\$ 7,443
Culinary Arts/District Office Building - District - 50%	16,607,009	-	16,607,009	812,378	17,419,387	\$ 16,622,165	\$ 16,622,165
Total District In-Progress or Initial Phase Projects	\$ 17,216,387	\$ 39,251	\$ 17,255,638	\$ 812,378	\$ 18,068,016	\$ 17,003,044	\$ 17,003,044
Total All District Projects	\$ 21,868,148	\$ 39,251	\$ 21,907,399	\$ 812,378	\$ 22,719,777	\$ 21,654,693	\$ 21,654,693
Total Remaining District Allocation			\$ 2,730,301				
<u>Proposed/Future Projects</u>							
Total District Proposed /Future Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Riverside Community College District
Measure C - Project Commitments Summary
as of March 31, 2019**

Project	Project Funding Source						
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 03/31/19	
			\$ 192,802,516				
Completed							
Certificates of Participation (1993 & 2001) - Refunding	\$ 6,583,329	\$ -	\$ 6,583,329	\$ -	\$ 6,583,329	\$ 6,583,329	
GO Bond Issuance Related Expenditures	2,563,592	-	2,563,592	-	2,563,592	\$ 2,563,591	
Phone and Voicemail Upgrades - District Wide	183,925	-	183,925	-	183,925	\$ 183,925	
Computer/Network/System Upgrades - District Wide	528,081	-	528,081	-	528,081	\$ 528,081	
Emergency Phone Project - District Wide	178,626	-	178,626	-	178,626	\$ 178,626	
Long Range Master Plan - District Wide	786,422	-	786,422	-	786,422	\$ 786,422	
Logic Domain - Capital Project Management System	112,449	-	112,449	-	112,449	\$ 111,441	
Infrastructure Projects - District Wide	255,287	-	255,287	-	255,287	\$ 255,286	
Utility Retrofit Project - District Wide	3,205,284	-	3,205,284	-	3,205,284	\$ 3,205,284	
Modular Redistribution Project - Riverside	2,376,458	-	2,376,458	-	2,376,458	\$ 2,376,458	
Bridge Space - Riverside	1,175,132	-	1,175,132	-	1,175,132	\$ 1,175,132	
MLK Renovation - Riverside	1,010,614	-	1,010,614	6,999,477 a	8,010,091	\$ 1,010,614	
Swing Space - Riverside	4,273,734	-	4,273,734	-	4,273,734	\$ 4,273,734	
Wheelock PE Complex/Athletic Field - Riverside	4,516,435	-	4,516,435	-	4,516,435	\$ 4,516,435	
Phase I - Parking Structure - Riverside	20,940,662	-	20,940,662	-	20,940,662	\$ 20,940,662	
PBX Building - Riverside	428,119	-	428,119	-	428,119	\$ 428,119	
Stokoe Innovative Learning Center - Riverside	7,399,505	-	7,399,505	2,444,632 a	9,844,137	\$ 7,399,505	
Quad Modernization - Riverside	9,171,807	-	9,171,807	12,554,000 a	21,725,807	\$ 9,171,807	
Bradshaw Building Electrical Project - Riverside	366,353	-	366,353	-	366,353	\$ 366,353	
Food Services Remodel - Riverside	987,705	-	987,705	-	987,705	\$ 987,705	
Scheduled Maintenance - Historic - District Wide	870,873	-	870,873	1,516,571	2,387,444	\$ 870,873	
Black Box Theatre Remodel Project - Riverside	10,955	-	10,955	-	10,955	\$ 10,955	
Food Services "grab-n-go" Facility Project - Riverside	81,372	-	81,372	-	81,372	\$ 81,372	
Lovekin Parking/Tennis Project - Riverside	4,351,724	-	4,351,724	-	4,351,724	\$ 4,351,724	
Technology Building A Remodel Project - Riverside	11,375	-	11,375	-	11,375	\$ 11,375	

**Riverside Community College District
Measure C - Project Commitments Summary
as of March 31, 2019**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/19
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
Aquatics Center - Riverside	10,874,233	-	10,874,233	-	10,874,233	\$	10,874,233
Interim Parking Lease - Riverside	177,023	-	177,023	-	177,023	\$	177,023
Parking Structure Fall Deterrent - Riverside	7,576	-	7,576	-	7,576	\$	7,576
Quad Basement Remodel Project - Riverside	352,941	-	352,941	-	352,941	\$	352,941
2010 IPP/FPP - District - 52.7%	-	-	-	-	-	\$	-
Coil School for the Arts - Riverside	24,280,001	-	24,280,001	13,660,934	37,940,935	\$	25,736,077
Coil School for the Arts - Parking Structure - Riverside	1,456,076	-	1,456,076	3,151,924	4,608,000	\$	-
Wheelock PE Complex Gymnasium Retrofit - Phase II - Riverside	13,204,882	-	13,204,882	9,165,000	22,369,882	\$	13,204,882
Cellular Repeater Booster System - Riverside	18,879	-	18,879	-	18,879	\$	18,879
Student Services Building - Riverside	22,301,844	-	22,301,844	-	22,301,844	\$	22,291,810
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$	-
Nursing/Sciences Building - Riverside	16,347,203	-	16,347,203	45,439,400	61,786,603	\$	16,347,203
Total Riverside Completed Projects	\$ 161,390,476	\$ -	\$ 161,390,476	\$ 94,931,938	\$ 256,322,414	\$	\$ 161,379,432
<u>In-Progress or Initial Phase</u>							
Feasibility/Planning/Management/Staffing	\$ 3,935,865	\$ 350,599	\$ 4,286,464	\$ -	\$ 4,286,464	\$	\$ 3,335,608
Life Science/Physical Science Reconstruction - Riverside	208,000	-	208,000	-	208,000	\$	207,914
Cosmetology Building - Riverside	142,500	-	142,500	-	142,500	\$	142,500
Scheduled Maintenance New Allocation - District Wide	1,507,220	-	1,507,220	168,690	1,675,910	\$	1,457,986
Culinary Arts/District Office Building - Riverside - 50%	16,989,009	-	16,989,009	812,379	17,801,388	\$	16,622,165
Master Plan Updates - District Wide	577,000	-	577,000	-	577,000	\$	531,524
Total Riverside In-Progress or Initial Phase Projects	\$ 23,359,594	\$ 350,599	\$ 23,710,193	\$ 981,069	\$ 24,691,262	\$	\$ 22,297,697
Total All Riverside Projects	\$ 184,750,070	\$ 350,599	\$ 185,100,669	\$ 95,913,007	\$ 281,013,676	\$	\$ 183,677,129
Total Remaining Riverside Allocation			\$ 7,701,847				

**Riverside Community College District
Measure C - Project Commitments Summary
as of March 31, 2019**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/19
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget		Actual and Projected State/Other Funding	Total Estimated Project Budget	
<u>Proposed/Future Projects</u>							
MLK Renovation	\$ -	\$ 1,871,000	\$ 1,871,000	\$ 1,871,000	\$ 16,909,000	\$ 18,780,000	
Cosmetology Building	-	1,871,000	1,871,000	1,871,000	21,227,000	23,098,000	
Life Science / Physical Science Remodel	-	6,883,000	6,883,000	6,883,000	21,776,000	28,659,000	
Total Riverside Proposed /Future Projects	\$ -	\$ 10,625,000	\$ 10,625,000	\$ 10,625,000	\$ 59,912,000	\$ 70,537,000	

**Riverside Community College District
Measure C - Project Commitments Summary
as of March 31, 2019**

Project	Project Funding Source						
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 03/31/19	
			\$ 69,654,042				
<u>Completed</u>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 2,535,893	\$ -	\$ 2,535,893	\$ -	\$ 2,535,893	\$ 2,535,893	
GO Bond Issuance Related Expenditures	987,493	-	987,493	-	987,493	\$ 987,493	
Phone and Voicemail Upgrades - District Wide	70,847	-	70,847	-	70,847	\$ 70,847	
Computer/Network/System Upgrades - District Wide	203,417	-	203,417	-	203,417	\$ 203,417	
Emergency Phone Project - District Wide	102,773	-	102,773	-	102,773	\$ 102,773	
Long Range Master Plan - District Wide	362,670	-	362,670	-	362,670	\$ 362,670	
Logic Domain - Capital Project Management System	43,315	-	43,315	-	43,315	\$ 42,927	
Infrastructure Projects - District Wide	98,336	-	98,336	-	98,336	\$ 98,336	
Utility Retrofit Project - District Wide	1,587,401	-	1,587,401	-	1,587,401	\$ 1,587,401	
Modular Redistribution Projects (All campuses and BCTC)	2,109,572	-	2,109,572	-	2,109,572	\$ 2,109,573	
Room Renovations - Norco	100,019	-	100,019	-	100,019	\$ 100,019	
ECS Building Upgrade Project - Moreno Valley / Norco	137,265	-	137,265	-	137,265	\$ 137,266	
Industrial Technology Facility Project - Norco	9,715,350	-	9,715,350	18,990,000 a	28,705,350	\$ 9,715,350	
Scheduled Maintenance - Historic - District Wide	180,850	-	180,850	362,942	543,792	\$ 180,850	
Soccer Field/Artificial Turf - Norco	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314	
Safety and Site Improvement Project - Norco	967,442	-	967,442	-	967,442	\$ 967,442	
Center for Student Success - Norco	15,633,873	-	15,633,873	-	15,633,873	\$ 15,633,873	
PBX/Network Operations Centers - Norco	11,277,010	-	11,277,010	-	11,277,010	\$ 11,277,010	
Secondary Effects Project - Norco	16,028,180	-	16,028,180	-	16,028,180	\$ 16,028,180	
2010 IPP/FPP - District - 20.3%	-	-	-	-	-	\$ -	
Groundwater Monitoring Wells - Norco	211,149	-	211,149	16,696	227,845	\$ 211,149	
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -	
Central Plant Boiler Replacement - Norco	161,847	-	161,847	-	161,847	\$ 161,847	
Total Norco Completed Projects	\$ 66,394,016	\$ -	\$ 66,394,016	\$ 19,369,638	\$ 85,763,654	\$ 66,393,630	

**Riverside Community College District
Measure C - Project Commitments Summary
as of March 31, 2019**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/19
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Budget	Project	Actual and Projected State/Other Funding	Total Estimated Project Budget	
<u>In-Progress or Initial Phase</u>							
Feasibility/Planning/Management/Staffing	\$ 1,516,092	\$ 135,050	\$ 1,651,142		\$ -	\$ 1,651,142	\$ 1,284,874
Center for Human Performance - Norco	86,500	-	86,500		- p	86,500	\$ 86,500
Scheduled Maintenance New Allocation - District Wide	580,580	-	580,580		72,430	653,010	\$ 583,642
Self-Generation Incentive Program - Norco	3,110,000	-	3,110,000		- t	3,110,000	\$ 3,084,801
Master Plan Updates - District Wide	178,300	-	178,300		-	178,300	\$ 175,914
Multimedia and Arts Center (MAC) - Norco	114,000	-	114,000		-	114,000	\$ 114,000
Total Norco In-Progress or Initial Phase Projects	\$ 5,585,472	\$ 135,050	\$ 5,720,522		\$ 72,430	\$ 5,792,952	\$ 5,329,731
Total All Norco Projects	\$ 71,979,488	\$ 135,050	\$ 72,114,538		\$ 19,442,068	\$ 91,556,606	\$ 71,723,361
Total Remaining Norco Allocation							\$ (2,460,496)
<u>Proposed/Future Projects</u>							
MAC Secondary Effects	\$ -	\$ 200,000	\$ 200,000		\$ -	\$ 200,000	
Multimedia and Arts Center (MAC) - Norco	-	1,629,000	1,629,000		67,828,000	69,457,000	
Total Norco Proposed /Future Projects	\$ -	\$ 1,829,000	\$ 1,829,000		\$ 67,828,000	\$ 69,657,000	

**Riverside Community College District
Measure C - Project Commitments Summary
as of March 31, 2019**

Project	Project Funding Source						
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 03/31/19	
			\$ 70,310,915				
<u>Completed</u>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 2,635,830	\$ -	\$ 2,635,830	\$ -	\$ 2,635,830	\$ 2,635,830	
GO Bond Issuance Related Expenditures	1,026,409	-	1,026,409	-	1,026,409	\$ 1,026,409	
Phone and Voicemail Upgrades - District Wide	73,639	-	73,639	-	73,639	\$ 73,639	
Computer/Network/System Upgrades - District Wide	211,433	-	211,433	-	211,433	\$ 211,433	
Emergency Phone Project - District Wide	88,318	-	88,318	-	88,318	\$ 88,318	
Long Range Master Plan - District Wide	289,985	-	289,985	-	289,985	\$ 289,985	
Logic Domain - Capital Project Management System	45,022	-	45,022	-	45,022	\$ 44,619	
Infrastructure Projects - District Wide	102,211	-	102,211	-	102,211	\$ 102,211	
Utility Retrofit Project - District Wide	1,388,503	-	1,388,503	-	1,388,503	\$ 1,388,503	
Modular Redistribution Projects (All campuses and BCTC)	3,939,832	-	3,939,832	-	3,939,832	\$ 3,939,831	
ECS Secondary Effects - Moreno Valley	286,227	-	286,227	-	286,227	\$ 286,227	
Hot Water Loop System & Boiler Replacement - Moreno Valley	869,848	-	869,848	-	869,848	\$ 869,848	
ECS Building Upgrade Project - Moreno Valley / Norco	252,296	-	252,296	-	252,296	\$ 252,296	
Scheduled Maintenance - Historic - District Wide	351,322	-	351,322	635,669	986,991	\$ 351,322	
Safety and Site Improvement Project - Moreno Valley	719,827	-	719,827	200,000	919,827	\$ 719,827	
Administrative Move to Humanities Bldg - Moreno Valley	25,990	-	25,990	-	25,990	\$ 25,990	
Food Services Remodel - Moreno Valley	2,649,606	-	2,649,606	28,000	2,677,606	\$ 2,649,606	
Nursing Portables - Moreno Valley	705,338	-	705,338	-	705,338	\$ 705,338	
Learning Gateway Building - Moreno Valley	4,984,261	-	4,984,261	-	4,984,261	\$ 4,984,261	
Audio Visual Upgrade and Lighting Project - Moreno Valley	134,457	-	134,457	-	134,457	\$ 134,457	
Emergency Phones Project - Moreno Valley	341,582	-	341,582	-	341,582	\$ 341,582	
Mechanical Upgrade Project - Moreno Valley	660,245	-	660,245	-	660,245	\$ 660,245	
Physicians Assistant Laboratory Remodel - Moreno Valley	49,191	-	49,191	-	49,191	\$ 49,191	
Science Laboratories Remodel Project - Moreno Valley	302,804	-	302,804	-	302,804	\$ 302,804	
Student/Academic Services Facility Project - Moreno Valley	5,939,817	-	5,939,817	14,036,000 p	19,975,817	\$ 5,939,817	
2010 IPP/FPP - District - 21.1%	-	-	-	-	-	\$ -	

**Riverside Community College District
Measure C - Project Commitments Summary
as of March 31, 2019**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 03/31/19
PBX/Network Operations Centers - Moreno Valley	2,931,707	-	2,931,707	-	2,931,707	\$ 2,931,707
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -
March Dental Education Center - Moreno Valley	9,877,088	-	9,877,088	-	9,877,088	\$ 9,877,088
Total Moreno Valley Completed Projects	\$ 40,882,788	\$ -	\$ 40,882,788	\$ 14,899,669	\$ 55,782,457	\$ 40,882,384
<u>In-Progress or Initial Phase</u>						
Feasibility/Planning/Management/Staffing	\$ 1,575,840	\$ 140,372	\$ 1,716,212	\$ -	\$ 1,716,212	\$ 1,335,509
Health Science Center - Moreno Valley	164,971	-	164,971	-	164,971	\$ 164,971
Ben Clark Public Safety Training Center - Center Status - Moreno Valley	84,500	-	84,500	-	84,500	\$ 64,954
Center for Human Performance - Moreno Valley	112,009	-	112,009	-	112,009	\$ 112,009
Scheduled Maintenance New Allocation - District Wide	603,460	-	603,460	72,430	675,890	\$ 603,462
Library Learning Center - Moreno Valley	143,000	-	143,000	-	143,000	\$ 142,914
Student Services Welcome Center Project - Moreno Valley	14,000,000	-	14,000,000	-	14,000,000	\$ 99,579
Master Plan Updates - District Wide	877,500	-	877,500	-	877,500	\$ 456,239
Total Moreno Valley In-Progress or Initial Phase Projects	\$ 17,561,280	\$ 140,372	\$ 17,701,652	\$ 72,430	\$ 17,774,082	\$ 2,979,637
Total All Moreno Valley Projects	\$ 58,444,068	\$ 140,372	\$ 58,584,440	\$ 14,972,099	\$ 73,556,539	\$ 43,862,021
Total Remaining Moreno Valley Allocation			\$ 11,726,475			
<u>Proposed/Future Projects</u>						
Ben Clark Public Safety Training	\$ -	\$ 10,999,000	\$ 10,999,000	\$ -	\$ 10,999,000	
Total Moreno Valley Proposed /Future Projects	\$ -	\$ 10,999,000	\$ 10,999,000	\$ -	\$ 10,999,000	

**Riverside Community College District
Measure C - Project Commitments Summary
as of March 31, 2019**

Project	Project Funding Source						
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 03/31/19	
Centrally Controlled Allocation			\$ 28,064,477				
Completed							
Utility Infrastructure and IT Upgrade Project - District Wide	\$ 6,232,049	\$ -	\$ 6,232,049	\$ -	\$ 6,232,049	\$ 6,232,049	
District Design Standards	345,032	-	345,032	-	345,032	\$ 345,031	
ADA Transition Plan - District Wide	6,046,162	-	6,046,162	-	6,046,162	\$ 6,046,162	
Total Centrally Controlled Completed Projects	\$ 12,623,243	\$ -	\$ 12,623,243	\$ -	\$ 12,623,243	\$ 12,623,242	
In-Progress or Initial Phase							
IT Upgrade (including audit) - District Wide	\$ 6,000,000	\$ -	\$ 6,000,000	\$ -	\$ 6,000,000	\$ 5,309,780	
Program Contingency - District Wide	4,669,724	-	-	-	-	\$ -	
Program Reserve - District Wide	4,123,070	-	-	-	-	\$ -	
Total Centrally Controlled In-Progress or Initial Phase Projects	\$ 14,792,794	\$ -	\$ 6,000,000	\$ -	6,000,000	\$ 5,309,780	
Total All Centrally Controlled Projects	\$ 27,416,037	\$ -	\$ 18,623,243	\$ -	\$ 18,623,243	\$ 17,933,022	
Total Remaining Centrally Controlled Allocation			\$ 9,441,234				
Total Completed Projects All Sites	\$ 285,942,284	\$ -	\$ 285,942,284	\$ 129,201,245	\$ 415,143,529	\$ 285,930,337	
Total In-Progress or Initial Phase Projects All Sites	\$ 78,515,527	\$ 665,272	\$ 70,388,005	\$ 1,938,307	\$ 72,326,312	\$ 52,919,889	
Total Projects All Sites	\$ 364,457,811	\$ 665,272	\$ 356,330,289	\$ 131,139,552	\$ 487,469,841	\$ 338,850,226	
Total Remaining Allocations			\$ 29,139,361				

04/02/19

By Site totals off due to rounding:

Completed	\$	1
In-Progress	\$	1
Total	\$	2

- a Actual State Construction Act Funding
- d Private donations
- la LaSeirra Funding
- p Projected State Construction Act Funding
- r Redevelopment Funding
- s Actual State Scheduled Maintenance Funding Requiring District Match
- t SGIP Grant Incentives
- h Riverside Community Hospital

**Riverside Community College District
RCC Student Services Building - SPP 876**

<u>Board Approved Initial Measure C Project Budget</u>	<u>Subsequent Approved Budget Adjustments</u>	<u>Current Board Approved Measure C Project Budget</u>	<u>Total Estimated Measure C Project Budget</u>
\$ 31,858,000	\$ (9,556,156)	\$ 22,301,844	\$ 22,301,844

\$ 31,858,000	Beginning project budget - Includes Student Services Building, Lovekin Complex Parking/Tennis, and Grab & Go Food Court (Board Approval 04-17-2012 of \$32,000,000. Initial Measure C Project Budget column should have additional \$142,000 as noted below.)
\$ 142,000	IPP increase included in Board Approval of \$32,000,000. (included in "Subsequent Approved Budget Adjustments" column in error)
\$ (4,475,000)	Split into separate project budget for Lovekin Complex Parking/Tennis (Board Approval 6-19-2012 & 8/20/13)
\$ (1,600,000)	Split into separate project budget for Grab & Go Food Court (Board Approval 6-19-2012 & 8/20/13). Project subsequently cancelled/decommitted.
\$ (3,623,156)	Project closeout (Board Approval 12-11-19)
\$ (9,556,156)	Subsequent Budget Adjustments
\$ 22,301,844	Final Project Budget



Agenda Item (VIII-E-1)

Meeting	4/17/2012 - Regular
Agenda Item	Committee - Resources (VIII-E-1)
Subject	Establishment of the New Student Services Building Project Budget
College/District	Riverside
Funding	RCC Measure C Allocation
Recommended Action	It is recommended that the Board of Trustees approve the initial project budget for the new Student Services Building and ancillary projects in the amount of \$32,000,000.

Background Narrative:

In December 2011 the Riverside City College President accepted the Strategic Planning Executive Council recommendation to construct a new Student Services Building as well as ancillary projects described herein and referred to as the Short Term Phase of the College's Revised Facility Master Plan.

The Short Term Phase of the College Revised Facility Master Plan addresses four critical elements not previously or appropriately considered in the College's 2008 Facility Master Plan:

1. Student Services - student services are dispersed among portable and permanent structures at a dozen locations across the campus. These facilities are difficult for students to find and navigate therefore hampering the ability of the College to serve and assist students appropriately. The proposed location will unify student services into one location at the College's "front-door" (Terracina & Magnolia) and adjacent to student parking.
2. Parking - due to the construction of the Math/Science, School of Nursing and Riverside Aquatics Complex the College lost in excess of 600 parking spaces. Additionally, the College will lose approximately 200 spaces when the new Cosmetology Building is constructed. Therefore, to maintain the student to parking space ratio of 4:1 and to avoid the necessity of future off-site parking with shuttle this project will provide an additional 500 spaces.
3. Food Service - the project proposes the establishment of a food service venue on the Digital Library ground floor plaza. With the renovation of the Paul Quadrangle and the new Math/Science and School of Nursing buildings the majority of classrooms and therefore the academic "center of gravity" has shifted to the west side. The new café will provide "grab-n-go" food and beverages with a small indoor/outdoor seating area.
4. Facility Efficiency and Operating Cost - the high capacity/load ratio due to the completion of new the Math/Science and School of Nursing buildings requires the College to consolidate instructional activities by reducing the number of temporary buildings. Improved facility efficiency will enable the College to be more competitive for State funded projects and reduce operating cost associated with older and non-permanent buildings.

Prepared By: Cynthia Azari, President, Riverside City College
Norm Godin, Vice President

Attachments:

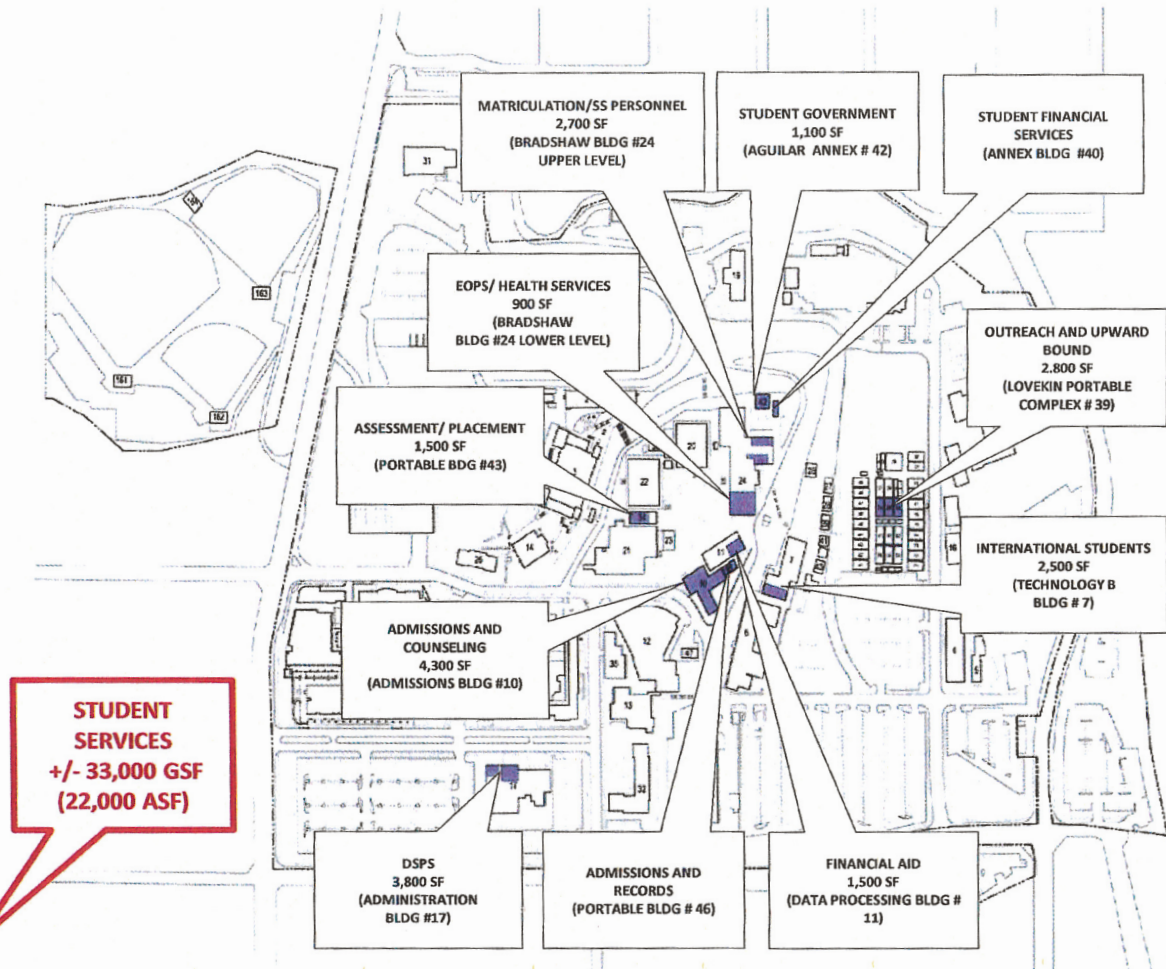
[RCC Student Services Building Project](#)

Introduction

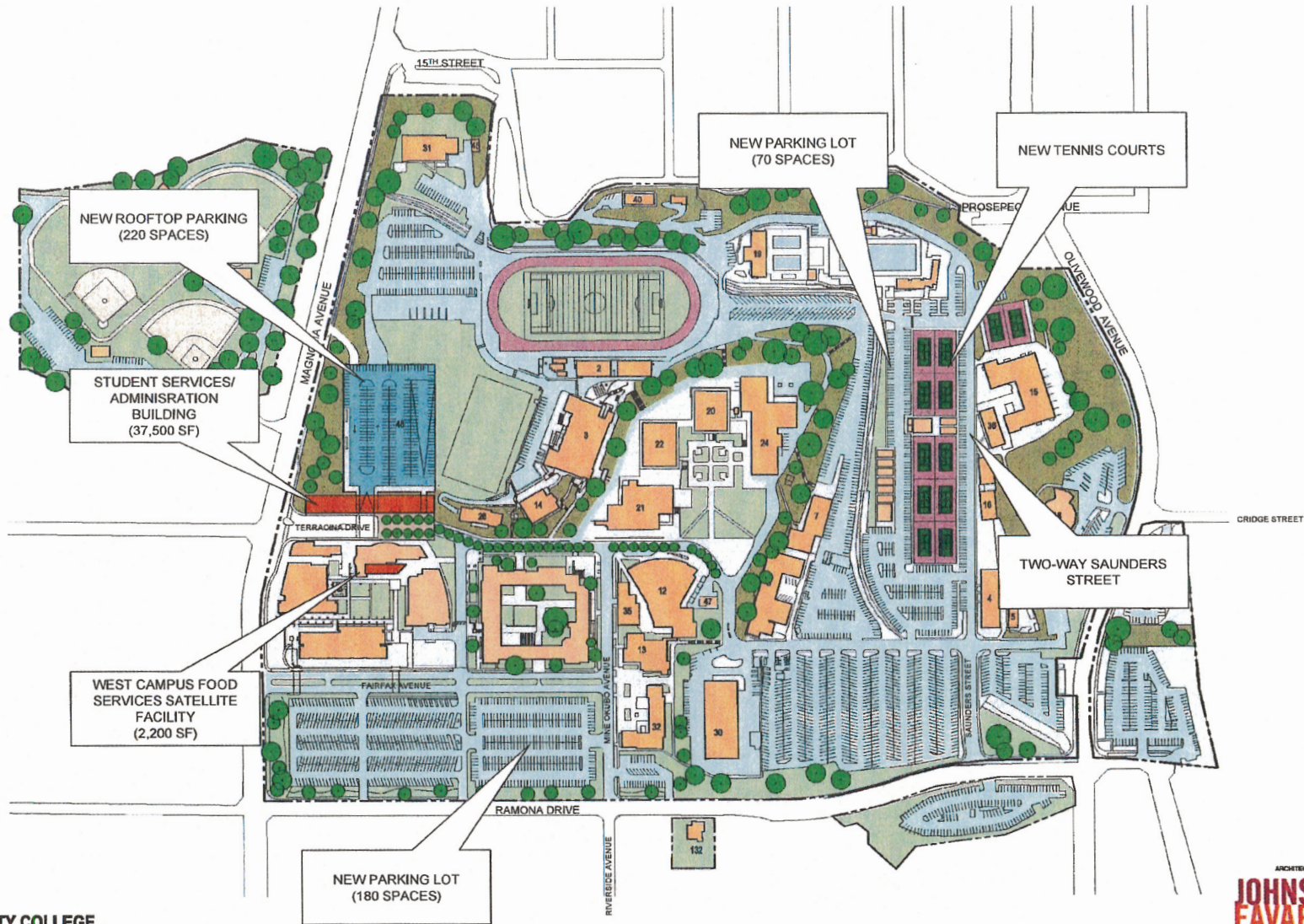
Short Term Needs

- 500 parking spaces

STUDENT SERVICES			
BLDG #	BUILDING NAME	PROGRAM AREA	FLOOR AREA
10	CESAR CHAVEZ	REGISTRATION, ADMISSIONS	4,300
46	ADMISSIONS AND RECORDS PORTABLE	RECORDS	900
34	ASSESSMENT PORTABLE	ASSESSMENT AND PLACEMENT	1,500
24	BRADSHAW	ADMIN, EOPS, HEALTH SERVICES	3,600
17	ADMINISTRATION	DSPS	3,800
7	TECHNOLOGY B	INTERNATIONAL STUDENTS	2,500
39	LOVEKIN PORTABLE COMPLEX	OUTREACH AND UPWARD BOUND	2,800
40	STUDENT FINANCIAL SERVICES ANNEX	STUDENT FINANCIAL SERVICES	400
42	AQUILAR PATIO ANNEX	STUDENT GOVERNMENT	1,200
11	DATA PROCESSING	FINANCIAL AID	1,500
TOTAL ASF:			22,500
TOTAL GSF:			33,000



Short Term Needs



RIVERSIDE CITY COLLEGE
 HORIZON ONE MASTERPLAN - PHASE 1
 SCALE: 1"=40'-0"

ARCHITECT
**JOHNSON
 FAVARO**
 Architects and Urban Design
 8888 Bluebonnet Street, Ground Floor
 Dallas, TX 75243
 (214) 358-9500 • Fax: 358-9500



Agenda Item (VIII-D-2)

Meeting	6/19/2012 - Regular
Agenda Item	Committee - Facilities (VIII-D-2)
Subject	Project Budget Approval and Architect Agreements for Student Services Building – Small Projects with Higginson + Cartozian Architects, Inc.
College/District	Riverside
Funding	Riverside City College Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve (1) a budget in the total amount of \$4,269,125 from the Student Services Building project budget for the small projects including the Food Services 'grab-n-go' Facility, and Lovekin Parking/Tennis projects; (2) approve the architect agreements with Higginson + Cartozian Architects, Inc. in the amounts of \$94,550 and \$204,000 respectively for these small ancillary projects.

Background Narrative:

On April 17, 2012, the Board of Trustees approved the establishment of a project budget in the amount of \$32 million for the Student Services Building and ancillary projects located at Riverside City College. The project budget includes two ancillary projects; a Food Services 'grab-n-go' Facility located on the plaza level of the Digital Library and site improvements at the Lovekin Complex of which will include the removal of certain portable units and related site improvements to construct added surface parking and new tennis courts. The latter project also includes the removal of tennis courts from the existing parking structure and ITS conversion to parking on the parking structure.

The College, through its strategic planning process, now requests approval of tentative budgets for two small (ancillary) projects within the Student Services Building project: Food Services 'grab-n-go' Facility (GNG) project and Lovekin Parking/Tennis (LPT) project. Both projects are to be funded using the approved Student Services Building project budget in the total amount of \$4,269,125 (GNG \$891k / LPT \$3,378,125).

Additionally, the College is recommending that the District enter into agreements with Higginson + Cartozian Architects, Inc. to provide schematic design, design development, construction documents, Division of the State Architect (DSA) approval, construction administration and DSA certification for the forementioned ancillary projects both of which are components of the larger Student Services Building project.

1) Architectural services at a fixed fee amount of \$94,550 for the Food Services 'grab-n-go' Facility;

2) Architectural services at a fixed fee amount of \$204,000 for the Lovekin Modular Unit Removal, Lovekin site improvements and Parking Structure Tennis Court conversion to Parking.

Prepared By: Cynthia Azari, President, Riverside City College



Agenda Item (VIII-D-2)

Meeting	8/20/2013 - Regular
Agenda Item	Committee - Resources (VIII-D-2)
Subject	Budget Refinement for Student Services Building and Ancillary Projects Budget
College/District	Riverside
Funding	College Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve a project budget refinement for the various components of Student Services Building and Ancillary Projects Budget, from the \$32 million total project budget.

Background Narrative:

At the April 17, 2012 Board of Trustees meeting, the Board considered and approved a Project Budget for a new Student Services Building and ancillary projects in the amount of \$32 million. While the report narrative outlined the elements of the project in generalities, a breakdown of scope and budget allocation of the \$32 million was not specified.

At this time, the outline of scope and project components are well understood and therefore budget allocation of the \$32 million can be presented and considered by the board. Earlier at the June 19, 2012 meeting, two of the ancillary project components were approved but the funding allocation provided needs to be adjusted; so providing an allocation for all six components of the \$32 million will assure budget allocation and compliance for the entire \$32 million. Each component will conform to its budget allocation to assure that all projects elements of the \$32 million overall project will be accomplished, as overall planned and budgeted.

Exhibit 1 (attached) denotes the six components that are included in the \$32 million Student Services Building and Ancillary Projects Budget, and are themselves refinements to the overall scope presented to the board in April 17, 2012 for the initial budget approval.

At the Board Committee meeting on August 6, questions to the scope of the Grab-n-Go Café arose. Staff noted that information on that ancillary project would be provided. Exhibit 2 (attached) is the floor/ site plan for the Grab-n-Go Café, along with the cost breakdown for the \$1.6 million allocated.

Prepared By: Wolde-Ab Isaac, Interim President, Riverside
Charlie Wyckoff, Interim Vice President, Business Services, RCC
Chris Carlson, Chief of Staff & Facilities Development
John Baker, Interim-Director of Construction

Attachments:

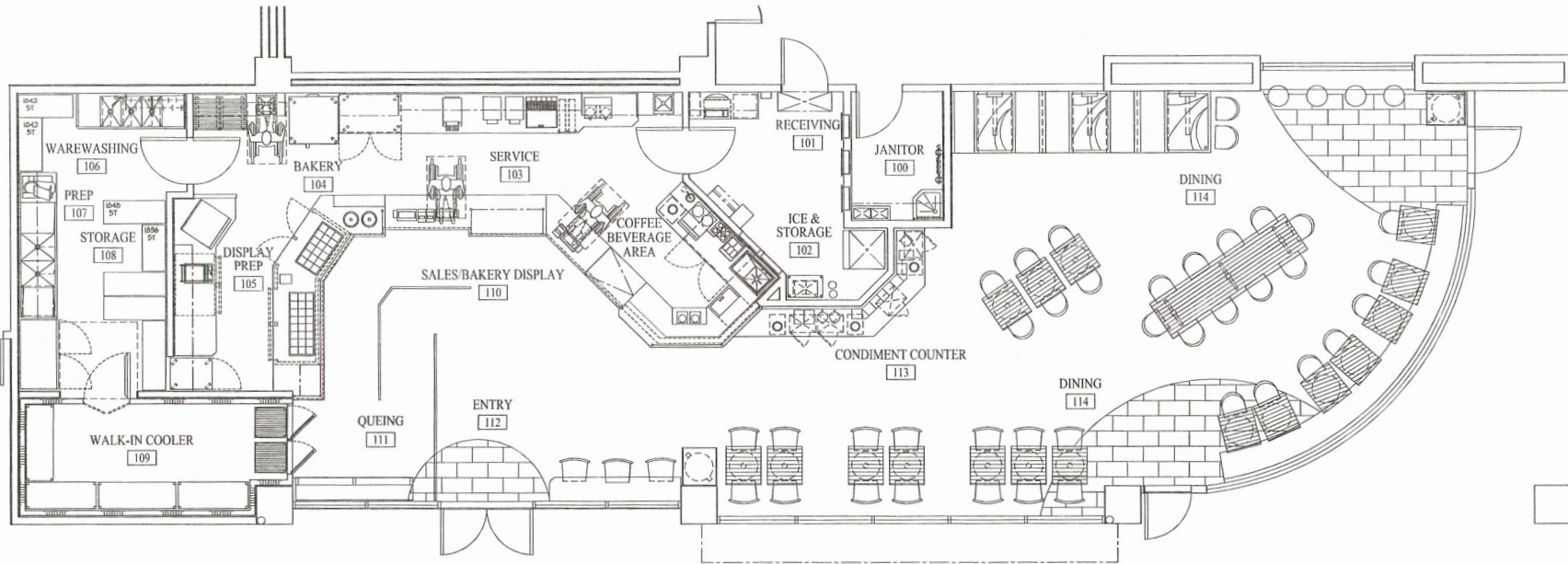
[Project Budget Breakdown for \\$32 Million
Cafe \(Grab and Go\) Plan and Cost Breakdown](#)

Exhibit 1

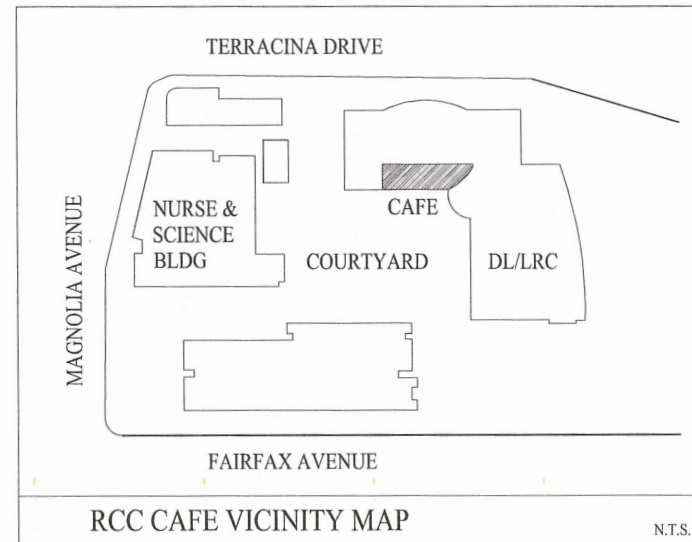
RIVERSIDE CITY COLLEGE: STUDENT SERVICES BUILDING PROJECT BUDGET

Project Component	Project Budget
Student Services/Administration Building-Phase I	\$ 24,375,000
Student Services/Administration Building-Phase II	\$ 1,550,000
Lovekin Complex Portable Bldg Relocation/Grading	\$ 2,000,000
Lovekin Complex Tennis Courts	\$ 2,250,000
Lovekin Complex/Parking Structure Restriping	\$ 225,000
DL/LRC Grab-n-Go Café	\$ 1,600,000
TOTAL	\$ 32,000,000

EXHIBIT 2 - RCC GRAB-N-GO CAFE



Grab-n-Go Café Project Cost Outline	
Architectural & Engineering Consultant Services & Agency Approvals	\$137,316.00
Site Preparation/ Construction	\$705,614.00
General Contractor Contingencies, Overhead/ Profit, and Bonds/ Insurance	\$151,900.00
Test and Inspections	\$50,752.00
Construction Contingencies	\$112,018.00
Technology/ Kitchen Equipment (Direct Purchase by RCCD)	\$442,400.00
Total Estimated Project Cost	\$1,600,000.00



HIGGINSON + CARTOZIAN ARCHITECTS, INC.
1425 WEST PARK AVENUE
REDLANDS, CALIFORNIA 92373
PH: (909) 793-3100 FAX: (909) 793-3140
WEBSITE: hcaarch.com

This plan / design may not be copied, reproduced or assigned to any third party without the written consent of Higginson + Cartozian Architects, Inc. Copyright 2012



TriMark
Robert Clark
Foodservice Design, Equipment and Supplies
2801 McLaugh Avenue, Suite B
Irvine, CA 92614
Tel: (949) 753-7171 Fax: (949) 753-7174



Riverside City Campus
Riverside Community College District

DATE: 08/07/13 USA REVISIONS
DATE:
DATE:
CHECKED BY: M.H. DRAWN BY: P.A.J. B.J.M.
DATE: JULY 26, 2013-USA COMMENTS

EQUIPMENT FLOOR PLAN

K-3.1 P

N.T.S.

Agenda Item (VI-B-8-a)

Meeting	12/11/2018 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Project Savings Reconciliation to Adjust Measure C Project Budgets
College/District	District
Funding	Measure C
Recommended Action	It is recommended that the Board of Trustees approve the adjusted budgets for the projects identified on the Project Savings Reconciliation report and return the project savings totaling \$3,689,245 to the originating college/district/fund.

Background Narrative:

A Project Savings Reconciliation (PSR) report is presented for the Board's review and consideration. The PSR is intended to reconcile Board of Trustees approved Measure C project budgets with actual completed project expenditures. The net project savings shown on the PSR is \$3,689,245. Action on this item will permit unused project funds to be returned to each of the college/district/funds identified on the PSR and will become available for future projects.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services
Bart Doering, Facilities Development Director

Attachments:

[12112018_Project Savings Reconciliation Report](#)

PROJECT SAVINGS RECONCILIATION BY COLLEGE/DISTRICT - MEASURE C PROJECTS											
Project Title	Approved Project Budget	State and Local Funding	Measure C Funding	Measure C Expenditures	Measure C Project Savings (Shortfall)	Notes	MVC	NC	RCC	DISTRICT	CENTRALLY CONTROLLED FUNDS
RIVERSIDE CITY COLLEGE PROJECTS											
RCC Cellular Repeater Booster System 889	\$ 25,000	\$ -	\$ 25,000	\$ 18,879	\$ 6,121	Project Complete			\$ 6,121		
Student Services Bldg. - Ph. I and Ph. II 876	\$ 25,925,000	\$ -	\$ 25,925,000	\$ 22,301,844	\$ 3,623,156	Project Complete			\$ 3,623,156		
TOTAL RCC					\$ 3,629,277		\$ -	\$ -	\$ 3,629,277	\$ -	\$ -
DISTRICT PROJECTS											
Electronic Contract Document Storage 873	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	Project Cancelled	\$ 10,550	\$ 10,150	\$ 26,350	\$ 2,950	
TOTAL DISTRICT					\$ 50,000		\$ 10,550	\$ 10,150	\$ 26,350	\$ 2,950	\$ -
CENTRALLY CONTROLLED PROJECTS											
District Design Standards 875	\$ 355,000		\$ 355,000	\$ 345,032	\$ 9,968	Project Complete - funds go back to Program Contingency					\$ 9,968
TOTAL CENTRALLY CONTROLLED					\$ 9,968		\$ -	\$ -	\$ -	\$ -	\$ 9,968
TOTAL PROJECT SAVINGS					\$ 3,689,245		\$ 10,550	\$ 10,150	\$ 3,655,627	\$ 2,950	\$ 9,968

Riverside Community College District
Measure C - Capital Program Executive Summary Report
As of March 31, 2019

	Moreno Valley College	Norco College	Riverside City College	District	Centrally Controlled			Total
					Approved Projects	Program Reserve	Program Contingency	
Original Measure C Allocation Split	\$ 69,200,000	\$ 66,300,000	\$ 173,100,000	\$ 19,200,000	\$ 19,300,000	\$ 24,000,000	\$ 10,000,000	\$ 381,100,000
Redistribution of Specific Donations/Rebates	\$ (1,086,934)	\$ (975,883)	\$ 3,293,229	\$ (326,040)	\$ -	\$ (642,104)	\$ (262,268)	
Income Distribution Through June 30, 2018	\$ 542,389	\$ 1,147,238	\$ 2,152,531	\$ 139,690	\$ -	\$ 275,340	\$ 112,462	\$ 4,369,649
Additional Allocation from Centrally Controlled	\$ 1,655,460	\$ 3,182,687	\$ 14,256,756	\$ 5,624,050	\$ (28,317)	\$ (19,510,166)	\$ (5,180,470)	\$ -
Total Measure C Allocation	\$ 70,310,915	\$ 69,654,042	\$ 192,802,516	\$ 24,637,700	\$ 19,271,683	\$ 4,123,070	\$ 4,669,724	\$ 385,469,649
Project Commitments	\$ (58,584,440)	\$ (72,114,538)	\$ (185,100,664)	\$ (21,907,401)	\$ (18,623,243)	\$ -	\$ -	\$ (356,330,286)
Remaining Uncommitted Funds	\$ 11,726,475	\$ (2,460,496)	\$ 7,701,852	\$ 2,730,299	\$ 648,440	\$ 4,123,070	\$ 4,669,724	\$ 29,139,364

Riverside Community College District
Measure C - Capital Program Executive Summary Report
As of March 31, 2019

MORENO VALLEY COLLEGE					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 69,200,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ (1,086,934)	\$ 68,113,066
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018				\$ 542,389	\$ 68,655,455
APPROVED PROJECTS					
Certificates of Participation (93 & 01 Refunding)	\$ 2,635,830	\$ 2,635,830	\$ -	\$ -	\$ 66,019,625
CO Bond Issuance Related Expenditures	\$ 1,026,409	\$ 1,026,409	\$ -	\$ -	\$ 64,993,216
District Phone & VM upgrade	\$ 73,639	\$ 73,639	\$ -	\$ -	\$ 64,919,577
ECS Secondary Effects	\$ 286,227	\$ 286,227	\$ -	\$ -	\$ 64,633,350
Emergency Phone Project	\$ 88,318	\$ 88,318	\$ -	\$ -	\$ 64,545,032
Long Range Master Plans	\$ 289,985	\$ 289,985	\$ -	\$ -	\$ 64,255,047
Hot Water Loop System & Boiler Replacement	\$ 869,848	\$ 869,848	\$ -	\$ -	\$ 63,385,199
Logic Domain- CMP System	\$ 45,022	\$ 45,022	\$ -	\$ -	\$ 63,340,177
Infrastructure Projects (IT Upgrade)	\$ 102,211	\$ 102,211	\$ -	\$ -	\$ 63,237,966
Utility Retrofit Project (NORESKO)	\$ 1,388,503	\$ 1,388,503	\$ -	\$ -	\$ 61,849,463
Modular Redistribution Projects	\$ 3,945,332	\$ 3,939,832	\$ -	\$ -	\$ 57,909,631
Scheduled Maintenance Match (Historical)	\$ 351,322	\$ 351,322	\$ 635,669	\$ -	\$ 57,558,309
ECS Bldg. Upgrade	\$ 252,296	\$ 252,296	\$ -	\$ -	\$ 57,306,013
District Computer/Network System Upgrade	\$ 211,433	\$ 211,433	\$ -	\$ -	\$ 57,094,580
Safety & Site Improvement Project	\$ 919,827	\$ 719,827	\$ 200,000	\$ -	\$ 56,374,753
Food Services Remodel (& Int facilities)	\$ 2,654,335	\$ 2,649,606	\$ 28,000	\$ -	\$ 53,725,147
Network Operations Center	\$ 3,524,082	\$ 2,931,707	\$ -	\$ -	\$ 50,793,440
Learning Gateway Building & Lions Lot	\$ 5,269,307	\$ 4,984,261	\$ -	\$ -	\$ 45,809,179
Student Academic Services-Phase III	\$ 21,080,265	\$ 5,939,817	\$ 14,036,000	\$ -	\$ 39,869,362
Science Lab Remodel (Phase I&II)	\$ 500,000	\$ 302,804	\$ -	\$ -	\$ 39,566,558
Feasibility/Planning/Mngmnt/Staffing	\$ 1,716,212	\$ 1,716,212	\$ -	\$ -	\$ 37,850,346
Scheduled Maintenance (2010+) (\$640Kx5 years)	\$ 1,080,320	\$ 603,460	\$ 72,430	\$ -	\$ 37,246,886
Nursing Portables	\$ 705,338	\$ 705,338	\$ -	\$ 705,338	\$ 37,246,886
A/V & Lighting Hum 129 & SS 101	\$ 200,000	\$ 134,457	\$ -	\$ -	\$ 37,112,429
MVC Master Plan Update	\$ 877,500	\$ 877,500	\$ -	\$ 186,000	\$ 36,420,929
Electronic Contract Document Storage	\$ 10,550	\$ -	\$ -	\$ -	\$ 36,420,929
Dental Education Center	\$ 10,700,181	\$ 9,877,088	\$ -	\$ 373,349	\$ 26,917,190
Adm Move to Humanities	\$ 25,990	\$ 25,990	\$ -	\$ -	\$ 26,891,200
Mechanical Upgrade Projects	\$ 875,000	\$ 660,245	\$ -	\$ -	\$ 26,230,955
2013 FPP/IPP	\$ -	\$ -	\$ -	\$ -	\$ 26,230,955
Emergency Phone Repairs	\$ 450,000	\$ 341,582	\$ -	\$ 341,582	\$ 26,230,955
Physician Asst Lab Remodel	\$ 120,000	\$ 49,191	\$ -	\$ 49,191	\$ 26,230,955
MVC Student Services Welcome Center	\$ 14,000,000	\$ 14,000,000	\$ -	\$ -	\$ 12,230,955
Health Science Center - MVC	\$ 164,971	\$ 164,971	\$ -	\$ -	\$ 12,065,984
BCTC Center	\$ 84,500	\$ 84,500	\$ -	\$ -	\$ 11,981,484
Center for Human Performance	\$ 112,009	\$ 112,009	\$ 30,350,000	\$ -	\$ 11,869,475
Library Learning Center	\$ 143,000	\$ 143,000	\$ 27,578,000	\$ -	\$ 11,726,475
Remaining Measure C Funds					\$ 11,726,475
	\$ 76,779,762	\$ 58,584,440	\$ 72,900,099	\$ 1,110,915	
5 YEAR CCP					
BCTC Center	\$ 10,999,000	\$ 10,999,000	\$ -		

Measure C Summary

Original Measure C Allocation	\$ 69,200,000
Additional Measure C Allocation	\$ 1,110,915
Total Measure C Allocation	\$ 70,310,915

Riverside Community College District
Measure C - Capital Program Executive Summary Report
As of March 31, 2019

NORCO COLLEGE					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 66,300,000
From Centrally Controlled - Program Contingency				\$ 500,000	\$ 66,800,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ (975,883)	\$ 65,824,117
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018				\$ 1,147,238	\$ 66,971,355
APPROVED PROJECTS					
Certificates of Participation (93 & 01 Refunding)	\$ 2,535,893	\$ 2,535,893	\$ -	\$ -	\$ 64,435,462
CO Bond Issuance Related Expenditures	\$ 987,493	\$ 987,493	\$ -	\$ -	\$ 63,447,969
District Phone & Voicemail Upgrades	\$ 70,847	\$ 70,847	\$ -	\$ -	\$ 63,377,122
Room Renovations	\$ 100,019	\$ 100,019	\$ -	\$ -	\$ 63,277,103
Emergency Phone Project	\$ 102,773	\$ 102,773	\$ -	\$ -	\$ 63,174,330
Long Range Master Plans	\$ 362,670	\$ 362,670	\$ -	\$ -	\$ 62,811,660
Logic Domain- CPM System	\$ 43,315	\$ 43,315	\$ -	\$ -	\$ 62,768,345
Infrastructure Project (IT Upgrade)	\$ 98,336	\$ 98,336	\$ -	\$ -	\$ 62,670,009
Utility Retrofit Project (NORESCO)	\$ 1,587,401	\$ 1,587,401	\$ -	\$ -	\$ 61,082,608
Modular Redistribution Project	\$ 2,109,572	\$ 2,109,572	\$ -	\$ -	\$ 58,973,036
Scheduled Maintenance Match (Historic)	\$ 180,850	\$ 180,850	\$ 362,942	\$ -	\$ 58,792,186
ECS Building Upgrade	\$ 137,265	\$ 137,265	\$ -	\$ -	\$ 58,654,921
Industrial Technology Facility-PhaseII	\$ 28,800,284	\$ 9,715,350	\$ 18,990,000	\$ -	\$ 48,939,571
District Computer Network/Systems Upgrade	\$ 203,417	\$ 203,417	\$ -	\$ -	\$ 48,736,154
Soccer Field Turf/Locker Rooms	\$ 3,904,973	\$ 3,879,314	\$ -	\$ -	\$ 44,856,840
Site & Safety Improvements-3rd St	\$ 967,442	\$ 967,442	\$ -	\$ -	\$ 43,889,398
Center for Student Success	\$ 15,635,918	\$ 15,633,873	\$ -	\$ -	\$ 28,255,525
Norco Operations Center (PBX/M&O)	\$ 11,775,000	\$ 11,277,010	\$ -	\$ -	\$ 16,978,515
Secondary Effects project (SSC & ITB)	\$ 16,044,292	\$ 16,028,180	\$ -	\$ 35,288	\$ 985,623
Groundwater Mont Wells Disposition	\$ 517,660	\$ 211,149	\$ 16,696	\$ 211,149	\$ 985,623
Feasibility/Planning/Mngmnt/Staffing	\$ 1,651,142	\$ 1,651,142	\$ -	\$ -	\$ (665,519)
Scheduled Maintenance (2010+) \$640Kx5 yrs)	\$ 580,580	\$ 580,580	\$ 72,430	\$ -	\$ (1,246,099)
Master Plan Update	\$ 178,300	\$ 178,300	\$ -	\$ -	\$ (1,424,399)
Electronic Contract Document Storage	\$ 10,150	\$ -	\$ -	\$ -	\$ (1,424,399)
Central Plant Boiler Replacement	\$ 161,847	\$ 161,847	\$ -	\$ -	\$ (1,586,246)
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ (1,586,246)
Self Generating Inc. Program (Fuel Cell)	\$ 3,110,000	\$ 3,110,000	\$ -	\$ 2,436,250	\$ (2,259,996)
Center for Human Perf & Kinesiology	\$ 86,500	\$ 86,500	\$ 33,869,000	\$ -	\$ (2,346,496)
Multimedia & Arts Center (MAC)	\$ 114,000	\$ 114,000	\$ -	\$ -	\$ (2,460,496)
Remaining Measure C Funds					\$ (2,460,496)
	\$ 92,057,939	\$ 72,114,538	\$ 53,311,068	\$ 3,354,042	
5 YEAR CCP					
Multimedia & Arts Center (MAC)	\$ 69,457,000	\$ 1,629,000	\$ 67,828,000		
Secondary Effects of MAC	\$ 200,000	\$ 200,000	\$ -		

Measure C Summary

Original Measure C Allocation	\$ 66,300,000
Additional Measure C Allocation	\$ 3,354,042
Total Measure C Allocation	\$ 69,654,042

Riverside Community College District
Measure C - Capital Program Executive Summary Report
As of March 31, 2019

RIVERSIDE CITY COLLEGE					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 173,100,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ 3,293,229	\$ 176,393,229
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018				\$ 2,152,531	\$ 178,545,760
APPROVED PROJECTS					
<i>Certificates of Participation (93 & 01 Refunding)</i>	\$ 6,583,329	\$ 6,583,329	\$ -	\$ -	\$ 171,962,431
<i>CO Bond Issuance Related Expenditures</i>	\$ 2,563,591	\$ 2,563,591	\$ -	\$ -	\$ 169,398,840
Bridge Space	\$ 1,175,132	\$ 1,175,132	\$ -	\$ -	\$ 168,223,708
District Phone and Voicemail Upgrades	\$ 183,923	\$ 183,923	\$ -	\$ -	\$ 168,039,785
MLK Renovation	\$ 8,010,091	\$ 1,010,614	\$ 6,999,477	\$ -	\$ 167,029,171
Swing Space (Lovekin)	\$ 4,273,734	\$ 4,273,734	\$ -	\$ -	\$ 162,755,437
Wheelock Field (Phase I)	\$ 4,516,435	\$ 4,516,435	\$ -	\$ -	\$ 158,239,002
Parking Structure (Phase II)	\$ 20,940,662	\$ 20,940,662	\$ -	\$ -	\$ 137,298,340
Emergency Phones	\$ 178,626	\$ 178,626	\$ -	\$ -	\$ 137,119,714
PBX Building	\$ 428,119	\$ 428,119	\$ -	\$ -	\$ 136,691,595
Long Range Plans	\$ 786,422	\$ 786,422	\$ -	\$ -	\$ 135,905,173
Logic Domain/PM system	\$ 112,449	\$ 112,449	\$ -	\$ -	\$ 135,792,724
Infrastructure (IT Upgrade)	\$ 255,286	\$ 255,286	\$ -	\$ -	\$ 135,537,438
Utility Retrofit (NORESCO)	\$ 3,205,284	\$ 3,205,284	\$ -	\$ -	\$ 132,332,154
Stokoe ILC (Phases I & II)	\$ 9,844,137	\$ 7,399,505	\$ 2,444,632	\$ -	\$ 124,932,649
Modular Redistribution	\$ 2,376,458	\$ 2,376,458	\$ -	\$ -	\$ 122,556,191
Scheduled Maintenance Match (Past)	\$ 2,387,444	\$ 870,873	\$ 1,516,571	\$ -	\$ 121,685,318
Quad Modernization	\$ 21,725,807	\$ 9,171,807	\$ 12,554,000	\$ -	\$ 112,513,511
Bradshaw Bldg Electrical (Emergency)	\$ 366,353	\$ 366,353	\$ -	\$ -	\$ 112,147,158
District Computer Network System Upgrades	\$ 528,081	\$ 528,081	\$ -	\$ -	\$ 111,619,077
Wheelock Gym, Seismic Retrofit	\$ 190,631	\$ 190,631	\$ -	\$ -	\$ 111,428,446
Food Services Remodel & Interim Facilities	\$ 1,015,705	\$ 987,705	\$ -	\$ -	\$ 110,440,741
Nursing, Science & Math Complex	\$ 63,712,000	\$ 16,347,203	\$ 45,439,400	\$ 467,028	\$ 94,560,566
Riverside Aquatics Complex	\$ 11,028,683	\$ 10,874,233	\$ -	\$ -	\$ 83,686,333
Wheelock Gym, Seismic Retrofit-Phase II	\$ 22,564,995	\$ 12,918,309	\$ 9,165,000	\$ 72,966	\$ 70,840,990
Coil School for the Arts	\$ 43,088,000	\$ 25,736,076	\$ 16,812,858	\$ 8,100,000	\$ 53,204,914
Culinary Arts Academy & District Offices	\$ 17,326,888	\$ 16,989,009	\$ 812,379	\$ 5,616,762	\$ 41,832,667
Quad Basement Remodel	\$ 467,000	\$ 352,941	\$ -	\$ -	\$ 41,479,726
Black Box Theatre Remodel (Plans only)	\$ 10,955	\$ 10,955	\$ -	\$ -	\$ 41,468,771
Remodel of Tech A (Plans only)	\$ 11,375	\$ 11,375	\$ -	\$ -	\$ 41,457,396
Feasibility/Ping/Mngt/Staffing	\$ 4,286,464	\$ 4,286,464	\$ -	\$ -	\$ 37,170,932
Interim Parking (Lot 33)	\$ 177,023	\$ 177,023	\$ -	\$ -	\$ 36,993,909
Scheduled Maintenance (2010+ \$640K/yr x 5 yr)	\$ 1,507,220	\$ 1,507,220	\$ 168,690	\$ -	\$ 35,486,689
Parking Structure Fall Deterrent	\$ 7,576	\$ 7,576	\$ -	\$ -	\$ 35,479,113
Master Plan Updates	\$ 577,000	\$ 577,000	\$ -	\$ -	\$ 34,902,113
Student Services Building-Phase I	\$ 24,375,000	\$ 20,751,844	\$ -	\$ -	\$ 14,150,269
Student Services Building-Phase II	\$ 1,550,000	\$ 1,550,000	\$ -	\$ -	\$ 12,600,269
Electronic Contract Document Storage	\$ 26,350	\$ -	\$ -	\$ -	\$ 12,600,269
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 12,600,269
Food Srvc / Café Grab n Go	\$ 1,600,000	\$ 81,372	\$ -	\$ -	\$ 12,518,897
Lovekin Parking/Tennis-Portable Relocation	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ 10,518,897
Lovekin Parking/Tennis-Tennis Courts	\$ 2,250,000	\$ 2,250,000	\$ -	\$ -	\$ 8,268,897
Lovekin Parking/Tennis-Parking Structure	\$ 225,000	\$ 101,724	\$ -	\$ -	\$ 8,167,173
Athletic Office Remodel(Wheelock)	\$ 147,706	\$ 95,942	\$ -	\$ -	\$ 8,071,231
Cellular Repeater Booster System	\$ 25,000	\$ 18,879	\$ -	\$ -	\$ 8,052,352
Life Science / Physical Science Remodel	\$ 208,000	\$ 208,000	\$ -	\$ -	\$ 7,844,352
Cosmetology Building	\$ 142,500	\$ 142,500	\$ -	\$ -	\$ 7,701,852

RIVERSIDE CITY COLLEGE					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
Remaining Measure C Funds					\$ 7,701,852
	\$ 288,962,434	\$ 185,100,664	\$ 95,913,007	\$ 19,702,516	
5 YEAR CCP					
Life Science / Physical Science Remodel	\$ 28,659,000	\$ 6,883,000	\$ 21,776,000		
MLK Renovation	\$ 18,780,000	\$ 1,871,000	\$ 16,909,000		
Cosmetology Building	\$ 23,098,000	\$ 1,871,000	\$ 21,227,000		

Measure C Summary

Original Measure C Allocation	\$ 173,100,000
Additional Measure C Allocation	\$ 19,702,516
Total Measure C Allocation	<u>\$ 192,802,516</u>

Riverside Community College District
Measure C - Capital Program Executive Summary Report
As of March 31, 2019

RCCD DISTRICT PROJECTS					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 19,200,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ (326,040)	\$ 18,873,960
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018				\$ 139,690	\$ 19,013,650
APPROVED PROJECTS					
<i>Certificates of Participation (93 & 01 Refunding)</i>	\$ 737,033	\$ 737,033	\$ -	\$ -	\$ 18,276,617
<i>CO Bond Issuance Related Expenditures</i>	\$ 287,005	\$ 287,005	\$ -	\$ -	\$ 17,989,612
District Phone and Voicemail Upgrades	\$ 20,591	\$ 20,591	\$ -	\$ -	\$ 17,969,021
RCCD Systems Office (Market St)	\$ 2,629,981	\$ 2,629,981	\$ -	\$ -	\$ 15,339,040
Emergency Phones	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 15,329,040
Logic Domain/PM System	\$ 12,589	\$ 12,589	\$ -	\$ -	\$ 15,316,451
Infrastructure (IT Upgrade)	\$ 28,580	\$ 28,580	\$ -	\$ -	\$ 15,287,871
District Computer/Network Sys Upgr	\$ 59,121	\$ 59,121	\$ -	\$ -	\$ 15,228,750
Culinary Art Academy & Dist Offc	\$ 18,384,389	\$ 16,607,009	\$ 812,379	\$ 5,616,760	\$ 4,238,501
Swing Space - Market Street Properties	\$ 866,500	\$ 737,303	\$ -	\$ -	\$ 3,501,198
Feasibility/PIng/Mngt/Staffing	\$ 479,889	\$ 479,889	\$ -	\$ -	\$ 3,021,309
Scheduled Maint. New Allocation - District Wide	\$ 168,740	\$ 168,740	\$ -	\$ -	\$ 2,852,569
DSA Close-Out	\$ 75,000	\$ 7,290	\$ -	\$ 7,290	\$ 2,852,569
Alumni Carriage House Restroration	\$ 150,000	\$ 122,270	\$ -	\$ -	\$ 2,730,299
Electronic Contract Document Storage	\$ 5,900	\$ -	\$ -	\$ -	\$ 2,730,299
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 2,730,299
Remaining Measure C Funds					\$ 2,730,299
	\$ 23,915,318	\$ 21,907,401	\$ 812,379	\$ 5,437,700	

Measure C Summary

Original Measure C Allocation	\$ 19,200,000
Additional Measure C Allocation	\$ 5,437,700
Total Measure C Allocation	\$ 24,637,700

Riverside Community College District
Measure C - Capital Program Executive Summary Report
As of March 31, 2019

CENTRALLY CONTROLLED FUNDS					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 53,300,000
Approved Projects \$19.3M					
ADA Compliance -Phase I	\$ 6,360,000	\$ 6,046,162	\$ 42,793	\$ -	\$ 13,253,838
IT Audit Implementation	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ 7,253,838
Utility Infrastructure	\$ 6,700,000	\$ 6,232,049	\$ -	\$ (373,349)	\$ 648,440
District Standards	\$ 355,000	\$ 345,032	\$ -	\$ 345,032	\$ 648,440
Approved Projects					
					\$ 648,440
Program Reserve \$24M					
Redistribution of College Specific Donations/Rebates Included in Original Allocation	\$ -	\$ -	\$ -	\$ (642,104)	\$ 23,357,896
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018	\$ -	\$ -	\$ -	\$ 275,340	\$ 23,633,236
CSA	\$ -	\$ -	\$ -	\$ (8,100,000)	\$ 15,533,236
CAA/DO	\$ -	\$ -	\$ -	\$ (10,306,765)	\$ 5,226,471
DSA Close out	\$ -	\$ -	\$ -	\$ (7,290)	\$ 5,219,181
Nursing Portables - MVC	\$ -	\$ -	\$ -	\$ (705,338)	\$ 4,513,843
Physican Asst Lab - MVC	\$ -	\$ -	\$ -	\$ (49,191)	\$ 4,464,652
Emergency Phone Repairs - MVC	\$ -	\$ -	\$ -	\$ (341,582)	\$ 4,123,070
Aquatics Center - RCC (Reserve - Donation Cover)	\$ -	\$ -	\$ -	\$ -	\$ 4,123,070
CSA - RCC (Reserve - LaSierra Capital Repayment)	\$ -	\$ -	\$ -	\$ -	\$ 4,123,070
TITLE III-STEM - NC (Reserve - Grant Repayment)	\$ -	\$ -	\$ -	\$ -	\$ 4,123,070
Program Reserve					
					\$ 4,123,070
Program Contingency-\$10M					
Redistribution of College Specific Donations/Rebates Included in Original Allocation	\$ -	\$ -	\$ -	\$ (262,268)	\$ 9,737,732
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018	\$ -	\$ -	\$ -	\$ 112,462	\$ 9,850,194
ADA Compliance - Phase I	\$ -	\$ -	\$ -	\$ -	\$ 9,850,194
CAA/DO	\$ -	\$ -	\$ -	\$ (926,757)	\$ 8,923,437
March Dental Education - MVC	\$ -	\$ -	\$ -	\$ -	\$ 8,923,437
Master Plan Update - MVC	\$ -	\$ -	\$ -	\$ (186,000)	\$ 8,737,437
Nursing, Science Math - RCC	\$ -	\$ -	\$ -	\$ (467,028)	\$ 8,270,409
Wheelock Gym - RCC	\$ -	\$ -	\$ -	\$ (72,966)	\$ 8,197,443
Norco Allocation - NC	\$ -	\$ -	\$ -	\$ (500,000)	\$ 7,697,443
Secondary Effect - NC	\$ -	\$ -	\$ -	\$ (35,288)	\$ 7,662,155
Groundwater Wells - NC	\$ -	\$ -	\$ -	\$ (211,149)	\$ 7,451,006
Alumni Carriage House Restoration - RCCD	\$ -	\$ -	\$ -	\$ -	\$ 7,451,006
District Standards	\$ -	\$ -	\$ -	\$ (345,032)	\$ 7,105,974
Self-Generating Inc Program (Fuel Cell)	\$ -	\$ -	\$ -	\$ (2,200,000)	\$ 4,905,974
Self-Generating Inc Program - Incentives/Rebates	\$ -	\$ -	\$ -	\$ (236,250)	\$ 4,669,724
Program Contingency					
					\$ 4,669,724
Remaining Measure C Funds					
					\$ 9,441,234

Measure C Summary

Original Measure C Allocation	\$53,300,000
Additional Measure C Allocation	-\$25,235,523
Total Measure C Allocation	\$28,064,477

Agenda Item (VIII-C-1)

Meeting	1/15/2019 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-1)
Subject	Revised Ground Lease for the Education Center at Ben Clark Public Safety Training Center with the County of Riverside
College/District	Moreno Valley
Funding	Measure C
Recommended Action	It is recommended that the Board of Trustees approve the Revised Ground Lease for the Education Center at Ben Clark Public Safety Training Center with the County of Riverside.

Background Narrative:

Riverside Community College District (RCCD) has been in partnership with the County of Riverside for public safety education training since 1952. First, through Riverside City College and then offered from the Moreno Valley campus. The goal of the District has been to have the Ben Clark Public Safety Training Center (BCTC) be an education center of Moreno Valley. Many steps have been taken over the past several years to prepare for this endeavor.

Towards this effort in January 2010 Moreno Valley College (MVC) was accredited as the 111th college in California. In March of that same year, the RCCD Board of Trustees adopted Resolution Number 40-09/10 Authorizing Establishment of an Educational Center. On June 16, 2010, RCCD sent a Letter of Intent issued to the State Chancellors Office, to have BCTC designated as an education center of MVC. That same month, due to the state budget crisis a moratorium on Centers by State Chancellor's Office was announced.

In recognition of advancing the goals and understanding of the partners for BCTC, the Board of Trustees and the Board of Supervisors of the County of Riverside entered into a Memorandum of Agreement (MOA) in September 2010. The MOA outlined implementation elements to make a center come to fruition. A draft ground lease (Ground Lease) was in the works for several months negotiated between the lead staff for each agency on real estate matters; and the county cleared the Ground Lease in April 2012, but it was not processed at the time. The Ground Lease included performance measures dependent upon state funding, and the state funding eligibility would be contingent upon MVC receiving center status for BCTC, which could not be met at the time.

Since then, the State Chancellor's Office has lifted the moratorium on Education Centers, and both the County of Riverside (County) along with Moreno Valley College have master plans for facilities development; with the MVC plan linked to its educational master plan, including BCTC. The partnership has reviewed options for siting a Phase I facility to be located at BCTC. The key in identifying a Phase I location, is to develop the site in advance of the county's development plans, while not impacting existing facilities the county needs to utilize until such time their facility plans are able to proceed; and to minimize the costs of infrastructure development for this initial construction phase.

In January 2018, the Board of Trustees approved the Ground Lease for the Educational Center at Ben Clark Training Center with the County. Subsequently, we were informed by the County that section 9.(c), Offsite Improvements related to the infrastructure connection fee included in the Ground Lease at \$100,000 had not been fully negotiated or agreed to between RCCD and the County. Rather, the County's offer for the infrastructure connection fee was \$500,000 for RCCD's prorated share of the County's total current and future infrastructure investment. This represented a 68% discount from the County's calculated prorated share of total infrastructure investment costs. After considerable discussion with the County and evaluation of information supporting the County's infrastructure investment, the District has agreed to the infrastructure connection fee amount of \$500,000 and seeks the Board of Trustees approval to modify section 9.(c) to that amount. All other terms and conditions of the previously approved Ground Lease remain the same, with the exception of updated

project milestone dates, including a 49 year term and the site at 2.01 acres to accommodate a nearly 18,000 square foot facility as Phase I. The increase in this fee does not require an increase in the project budget at this time.

The Ground Lease will provide a possessory interest the District needs to design and build a facility, and apply for Center Status. The Ground Lease is needed as the County is prohibited from selling the property, since it is surplus property from the realignment of March Air Force Base to March Air Reserve Base. Additionally, the provisions of the grant deed restrictions by the Air Force must be complied with, which includes public safety training and education.

Prepared By: Robin Steinback, President, Moreno Valley College
Aaron Brown, Vice Chancellor, Business and Financial Services
Nathaniel Jones, Vice President, Business Services (MVC)
Carlos Lopez, Vice President, Academic Affairs (MVC)
Arthur Turnier, Dean of Instruction PSET, BCTC
Bart Doering, Facilities Development Director

Attachments:

[01152019_Revised BCTC Education Center Ground Lease Agreement](#)

GROUND LEASE

**Riverside Community College District
(Ben Clark Public Safety Training Center,
Riverside County, California)**

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44.	Execution by County	29
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1 **GROUND LEASE**

2 (Ben Clark Public Safety Training Center, Riverside County, California)

3
4 THIS GROUND LEASE, ("Lease"), is made as of the _____ day of _____, 2019,
5 (the "Effective Date") by and between the County of Riverside, a political subdivision of
6 the State of California, as Lessor, ("County"), and the Riverside Community College
7 District, a political subdivision of the State of California, as Lessee, ("District" or
8 "Lessee"). The County and District may sometimes collectively be referred to as the
9 "Parties."

10 WHEREAS, County is the owner of record of that certain real property, located,
11 in the unincorporated area of Riverside County, State of California, consisting of
12 approximately 3.41 acres, as described and shown in Exhibit "A," attached hereto and
13 by this reference incorporated herein; and,

14 WHEREAS, the real property was formerly part of March Air Force Base and the
15 conveyance, by Quitclaim Deed dated December 21, 1999, as shown on Exhibit "B,"
16 attached hereto and by this reference incorporated herein, to the County from the United
17 States of America, acting by and through the Secretary of the Air Force, and was made
18 through a federal land transfer provision known as a Public Benefit Conveyance, for the
19 purposes of operating and developing a public safety training center, now commonly
20 referred to as the Ben Clark Public Safety Training Center ("BCTC"); and,

21 WHEREAS, the District, through its Moreno Valley College ("College"), which is
22 an open admissions college, is the education partner for public safety education training
23 center since 1953, in partnership with the County of Riverside, on behalf of the Sheriff's
24 Department and Fire Department, providing public safety training for law enforcement
25 and fire technology programs; and,

26 WHEREAS, the County has developed a master plan for the program,
27 development and operation of the Ben Clark Public Safety Training Center; and,

28 WHEREAS, the Parties have entered into that certain Memorandum of

1 Agreement dated September 28, 2010, provided as Exhibit "C," attached hereto and by
2 this reference incorporated herein, whereby the parties memorialized their intent to
3 facilitate the establishment of BCTC as an public safety education center to the College
4 and to develop facilities to house the educational services and required operations of the
5 College; and,

6 WHEREAS, the District desires to lease a portion of BCTC to secure a leasehold
7 interest in that portion of the real property at BCTC to be eligible to receive state and
8 local funding to construct a training facility that will support the educational mission of
9 the College as partner in BCTC as a public safety training center.

10 NOW THEREFORE, for good and valuable consideration, the receipt and
11 adequacy of which are hereby acknowledged, the County and District hereby agree as
12 follows:

13 **1. Property Description.** The County leases to the District, and District
14 leases from the County, the property described below upon the terms, covenants and
15 conditions set forth in this Lease. The real property hereby leased consists of that certain
16 portion of land located at the Ben Clark Public Safety Training Center, East of Davis
17 Avenue and North of Larry Parrish Parkway in the unincorporated area of the County of
18 Riverside, California, ("Property"), consisting of approximately 3.41 acres, as
19 preliminarily depicted in Exhibit "A," attached hereto and incorporated herein by
20 reference. The attached Exhibit "A" is a preliminary initial depiction of the Property. Prior
21 to June 30, 2020, District agrees to complete a survey and provide a final legal
22 description and parcel map for the Property, setting forth the precise acreage and
23 boundaries of the Property, which shall be incorporated into this Lease as Exhibit "A-1"
24 by written amendment signed by the Parties.

25 **2. Use.**

26 (a) The Property is hereby leased for the exclusive purpose of
27 constructing, maintaining, and operating a law enforcement and emergency
28 management response educational facility of approximately seventeen thousand three

1 hundred fifty (17,350) square feet, plus an adjacent parking lot of approximately 164
2 parking spaces, collectively consisting of approximately 1.69 acres, for public safety
3 training purposes, all herein defined as the "Phase One Project" and as preliminarily
4 shown on the site plan in Exhibit "A-2", attached hereto and incorporated herein by
5 reference, together with all roads, rights of way and easements and appurtenances,
6 whether public or private, reasonably required for the use contemplated by the Parties.
7 Prior to June 30, 2020, District agrees to provide a final site plan for the Phase One
8 Project, which shall be incorporated into this Lease as a revised Exhibit "A-2" by written
9 amendment signed by the Parties.

10 As part of the Phase One Project, the Parties agree that County shall have the
11 right but not the obligation to relocate said parking lot of the Phase One Project to the
12 north side of 11th Street at any time during the term of this Lease at County's discretion
13 and at County's sole cost and expense. In such event, District shall complete a survey
14 and provide a parcel map and legal description of the Property, setting forth the revised
15 acreage and boundaries of the Property, and a revised site plan of the Phase One
16 Project, with the relocated parking lot, both which shall be respectively incorporated into
17 this Lease, by written amendment signed by the Parties, as revised Exhibits "A-1" and
18 "A-2".

19 (b) The Property shall not be used for any other purpose without first
20 obtaining the written consent of County, which consent shall be at the absolute discretion
21 of County as determined by its Board of Supervisors.

22 (c) The County may elect to allow the District to plan and construct a
23 second phase on the Property, the "Phase Two Project", consisting of an approximately
24 39,200 square foot law enforcement and emergency management response educational
25 facility and also parking facilities for said facility. The proposed location for the Phase
26 Two Project is preliminarily shown on the attached Exhibit "A-2" and consists of
27 approximately 1.72 acres. In the event the County elects to allow the District to plan and
28 construct the Phase Two Project, County's formal approval of the same will be contingent

1 upon the Parties' agreement to the Phase Two Project's location and scope of work and
2 a written amendment to the Lease signed by the Parties. In such event, District shall
3 complete a survey and provide a parcel map and legal description of the Property, if
4 necessary, setting forth the revised acreage and boundaries of the Property, and a
5 revised site plan showing both the Phase One Project and Phase Two Project, which
6 shall be respectively incorporated into this Lease, by written amendment signed by the
7 Parties, as revised Exhibits "A-1" and "A-2". The Phase One Project and Phase Two
8 Project shall collectively be referred to herein as the "Project."

9 (d) The courses, training, and programs offered on the Property at the
10 Phase One Project (and Phase Two Project, if applicable) shall be strictly limited to
11 emergency medical services, fire technology, or law enforcement courses, training, and
12 programs. General education courses shall not be permitted on the Property.
13 Additionally, any administrative or student services provided on the Property at the
14 Phase One Project (and Phase Two Project, if applicable) shall be strictly limited to
15 students who are enrolled in the emergency medical services, fire technology, or law
16 enforcement programs of the College.

17 **3. Term.**

18 (a) The term of this Lease shall be for a period of forty-nine (49) years,
19 commencing on the "Effective Date" of this Lease, and expiring at the end of the last day
20 of the forty-ninth (49th) year ("Initial Term").

21 (b) Option to Extend. County grants District one forty-nine (49) year
22 option to renew the Lease ("Option to Extend") provided Lessee submits notice in writing
23 to County, together with the prepaid rent set forth in Section 5, at least six (6) months
24 prior to the expiration date of the Initial Term of this Lease.

25 (c) Any holding over by Lessee after the expiration of the term of this
26 Lease shall be on a month to month basis strictly, and continuing tenancy rights shall not
27 accrue to Lessee. During any such hold over period, Lessee shall be bound by all terms
28 and conditions of this Lease.

1 **4. Rent.**

2 The Rent for the Property for the term of the Lease shall be one (\$1.00)
3 per year and shall be prepaid by District in the amount of forty-nine dollars (\$49.00) upon
4 execution of the Lease by County.

5 **5. Option Rent.** In the event District exercises the Option to Extend pursuant
6 to Section 3(b), rent for the extended option period shall be prepaid by District together
7 with the written notice required in Section 3(b) at a rate of \$1.00 a year for each year of
8 the extended option period.

9 **6. Required Performance Measures.** The Parties hereby agree to complete
10 the Performance Measures as set forth in Exhibit "E" attached hereto and incorporated
11 herein by reference.

12 **7. Title.**

13 (a) The County represents and warrants that the leasehold interest in
14 the Property shall be subject only to those exceptions as set forth in the preliminary title
15 report ("Preliminary Title Report") attached hereto as Exhibit "D" and by this reference
16 made a part of this Lease. Said leasehold interest shall be insured by a title insurance
17 company acceptable to County and District, and the cost of a policy of title insurance
18 shall be paid by District.

19 (b) In the event County cannot deliver an insurable leasehold interest
20 as set forth in Section 7(a) above, this Lease may be terminated at the option of District.
21 Notification by District to terminate this Lease shall be in writing.

22 **8. On-Site Improvements.**

23 (a) District, at its expense, shall construct, or cause to be constructed,
24 upon the Property, the Project as herein defined, including landscaping, roadways,
25 walkways, and utility improvements. Subject to the provisions of Sections 6 and 17
26 herein, construction of the Project shall commence within a reasonable period of time
27 after the District has obtained the required approvals from all governmental and
28 regulatory agencies, including the Permits. District shall diligently pursue the completion

1 of the construction of the Phase One Project and Phase Two Project within a reasonable
2 period following commencement of construction of each project. No less than ten (10)
3 days before beginning construction of each project, District shall give County written
4 notice thereof so that County can post a Notice of Non-Responsibility.

5 (b) The Project shall be of a permanent, built-on-site construction. All
6 site plans, landscape plans, building elevations, building materials and colors, sign plans
7 and all other plans and specifications related to the construction of the Phase One
8 Project and Phase Two Project shall be submitted to the Riverside County Economic
9 Development Agency (“EDA”) Project Management Office prior to commencement of
10 any construction activities for review and approval by the County. Any comments shall
11 be submitted by County to the District in writing.

12 (c) Within thirty (30) days following the completion of the Phase One
13 Project or Phase Two Project, as applicable, and any other improvements on the
14 Property, District shall submit to County EDA (1) a complete set of “As-Built” drawings
15 showing every detail, latent or otherwise, of such improvements, alterations and fixtures,
16 including, but not limited to, electrical circuitry and plumbing; and (2) copies of lien
17 waivers from all contractors, subcontractors, suppliers and materialmen involved in
18 construction of the respective project.

19 (d) Title to all buildings, structures and improvements that now, or may
20 from time to time constitute a part of the Project, including all carpets, draperies,
21 partitions, machinery, equipment and fixtures that are now, or may from time to time be,
22 used, or intended to be used in connection with the Project shall be and remain with
23 District until the expiration or termination of this Lease. Upon expiration or termination
24 of the Lease, title to all such property, buildings, structures and interior/exterior
25 improvements and all machinery, equipment and fixtures shall pass to and vest in County
26 without cost or charge to it. District agrees to execute any and all documents as may be
27 necessary or proper in order to complete said passing and vesting of title to County.

28

1 (e) District shall have the right at any time and from time to time during
2 the term of this Lease to make such improvements to the Property and such changes
3 and alterations, structural or otherwise, to any buildings, improvements, fixtures and
4 equipment now or hereafter located on the Property as District shall deem necessary or
5 desirable. In this event, District shall submit plans and specifications to EDA for review
6 and comment prior to commencing any work.

7 (f) The Parties acknowledge and agree that a modular building(s) and
8 improvements currently exist at the Property, which will require removal prior to
9 commencement of any work on the Property. Said removal shall be at District's sole
10 cost and expense and completed at least ninety (90) days prior to District's
11 commencement of work for the Phase One Project or the Phase Two Project, as
12 applicable.

13 **9. Off-Site Improvements.**

14 (a) It is understood by the parties hereto that sewer, water, telephone,
15 gas and electrical utilities are available nearby the Property, but they do not reach the
16 Property. Therefore, in order for the on-site improvements required in Section 8 herein
17 to be fully usable and operational, District, at its expense, shall extend and/or connect or
18 cause to be extended and/or connected, to such on-site improvements such utility
19 service facilities that may be required or desired by District in the use, operation and
20 maintenance of such on-site improvements. After such extensions and/or connections
21 have been made, District shall be responsible for payment for the use of such utility
22 services, and where possible, said utilities shall be separately metered.

23 (b) The off-site improvements referred to in Section 9(a) above shall be
24 completed prior to or at the same time the on-site improvements are completed as
25 provided in Section 8 herein.

26 (c) Parties may elect to revise the provisions of this section and provide
27 and incorporate the changes into an Operating Agreement.

28

1 (d) District shall pay five hundred thousand dollars (\$500,000) to
2 County towards District's share of the overall Ben Clark Public Safety Training Center
3 infrastructure costs within thirty six (36) months of execution of this Lease.

4 **10. Right of Access.** District shall have right of access to the Property over
5 the non-public dedicated roadways adjacent to the Property for the purpose of
6 completing the onsite and offsite improvements and to operate the Project during the
7 term of this Lease.

8 **11. Cooperation.**
9 (a) County shall cooperate with District and otherwise exercise its best
10 efforts to assist Lessee in expediting the processing of on-site and off-site improvements
11 to be constructed upon, within or in connection with the Property. Notwithstanding
12 anything to the contrary contained herein, nothing in this Lease shall be deemed to
13 constitute a waiver by County of its police powers. District acknowledges and agrees that
14 it must comply with all government laws and regulations affecting development to the
15 Property.

16 (b) Any easements required by third parties for utilities to serve the
17 Property shall be submitted to County, in writing, for its approval, which approval shall
18 not be unreasonably withheld. Any and all costs associated with the preparation and
19 recordation of any such easements required by third parties shall be borne solely by
20 District.

21 **12. County's Reserved Rights.** The Property is accepted by District subject
22 to those existing easements or other encumbrances or other matters of record described
23 in the Preliminary Title Report, and County shall have the right to enter upon the Property
24 and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains,
25 storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and
26 telephone and telegraph power lines and such other facilities and appurtenances
27 necessary or convenient to use in connection therewith, over, in, upon, through, across
28 and along the Property or any part thereof. County also reserves the right to grant

1 franchises, easements, rights of way and permits in, over and upon, underground, along
2 or across any and all portions of said Property as County may elect; provided, however,
3 that no right of the County provided for in this Section shall be so executed as to interfere
4 unreasonably with District's rights and use hereunder. County shall cause the surface
5 of the Property to be restored to its original condition (as it existed prior to any such entry)
6 upon the completion of any construction by County or its agents. Any right of County set
7 forth in this Section shall not be exercised unless a prior written notice of thirty (30) days
8 is given to District: provided, however, in the event such right must be exercised by
9 reason of emergency, then County shall give Lessee such notice in writing as is
10 reasonable under the existing circumstances. Notwithstanding anything to the contrary
11 contained herein, County agrees that all sanitary sewers, storm drains, pipelines,
12 manholes, water and gas mains, electric power lines, transformers and conduits, cabling,
13 telephone lines and other communications equipment and facilities utilized in connection
14 with utility services (collectively "Utility Lines") to be located at or on the Property shall
15 be placed underground and in a manner which does not interfere with the Project or its
16 use. Any easement, license, right-of-way, permit or other agreement entered into by the
17 County pursuant to this Section 12, including but not limited to the installation, operation,
18 maintenance, repair and replacement of Utility Lines, shall require the easement holder
19 to maintain the easement and equipment located therein at its sole cost. County agrees
20 to use best efforts to minimize any interference to Lessee's business caused by County's
21 exercise of its rights hereunder.

22 **13. Maintenance.** District shall, during the term of this Lease, at its own cost
23 and expense and without any cost or expense to County, keep and maintain all buildings
24 and improvements now or hereafter located on the Property, and all appurtenances
25 thereto, in good and neat order and repair and shall allow no nuisances to exist or be
26 maintained therein. District shall likewise keep and maintain the grounds, sidewalks,
27 roads and parking, and landscaped areas in good and neat order and repair. County
28 shall not be obligated to make any repairs, replacements or renewals of any kind, nature

1 or description whatsoever to the Property or any buildings or improvements now or
2 hereafter located thereon, and District hereby expressly waives all right to make repairs
3 at County's expense under sections 1941 and 1942 of the California Civil Code, or any
4 amendments thereof. District shall comply with and abide by all federal, state, county,
5 municipal and other governmental statutes, ordinances, laws and regulations affecting
6 the Property, all buildings and improvements now or hereafter located thereon, or any
7 activity or condition on or in the Property. District agrees that it will not commit or permit
8 waste upon the Property other than to the extent necessary for the purpose of
9 constructing and erecting thereon other improvements.

10 **14. Inspection of Property.** County, through its duly authorized agents, shall
11 have, at any time during normal business hours, the right to enter the Property for the
12 purpose of inspecting, monitoring and evaluating the obligations of District hereunder
13 and for the purpose of doing any and all things which it is obligated and has a right to do
14 under this Lease. County shall provide District with a 24 hour notice prior to inspection
15 of Property.

16 **15. Quiet Enjoyment.** District shall have, hold and quietly enjoy the use of the
17 Property so long as it shall fully and faithfully perform the terms and conditions that it is
18 required to do under this Lease.

19 **16. Compliance With Government Regulations.** District shall, at District's
20 sole cost and expense, comply with the requirements of all local, state and federal
21 statutes, regulations, rules, ordinances and orders now in force or which may be
22 hereafter in force, pertaining to the Property. The District shall be responsible to comply
23 and provide a full CEQA review once the actual Phase One Project location and
24 construction parameters are established. In addition, the District will be responsible to
25 submit the necessary CEQA documentation to the County prior to construction and
26 operation of the Phase One Project. The requirements in this Section 16 shall also apply
27 to the Phase Two Project.

1 **17. Termination by County.** County shall have the right to terminate this
2 Lease:

3 (a) In the event District has not completed the planning and construction
4 of the Phase One Project, and has not occupied the Phase One building by August 30,
5 2023; provided, however, that District and County may extend said date by amending this
6 Lease in writing signed by both parties.

7 (b) In the event District commences any voluntary proceeding under the
8 bankruptcy laws of the United States, or District fails to terminate any involuntary
9 proceeding under said bankruptcy laws within ninety (90) days from the commencement
10 thereof.

11 (c) In the event that District makes a general assignment, or District's
12 interest hereunder is assigned involuntarily or by operation of law, for the benefit of
13 creditors.

14 (d) In the event District fails or refuses to perform, keep or observe any
15 of District's duties or obligations hereunder; provided, however, that District shall have
16 thirty (30) days in which to correct District's breach or default after written notice thereof
17 has been served on District by County, unless the nature of the default or breach is such
18 that more than thirty (30) days are required. District shall have such additional time as
19 is reasonably required to cure said default or breach, provided District's efforts to cure
20 the default or breach have commenced within the thirty (30) day period and the cure is
21 diligently completed by District.

22 **18. Termination by District.** In addition to its rights to terminate elsewhere in
23 this Lease, District shall have the right to terminate this Lease in the event County fails
24 to perform, keep or observe any of its duties or obligations hereunder; provided,
25 however, that County shall have thirty (30) days in which to correct its breach or default
26 after written notice thereof has been served on it by District; provided, however, if the
27 breach or default is of a nature that requires more than thirty (30) days to correct, such
28 efforts as are necessary to make such corrections shall begin within said thirty (30) day

1 period and shall be diligently prosecuted to completion thereafter; provided further,
2 however, that if after thirty (30) days County fails to correct or commence to correct such
3 breach, District shall have the option to correct the default and County shall reimburse
4 District for any related costs. If any breach or default is not corrected after the time set
5 forth herein, District may elect to terminate this Lease in its entirety or as to any portion
6 of the Property affected thereby.

7 **19. Limitations on Termination.** Notwithstanding anything to the contrary
8 contained in this Lease, County agrees that if District shall be in default under this Lease,
9 except as to any default pursuant to Sections 17(a) and 17(b), the County will not
10 exercise any right of termination without first providing District and any encumbrancers
11 (described in Section 25 below) with written notice of any default and an opportunity to
12 cure such default. Any such cure shall be completed within thirty (30) days of the date of
13 County's notice of such default; provided, however, that if the breach is of a nature that
14 requires more than thirty (30) days to cure, such cure shall begin within said thirty (30)
15 day period and shall be diligently prosecuted to completion thereafter. If any default
16 remains uncured after the time set forth herein, County may exercise any and all rights
17 or remedies at law or in equity, including, but not limited to:

18 (a) The right, without terminating this Lease or relieving District of any
19 obligations hereunder, and with process of law, to re-enter the Property, Phase One
20 Project and/or Phase Two Project, as applicable, and take possession thereof, remove
21 all persons therefrom, other than those present under existing subleases, and occupy or
22 lease the whole or any part thereof for and upon terms and conditions and for such rent
23 as County may deem proper, and to collect said rent or any other rent that may thereafter
24 become due and payable. District agrees to reimburse County for any reletting costs and
25 expenses County may incur by reason thereof. Should County relet the Property and/or
26 any part of the Project under the provisions of this Section, it may execute any such
27 lease either in its own name or in the name of the District, but the District hereunder shall
28 have no right or authority whatsoever to collect any rent from such tenant. The proceeds

1 of any such reletting shall be first applied to the payment of the costs and expenses of
2 reletting the Property and/or any part of Project, including alterations and repairs which
3 County, in its sole discretion, deems reasonably necessary and advisable and
4 reasonable attorneys' fees incurred by County in connection with the retaking of the said
5 Property and/or any part of Project and such reletting and, second, to the payment of
6 any indebtedness, other than rent, due hereunder owing from District to County. County
7 shall not be deemed to have terminated this Lease, the District's right to possession of
8 the leasehold or the liability of the District to pay rent thereafter to accrue, or District's
9 liability for damages under any of the provisions hereof by any such re-entry or by any
10 action in unlawful detainer or otherwise to obtain possession of the Property and/or any
11 part of Project, unless County shall have notified District in writing that it has so elected
12 to terminate this Lease. District covenants that the service by County of any notice
13 pursuant to the unlawful detainer statutes of the State of California and the surrender of
14 possession pursuant to such notice shall not (unless County elects to the contrary at the
15 time of or at any time subsequent to the service of such notice and such election is
16 evidenced by a written notice to District) be deemed to be a termination of this Lease or
17 of the District's right to possession thereof. Nothing herein contained shall be construed
18 as obligating County to relet the whole or any part of the Property and/or any part of
19 Project. In the event of any entry or taking possession of the Property and/or any part
20 of Project as aforesaid, County shall have the right, but not the obligation, to remove
21 therefrom all or any part of the personal property located therein and may place the same
22 in storage at a public warehouse at the expense and risk of the owner or owners thereof.
23 County shall not, by any re-entry or other act, be deemed to have accepted any surrender
24 by District of the Property and/or any part of Project or District's interest therein, or be
25 deemed to have otherwise terminated this Lease, or to have relieved District of any
26 obligation hereunder, unless County shall have given District express written notice of
27 County's election to do so as set forth herein; or

28

1 (b) The right to terminate District's right to possession of the Property
2 by any lawful means, in which case this Lease shall terminate and District shall
3 immediately surrender possession of the Property to County. In such event, County shall
4 be entitled to recover from District, in addition to any other obligation which has accrued
5 prior to the date of termination:

6 (i) The worth at the time of award of the unpaid rent which had
7 been earned at the time of termination;

8 (ii) The worth at the time of award of the amount by which the
9 unpaid rent which would have been earned after termination until the time of award
10 exceeds the amount of such rental loss that District proves could have been reasonably
11 avoided;

12 (iii) The worth at the time of award of the amount by which the
13 unpaid rent for the balance of the term after the time of award exceeds the amount of
14 such rental loss that District proves could be reasonably avoided; and

15 (iv) Any other amount necessary to compensate County for all
16 the detriment proximately caused by Lessee's failure to perform its obligations under this
17 Lease or which in the ordinary course of things would be likely to result therefrom,
18 including, but not limited to, the cost of recovering possession of the Property; real estate
19 brokerage commissions and other expenses of reletting, including necessary renovation
20 and alteration of the Property, reasonable attorneys' fees and any other reasonable
21 costs.

22 The "worth at the time of award" of the amounts referred to in
23 subsections (i) and (ii) above shall be computed by allowing interest thereon at eight per
24 cent (8%) per annum. The "worth at the time of award" of the amount referred to in
25 subsection (iii) above shall be computed by discounting such amount at one (1)
26 percentage point above the discount rate of the Federal Reserve Bank of San Francisco
27 at the time of award; or

28

1 (c) Pursue any other remedy now or hereafter available to County
2 under the laws or judicial decisions of the State of California, including, without limitation,
3 the remedy provided in California Civil Code, Section 1951.4, and laws amendatory to
4 said section, to continue this Lease in effect.

5 (d) County shall be under no obligation to observe or perform any
6 covenant of this Lease on its part to be observed or performed which accrues after the
7 date of any default by District hereunder. In any action of unlawful detainer commenced
8 by County against District by reason of any default hereunder, the reasonable rental
9 value of the Property for the period of the unlawful detainer shall be deemed to be the
10 amount of rent and other sums required to be paid hereunder for the same period.
11 District hereby waives any right of redemption or relief from forfeiture under Sections
12 1174 or 1179 of the California Civil Code of Civil Procedure, or under any other present
13 or future law, in the event District is evicted or County takes possession of the Property
14 by reason of any default by District hereunder. The various rights and remedies reserved
15 to County herein, including those not specifically described herein, shall be cumulative,
16 and, except as otherwise provided by California law in force and effect at the time of the
17 execution hereof, County may pursue any or all of such rights and remedies, whether at
18 the same time or otherwise.

19 (e) No delay or omission of County to exercise any right or remedy shall
20 be construed as a waiver of any such right or remedy or of any default by District
21 hereunder.

22 (f) The subsequent acceptance of rent hereunder by County shall not
23 be deemed to be a waiver of any preceding breach by District of any term, covenant or
24 condition of this Lease, other than the failure of District to pay the particular rental so
25 accepted, regardless of County's knowledge of such pre-existing breach at the time of
26 acceptance of such rent.

27 **20. Eminent Domain.** If any portion of the Property shall be taken by eminent
28 domain and a portion thereof remains which is usable by District for any of the purposes

1 set forth in Section 2 herein, this Lease shall, as to the part taken, terminate as of the
2 date title shall vest in the condemnor, or that date prejudgment possession is obtained
3 through a court of competent jurisdiction, whichever is earlier, and the rent payable
4 hereunder shall abate pro rata as to the part taken; provided, however, in such event
5 County reserves the right to terminate this Lease as of the date when title to the part
6 taken vests in the condemnor or as of such date of prejudgment possession. If all of the
7 Property is taken by eminent domain or such part be taken so that the remaining Property
8 or any portion thereof are rendered unusable for the purposes set forth in Section 2
9 herein, then at the election of District, this Lease, or the Lease as to that portion of the
10 remaining Property rendered unusable, shall terminate. If a part or all of the Property be
11 so taken, the compensation awarded upon such taking shall be paid to the parties hereto
12 in accordance with the values attributable to their respective interests in such eminent
13 domain proceedings.

14 **21. Insurance.** Without limiting or diminishing the District's obligation to
15 indemnify or hold the County harmless, District shall procure and maintain or cause to
16 be maintained, at its sole cost and expense, the following insurance coverages during
17 the term of this Lease. As respects to the insurance section only, the "County" herein
18 refers to the County of Riverside, its Agencies, Districts, Special Districts, and
19 Departments, their respective directors, officers, Board of Supervisors, employees,
20 elected or appointed officials, agents or representatives as Additional Insureds.

21 (a) Workers' Compensation. Procure and maintain Workers'
22 Compensation Insurance, in full compliance with the Workers' Compensation and
23 Occupational Disease Laws of all authorities having jurisdiction over the Property. Such
24 policy shall include Employer's Liability and Occupational Disease coverage, with limits
25 not less than One Million Dollars (\$1,000,000) per person per accident. Policy shall
26 provide a waiver of subrogation in favor of the County.

27 (b) Commercial General Liability Insurance: Procure and maintain
28 comprehensive general liability insurance coverage that shall protect District from claims

1 for damages for personal injury, including, but not limited to, accidental and wrongful
2 death, as well as from claims for property damage, which may arise from District's use
3 of the Property or the performance of its obligations hereunder, whether such use or
4 performance be by District, by any subcontractor, or by anyone employed directly or
5 indirectly by either of them. Such insurance shall name County as an additional insured
6 with respect to this Lease and the obligations of District hereunder. Such insurance shall
7 provide for limits of not less than Two Million Dollars (\$2,000,000) per occurrence
8 combined single limit. If such insurance contains a general aggregate limit, it shall apply
9 separately to this Lease or be no less than two (2) times the occurrence limit.

10 (c) Vehicle Liability: If vehicles or mobile equipment are used in the
11 performance of the obligations under this Lease, then District shall maintain liability
12 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
13 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
14 aggregate limit, it shall apply separately to this Lease or be no less than two (2) times
15 the occurrence limit. Policy shall name the County as Additional Insureds.

16 (d) Procure and maintain fire and extended coverage on the
17 improvements, alterations and fixtures to be constructed and installed upon the Property
18 in an amount not less than the full replacement value of such improvements, alterations
19 and fixtures. Such insurance shall name County as an additional insured with respect
20 to this Lease and the obligations of District hereunder.

21 (e) **General Insurance Provisions - All lines:**

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

27 2) The insurance requirements contained in this Lease may be met
28 with a program(s) of self-insurance. District must declare its insurance self-insured

1 retention for each coverage required herein. If any such self-insured retention exceeds
2 \$500,000 per occurrence each such retention shall have the prior written consent of the
3 County Risk Manager before the commencement of operations under this Lease. Upon
4 notification of self-insured retention unacceptable to the County, and at the election of
5 the County's Risk Manager, District's carriers shall either: 1) reduce or eliminate such
6 self-insured retention as respects this Lease with the County, or 2) procure a bond which
7 guarantees payment of losses and related investigations, claims administration, and
8 defense costs and expenses.

9 3) District shall cause District's insurance carrier(s) to furnish the
10 County of Riverside with a properly executed Certificate(s) of Insurance and copies of
11 Endorsements effecting coverage as required herein. Further, said Certificate(s) and
12 policies of insurance shall contain the covenant of the insurance carrier(s) that a
13 minimum of thirty (30) days written notice shall be given to the County of Riverside prior
14 to any material modification, cancellation, expiration or reduction in coverage of such
15 insurance. If District's insurance carrier(s) policies does not meet the minimum notice
16 requirement found herein, District shall cause District's insurance carrier(s) to furnish a
17 30 day Notice of Cancellation Endorsement.

18 4) In the event of a material modification, cancellation, expiration,
19 or reduction in coverage, this Lease shall terminate forthwith, unless the County of
20 Riverside receives, prior to such effective date, another properly executed Certificate of
21 Insurance and copies of endorsements evidencing coverages set forth herein and the
22 insurance required herein is in full force and effect. District shall not commence
23 operations until the County of Riverside has been furnished Certificate(s) of Insurance
24 and copies of endorsements. An individual authorized by the insurance carrier to do so
25 on its behalf shall sign the original endorsements for each policy and the Certificate of
26 Insurance.

27 5) It is understood and agreed to by the parties hereto that the
28 District's insurance shall be construed as primary insurance, and the County's insurance

1 and/or deductibles and/or self-insured retention's or self-insured programs shall not be
2 construed as contributory.

3 6) Subject to mutual agreement of the Parties, County reserves
4 the right to require that District adjust the monetary limits of insurance coverage as
5 required in this Section 21 herein every fifth (5th) year during the term of this Lease or
6 any extension thereof, subject to ninety (90) days written notice to District of such
7 adjustment, in the event that County reasonably determines that the then existing
8 monetary limits of insurance coverage are no longer consistent with those monetary
9 limits of insurance coverage generally prevailing in the western Riverside County area
10 for facilities comparable to the Phase One Project and/or the Phase Two Project;
11 provided, however, that any adjustment shall not increase the monetary limits of
12 insurance coverage for the preceding five (5) years in excess of fifty percent (50%)
13 thereof. If, during the term of this Lease or any extension thereof, there is a material
14 change in the scope of the Lease, the County reserves the right to adjust the types of
15 insurance and the monetary limits of liability required under this Lease, if in the County
16 Risk Management's reasonable judgment, the amount or type of insurance carried by
17 the District has become inadequate subject to mutual agreement of the Parties.

18 7) District shall pass down the insurance obligations contained
19 herein to all tiers of subcontractors working under this Lease.

20 8) District agrees to notify County of any claim by a third party or
21 any incident or event that may give rise to a claim arising from the performance of this
22 Lease.

23 9) District shall not take possession or otherwise use the
24 Property until County has been furnished Certificate(s) of Insurance as otherwise
25 required in this Section 21.

26 **22. District's Insurance.** District shall provide a policy of insurance, and or a
27 program of self-insurance coverage through a joint powers authority ("JPA"), or any
28 combination thereof.

1 **23. Hold Harmless.**

2 (a) Except as otherwise provided herein, District represents that it has
3 inspected the Property, accepts the condition thereof in its "AS-IS" condition and fully
4 assumes any and all risks incidental to the use thereof. County shall not be liable to
5 District, its agents, employees, subcontractors or independent contractors for any
6 personal injury or property damage suffered by them which may result from hidden, latent
7 or other dangerous conditions in, on, upon or within the Property unknown to the County,
8 its officers, agents or employees.

9 (b) District shall indemnify and hold harmless the County, its Agencies,
10 Districts, Special Districts and Departments their respective directors, officers, Board of
11 Supervisors, elected and appointed officials, employees, agents and representatives
12 (individually and collectively hereinafter referred to as Indemnitees) from any liability
13 whatsoever, based or asserted upon any act or omission of District, its officers, agents,
14 employees, subcontractors and independent contractors arising out of or in any way
15 relating to this Lease, including but not limited to property damage, bodily injury, or death
16 (Lessee's employees included) or any other element of damage of any kind or nature,
17 relating to or in any way connected with or arising from its use, occupancy or operation
18 of the Property, and District shall defend, at its sole expense, all costs and fees including,
19 but not limited, to attorney fees, cost of investigation, defense and settlements or awards,
20 the Indemnitees in any claim or action based upon such alleged acts or omissions.

21 (c) With respect to any action or claim subject to indemnification herein
22 by District, District shall, at their sole cost, have the right to use counsel of their own
23 choice and shall have the right to adjust, settle, or compromise any such action or claim
24 without the prior consent of County; provided, however, that any such adjustment,
25 settlement or compromise in no manner whatsoever limits or circumscribes District's
26 indemnification to Indemnitees as set forth herein.

27 (d) District's obligation hereunder shall be satisfied when District has
28 provided to County the appropriate form of dismissal relieving County from any liability

1 for the action or claim involved.

2 (e) The specified insurance limits required in this Lease shall in no way
3 limit or circumscribe District's obligations to indemnify and hold harmless the
4 Indemnitees herein from third party claims.

5 (f) In the event there is conflict between this clause and California Civil
6 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
7 interpretation shall not relieve the District from indemnifying the Indemnitees to the fullest
8 extent allowed by law.

9 (g) The specified insurance limits required in Section 21 herein shall in
10 no way limit or circumscribe District's obligations to indemnify and hold County free and
11 harmless herein.

12 **24. Right to Encumber/Right to Cure.**

13 (a) District's Right to Encumber: Notwithstanding any other provision
14 contained herein, County does hereby consent to and agree that District may encumber
15 or assign, or both, for the benefit of an Encumbrancer (defined below), this Lease and
16 the leasehold estate of District and related improvements constructed by District by a
17 deed of trust, mortgage or other security-type instrument, herein called trust deed, but
18 only to the extent necessary to assure the repayment of the financing of the construction
19 and operation of the any part of the Project by District (including any conversion of the
20 construction loan to permanent financing), and in connection with such encumbrance the
21 prior written consent of County shall not be required:

22 (i) For a transfer of this Lease at foreclosure under the trust
23 deed, judicial foreclosure, or an assignment in lieu of foreclosure or in connection with
24 the Encumbrancer's exercise of any remedy provided in the deed of trust; or

25 (ii) For any subsequent transfer by the Encumbrancer if the
26 Encumbrancer is the purchaser at such foreclosure sale or is the assignee under an
27 assignment in lieu of foreclosure; provided, however, that in either such event the
28 Encumbrancer promptly gives notice to County in writing of any such transfer, setting

1 forth the name and address of the transferee, the effective date of such transfer, and a
2 copy of the express agreement of the transferee assuming and agreeing to perform all
3 of the obligations under this Lease, together with a copy of the document by which such
4 transfer was made.

5 For purposes of this Lease, an "Encumbrancer" shall mean an established
6 bank, savings and loan association, insurance company or other entity which provides
7 tax exempt bond financing or other institutional financing.

8 Any Encumbrancer or other transferee who succeeds to District's interest
9 under this Lease shall be liable to perform the obligations and duties of District under
10 this Lease. Any subsequent transfer of this leasehold hereunder, except as provided for
11 in Section 24(a)(ii) above, shall be subject to Section 17 herein.

12 District shall give County prior notice of any such trust deed, and shall
13 accompany such notice with a true copy of the trust deed and a note secured thereby.
14 Except as described in this Section 24, District shall not permit any other liens or
15 encumbrances on the Property or its interest therein without the County's prior written
16 consent.

17 **25. Free From Liens.** District shall pay, when due, all sums of money that
18 may become due for any labor, services, material, supplies, or equipment, alleged to
19 have been furnished or to be furnished to District, in, upon, or about the Property, and
20 which may be secured by a mechanics', materialmen's or other lien against the Property
21 of County's interest therein, and will cause each such lien to be fully discharged and
22 released at the time the performance of any obligation secured by such lien matures or
23 becomes due; provided, however, that if District desires to contest any such lien, it may
24 do so, but notwithstanding any such contest, if such lien shall be reduced to final
25 judgment, and such judgment or such process as may be issued for the enforcement
26 thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and
27 in such event, District shall forthwith pay and discharge said judgment.

28 **26. Estoppel Certificates.**

1 (a) District and County, at any time and from time to time during the
2 term of this Lease, and any extension thereof, and within forty five (45) days after written
3 request by the other party, shall execute, acknowledge and deliver to the requesting
4 party a statement in writing certifying that this Lease is unmodified and in full force and
5 effect. The statement shall also include the dates to which the rent and any other
6 charges have been paid in advance, that there are no defaults existing or that defaults
7 exist and the nature of such defaults. It is intended that such statement as provided in
8 this Section 26 may be relied upon by any prospective encumbrancer as assignee of the
9 Property or improvements thereon or both or all or any portion or portions of District's
10 interest under this Section 26.

11 (b) A party's failure to execute, acknowledge and deliver on request of
12 such statement described in Section 26(a) above within the required time shall constitute
13 acknowledgment by such party to all persons entitled to rely on such statement that this
14 Lease is unmodified and in full force and effect and that the rent and other charges have
15 been duly and fully paid to and including the respective due dates immediately preceding
16 the date of the notice or request and shall constitute a waiver, with respect to all persons
17 entitled to rely on such statement of any defaults that may exist before the date of such
18 notice.

19 **27. Binding on Successors.** The parties hereto, their assigns and
20 successors in interest, shall be bound by all the terms and conditions contained in this
21 Lease, and all of the parties hereto shall be jointly and severally liable hereunder.

22 **28. Waiver of Performance.** No waiver by County at any time of any of the
23 terms and conditions of this Lease shall be deemed or construed as a waiver at any time
24 thereafter of the same or of any other terms or conditions contained herein or of the strict
25 and timely performance of such terms and conditions.

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

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

6 **31. Attorneys' Fees.** In the event of any litigation, mediation or arbitration
7 between District and County, including, without limitation, such an action brought
8 pursuant to District's bankruptcy, to enforce any of the provisions of this Ground Lease
9 or any right of either party hereto, the unsuccessful party to such litigation, mediation or
10 arbitration agrees to pay to the successful party all costs and expenses, including
11 reasonable attorneys' fees, incurred therein by the successful party, all of which shall be
12 included in and as a part of the judgment or ruling rendered in such litigation, mediation
13 or arbitration.

14 **32. Notices.** Any notices required or desired to be served by either party upon
15 the other shall be addressed to the respective parties as set forth below:

<u>COUNTY</u>	<u>LESSEE</u>
County of Riverside	Riverside Community College District
Economic Development Agency	Facilities Planning and Development
3403 Tenth Street Suite 500	3801 Market Street, Third Floor
Riverside, CA 92501	Riverside, CA 92501

21 or to such other addresses as from time to time shall be designated by the respective
22 parties. Notices must be in writing and will be deemed to have been given when
23 personally delivered, sent by facsimile with receipt acknowledged, deposited with any
24 nationally recognized overnight carrier that routinely issues receipts, or deposited in any
25 depository regularly maintained by the United States Postal Service, postage prepaid,
26 certified mail, return receipt requested, addressed to the party for whom it is intended at
27 its address set forth above.

1 **33. Permits, Licenses and Taxes.** District shall secure, at its expense, the
2 permits, and District shall pay prior to delinquency all fees, taxes and penalties levied
3 against the Property or required by any authorized public entity, including any
4 possessory interest tax. Failure to pay such sums in a timely manner shall be a material
5 default hereunder.

6 **34. Section Headings.** The Section headings herein are for the convenience
7 of the parties only, and shall not be deemed to govern, limit, modify or in any manner
8 affect the scope, meaning or intent of the provisions or language of this Lease.

9 **35. County's Representative.** County hereby appoints the Assistant County
10 Executive Officer/ECD as its authorized representative to administer this Lease.

11 **36. District's Representative.** District hereby appoints the President of
12 Moreno Valley College and/or the Vice Chancellor of Business and Financial Services
13 as its authorized representative to administer this Lease.

14 **37. Acknowledgment of Memorandum of Lease.** Upon execution of this
15 Lease by the parties hereto, a memorandum of this Lease in a form acceptable to County
16 and District shall be acknowledged by County and District in such a manner that it will
17 be acceptable by the County Recorder of the County of Riverside for recordation
18 purposes, and thereafter, District shall cause such memorandum of this Lease to be
19 recorded in the Office of the County Recorder of the County of Riverside forthwith and
20 furnish County with a conformed copy thereof.

21 **38. Agent for Service of Process.** For the purpose of designating an agent
22 for service of process, the following is hereby by designated as Agent to accept on behalf
23 of the District at the District Office in Riverside: Office of General Counsel, 3801 Market
24 Street, Third Floor, Riverside, California 92501. It is expressly understood and agreed
25 that in the event District is not a resident of the State of California or it is an association
26 or partnership without a member or partner resident of the State of California, or it is a
27 foreign corporation, then in any such event, District shall file with County's Assistant
28 County Executive Officer/ECD , upon its execution hereof, a designation of a natural

1 person residing in the State of California, giving his or her name, residence and business
2 addresses, as its agent for the purpose of service of process in any court action arising
3 out of or based upon this Lease, and the delivery to such agent of a copy of any process
4 in any such action shall constitute valid service upon District . It is further expressly
5 understood and agreed that if for any reason service of such process upon District's
6 General Counsel is not feasible, then in such event District may be personally served at
7 the District Office in Riverside County and that such service shall constitute valid service
8 upon District. It is further expressly understood and agreed that District is amenable to
9 the process so served, submits to the jurisdiction of the court so obtained and waives
10 any and all objections and protests thereto.

11 **39. Notification of Taxability of Possessory Interest.** The Property herein
12 granted by County to District may create a possessory interest, subject to property or
13 possessory interest taxation. In the event District's interest in the Property, including the
14 Project and related improvements, become subject to the payment of property taxes
15 levied on such interest, District (and not County) shall be solely responsible for the
16 payment of such property taxes. District asserts and Lessor acknowledges that District
17 is a governmental agency and may be exempt from paying possessory interest taxes.
18 District will do all things reasonably necessary and appropriate to secure and maintain
19 said tax exemption during the term of this Lease. District shall reimburse County for any
20 property or possessory interest taxes on the Property (excluding special assessments or
21 other ad valorem assessments) that may become due and payable during the Lease
22 because of District's failure to file a timely exemption. County shall cooperate with
23 District in filing District's exemption notices. Said cooperation shall not be unreasonably
24 withheld.

25 **40. Toxic Materials.**

26 (a) The County warrants that to the best of its knowledge there are no
27 hazardous substances located on or within the Property.
28

1 (b) Restrictions on Lessee; Hazardous Substances. District shall not
2 cause or permit any Hazardous Substance to be used, stored, generated, or disposed
3 of on or in the Property by District, District's agents, employees, contractors, licensees,
4 or invitees, without first obtaining County's written consent, which consent may not be
5 unreasonably withheld. Materials considered hazardous that are used in the ordinary
6 course of business may be used as regulated by law. If Hazardous Substances are
7 used, stored, generated, or disposed of on or in the Property, or if the Property becomes
8 contaminated in any manner during the term hereof, District shall indemnify, defend, and
9 hold harmless the County from any and all claims, damages, fines, judgments, penalties,
10 costs, liabilities, or losses (including, without limitation, a decrease in value of the
11 Property or any part of the Project, and any and all sums paid for settlement of claims,
12 attorneys', agents, employees, contractors, licensees, invitees, consultants', and
13 experts' fees) arising during or after the term of this Lease and arising as a result of
14 such contamination by District, its agents, employees, contractors, licensees, or invitees.
15 This indemnification includes, without limitation, any and all costs incurred because of
16 any investigation of the Property or any cleanup, removal, or restoration mandated by a
17 federal, state, or local agency or political subdivision. In addition, if District causes or
18 permits the presence of any Hazardous Substance on the Property and this results in
19 contamination, District shall promptly, at its sole expense, take any and all necessary
20 actions to return the Property to the condition existing before the presence of any such
21 Hazardous Substance on the Property; provided, however, that District shall first obtain
22 County's approval for any such remedial action.

23 (c) As used herein, "Hazardous Substance" shall include, but not be
24 limited to, substances defined as "hazardous substances," "hazardous materials," or
25 "toxic substances" in the Comprehensive Environmental Response, Compensation and
26 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous
27 Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
28 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances

1 defined as “hazardous wastes” in Section 25117 of the California Health and Safety Code
2 or as “hazardous substances” in Section 25316 of the California Health and Safety Code;
3 and in the regulations adopted in publications promulgated pursuant to said laws.

4 **41. Exhibits Incorporated By Reference.** All Exhibits attached hereto are
5 incorporated into and made a part of this Lease by reference to them herein.

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

12 **43. Execution by District.** This Lease shall not be binding on District until it is
13 approved by District’s Board of Trustees and signed by the Vice Chancellor of Business
14 and Financial Services.

15
16 **[Remainder of Page**
17 **Intentionally Left Blank]**

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2 **44. Execution by County.** This Lease shall not be binding or consummated
3 until its approval and execution by the County's Board of Supervisors.

4
5 DATED: _____ (TO BE FILLED IN BY COUNTY)

6
7 **RIVERSIDE COMMUNITY COLLEGE**
8 **DISTRICT**

9
10 By: _____
11 Aaron Brown
12 Vice Chancellor
13 Business & Financial Services

14 **COUNTY OF RIVERSIDE**

15 By: _____
16 Chairman
17 Board of Supervisors

18 **ATTEST:**
19 Kecia Harper-Ihem
20 Clerk of the Board

21 By: _____
22 Deputy

23 **APPROVED AS TO FORM:**
24 Greg P. Priamos, County Counsel

25 By: _____ Thomas Oh
26 Deputy County Counsel

27 SG:ra/012312/119FM/14.433 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.433.doc

28

EXHIBIT "A"

PROJECT AREA

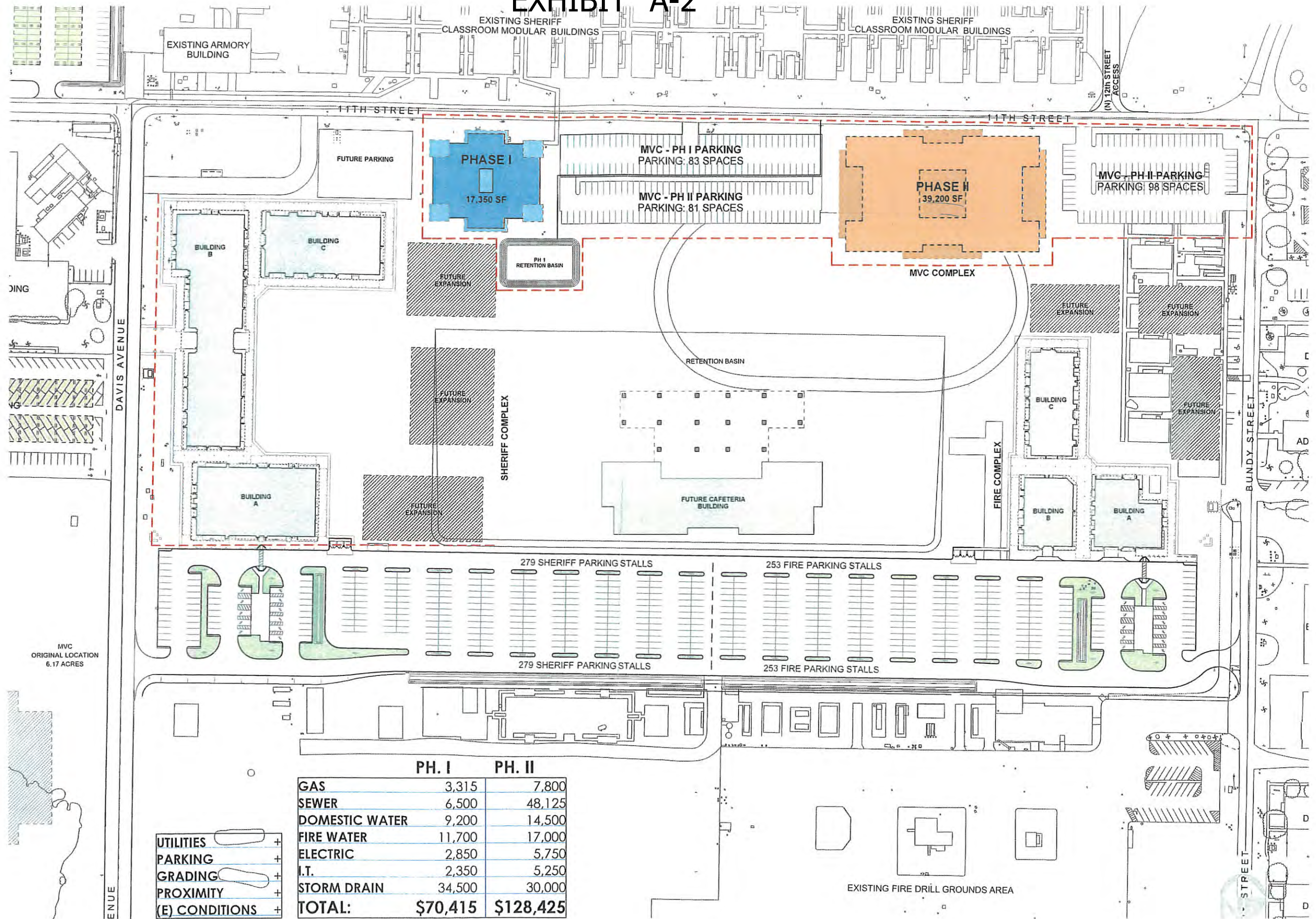
Ben Clark Public Safety Training Center



EXHIBIT "A-1"

To Be Incorporated into this Lease at a date based upon the Lease

EXHIBIT "A-2"



MVC ORIGINAL LOCATION 6.17 ACRES

UTILITIES	+
PARKING	+
GRADING	+
PROXIMITY	+
(E) CONDITIONS	+

	PH. I	PH. II
GAS	3,315	7,800
SEWER	6,500	48,125
DOMESTIC WATER	9,200	14,500
FIRE WATER	11,700	17,000
ELECTRIC	2,850	5,750
I.T.	2,350	5,250
STORM DRAIN	34,500	30,000
TOTAL:	\$70,415	\$128,425

Exhibit B

DOC # 1999-550370
12/21/1999 08:00A Fee:NC
Page 1 of 11
Recorded in Official Records
County of Riverside
Gary L. Orzo
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Riverside County Sheriff
Attn: Larry Smith
4095 Lemon St.
Riverside, CA 92501

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Quit Claim Deed

Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

Recording Requested by,
And when recorded mail to:

County of Riverside
Administration Center
4080 Lemon Street, 14th Floor
Riverside, California 92501-3651

Exempt from Documentary Transfer Tax
Rev. & Tax. Code §11922

TRA:086

M	S	U	PAGE	SIZE	DA	PCOR	RCOR	SMP	MSE
A	R	L			COPY	LONG	REFUND	NCHG	EMM

QUITCLAIM DEED



I. PARTIES

THIS DEED is made and entered into this 16th day of December 1999 by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the Federal Property and Administrative Services Act of 1949 (63 Stat. 377, 40 U.S.C. 471, et seq.), as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the policy expressed in Sec. 701 of Pub. L. No. 98-473 (40 U.S.C. § 484(p)) (the "Grantor"), and the County of Riverside, a political subdivision of the State of California (the "Grantee"). (When used in this Quitclaim Deed, unless the context specifies otherwise, "Grantor" shall include the successors and assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

FOR VALUABLE CONSIDERATION of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the use and maintenance of the hereinafter described premises for law enforcement and emergency management response, the Grantor does hereby release and forever quitclaim to the Grantee all that real property situated in County of Riverside, State of California, described as follows:

A portion of land lying in Sections 27, 28, 33, and 34, Township 3 South, Range 4 West, S.B.M., being more particularly described as follows:

COMMENCING at the northeast corner of the southeast one-quarter of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on subdivision map of Upton Acres Number 2, filed in Book 14, page 14, of Maps, Records of



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the Recorder of Riverside County, California; thence along said centerline of Nandina Avenue, N. 89°42'58" W., a distance of 2662.74 feet to the centerline intersection of Nandina Avenue and Alexander Street (60.00 feet wide); thence N. 00°57'39" E., a distance of 30.00 feet to a point of intersection with the northerly right-of-way line of said Nandina Avenue, said point also being the TRUE POINT OF BEGINNING; thence continuing N., 00°57'39" E., a distance of 1417.44 feet; thence S., 89°02'21" E., a distance of 1637.31 feet; thence N. 00°53'25" E., a distance of 1351.88 feet; thence S. 88°51'43" E., a distance of 1164.98 feet to a point of intersection with the west line of Parcel Map 22504, filed in Book 151, pages 63 and 64, of Parcel Maps, Records of the Recorder of Riverside County, California; thence along said west line, N. 00°53'58" E., a distance of 1443.48 feet; thence leaving said west line, N. 89°05'31" W., a distance of 440.96 feet; thence N. 00°49'44" E., a distance of 387.80 feet; thence N. 89°10'16" W., a distance of 3268.11 feet; thence S. 00°49'44" W., a distance of 1720.00 feet; thence N. 89°10'16" W., a distance of 1740.00 feet to a point of intersection with the easterly right-of-way line of Barton Road (44.00 feet half width) per document recorded September 22, 1972, as Instrument Number 127557, records of said recorder; thence along said easterly right-of-way line S. 00°37'32" W., a distance of 280.02 feet to an angle point in said right-of-way line; thence continuing along said right-of-way line, S. 00°26'27" W., a distance of 2615.30 feet to a point of intersection with a line being 30.00 feet north of and measured at right angles to the north line of the southwest one-quarter of said Section 33; thence S. 89°41'53" E., on a line 30.00 feet northerly of and parallel with said north line of the southwest one-quarter, a distance of 2621.72 feet to an angle point in said line; thence continuing on said parallel line, S. 89°42'57" E., a distance of 0.35 feet to the TRUE POINT OF BEGINNING.

Containing 16,312,367 square feet, or 374.480 acres, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000072279 to obtain ground distances.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

IV. EXCEPTIONS

That certain real property situated in County of Riverside, State of California, described as follows is hereby excepted from the Property:



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A portion of land lying in Section 28, Township 3 South, Range 4 West, S.B.M., known as Building 3404, and being more particularly described as follows:

COMMENCING at the northeast corner of the southeast one-quarter of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on subdivision map of Upton Acres Number 2, filed in Book 14, page 14, of Maps, Records of the Recorder of Riverside County, California; thence along said centerline of Nandina Avenue, N. 89°42'58" W., a distance of 2662.74 feet to the centerline intersection of said Nandina Avenue and Alexander Street (60.00 feet wide); thence N. 00°57'39" E., a distance of 1447.44 feet; thence S. 89°02'21" E., a distance of 745.33 feet; thence N. 00°57'39" E., a distance of 2475.51 feet; thence N. 00°53'27" E., a distance of 114.32.00 feet; thence N. 89°06'33" W., a distance of 40.65 feet to the TRUE POINT OF BEGINNING; thence N. 44°20'00" W., a distance of 32.00 feet; thence S. 45°40'00" W., a distance of 79.00 feet; thence S. 44°20'00" E., a distance of 32.00 feet; thence N. 45°40'00" E., a distance of 79.00 feet to the TRUE POINT OF BEGINNING.

Containing 2,528 square feet, or 0.058 acres, more or less.

The bearing and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply the distances shown by 1.000072279 to obtain ground distances.

V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR all oil, gas, and other mineral resources of any kind or nature in the mineral estate of the Property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the Property.

B. AND FURTHER RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") and the State of California (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.



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3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.

4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in Section VII.D. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VII. COVENANTS

A. Lead-Based Paint ("LBP")

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Part 35 Subpart H and 40 C.F.R. Part 745 Subpart F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

2. The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and



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occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Asbestos-Containing Materials ("ACM")

The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. Non-Discrimination

The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Grantor Covenant

1. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3)), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

a. The Grantor has made a complete search of its files and records. Exhibit A contains a table with the name of hazardous substances stored for one year or more, or known to



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have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or know to have been released, or disposed of, so, on the Property; and the date(s) that such storage, release, or disposal took place.

b. A description of the remedial actions taken on the Property regarding hazardous substances is contained in Exhibit B.

2. The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

E. Endangered Species.

The Grantee acknowledges that threatened or endangered species, as those terms are defined under the Federal Endangered Species Act of 1973, as amended (the "Act") are present on certain portions of the Property and acknowledges receiving a copy of the Disposal and Reuse of March Air Force Base Biological Opinion, dated November 9, 1999. The Grantee covenants and agrees to comply with the terms of the biological opinion, including, without limitation, the obligation to consult with the United States Fish and Wildlife Service as necessary in connection with the construction and development of new improvements on the Property and mitigation of impacts to habitat of the endangered Stephens' Kangaroo Rat according to the formula set out in the biological opinion.

F. Hazards to Air Navigation.

Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

IX. MISCELLANEOUS/REVERTER AFFECTING THE PROPERTY

A. Each covenant of this Deed shall be deemed to "touch and concern the land" and shall "run with the land."

B. This conveyance is made and accepted on the condition that (1) the Property shall be used and maintained for law enforcement and emergency management response in perpetuity; and (2) the Property shall not be sold, leased, mortgaged, assigned, or otherwise disposed of.



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except to another local government agency for the same purposes with the prior consent of the Director of the Air Force Base Conversion Agency, or his successor in function. In the event of a breach of any such condition as to all or any portion or portions of the Property by the Grantee, its successors or assigns, regardless of the cause of the breach, all right, title, and interest in and to such portion or portions of the Property, in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States of America at the option of and upon demand made in writing by the Director, Air Force Base Conversion Agency, or his successor in function. In such event, the United States of America shall have the immediate right of entry upon said property, and the Grantee, its successors, and assigns, shall forfeit all right, title, and interest in said property and in any and all tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to the United States of America. The failure of the Director, Air Force Base Conversion Agency, or his successor in function, to insist upon complete performance of the above conditions shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

X. LIST OF EXHIBITS

The following Exhibit is attached to and made a part of this Deed:

A. Notice of Hazardous Substances Released or Disposed of and Remedial Actions Taken on the Property.

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

UNITED STATES OF AMERICA

By


Albert F. Lowas, Jr.

Director

Air Force Base Conversion Agency

Witness:





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Exhibit A to Quitclaim Deed
Notice of Hazardous Substances Stored or Disposed of
and
Notice of Remedial Actions Taken on the Property

Hazardous Substances.

No hazardous substances were stored for more than one year or disposed of on the Property. A release of an undetermined quantity of polychlorinated biphenyls (PCBs) at from an electrical transformer occurred on the property at an unknown time and has been remediated.

Remedial Actions Taken.

In 1999, approximately 400 cubic yards of soil contaminated with PCBs was removed from the area around Building 3404 and disposed of off site. Soil samples taken after the removal of the soil confirmed that the level of contamination remaining in the soil allowed unrestricted use. The excavated area was filled with clean soil. No further action is required at the site



Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: December 21, 1999

(Grantee)

By: Joy Wilson

Attest:

Carl L. ...
Notary Public
State of California

Certificate of Grantee's Attorney

I, JOE S. RANIK, acting as Attorney for the Grantee, do hereby certify that I have examined the foregoing Indenture and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further, that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Riverside, California, this 21st day of December, 1999.

By: Joe S. Ranik

Title: ASSISTANT COUNTY COUNSEL



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12.21.1999 09:00
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Certificate of Acknowledgment

Commonwealth of Virginia :

ss.

County of Arlington :

On December 16th, 1999, before me, Bonnie Maria Harris, a Notary Public, personally appeared Albert F. Lowes, Jr., known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he executed the same in (his)(her) authorized capacity, and that by (his)(her) signature on the instrument, the entity on behalf of which (he)(she) acted, executed the instrument.

Bonnie Maria Harris
Notary Public

Enclosed Herein is My
Commission to Notarize as a Notary Public Seal
My Commission Expires 02/21/2003

My commission expires on BONNIE MARIA HARRIS



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Exhibit C

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into as of this 21st day of September, 2010, by and between COUNTY OF RIVERSIDE, a public entity ("County") and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity ("District").

RECITALS

WHEREAS, County received property formerly part of March Air Force Base, consisting of approximately 375 acres ("Property"), generally situated south of Van Buren Boulevard and east of Wood Road, and north of Nandina Avenue, in unincorporated Riverside County. The Property was conveyed to the County through a federal land transfer provision known as a Public Benefit Conveyance, for the purposes of operating and developing a public safety training center, commonly referred to as the Ben Clark Public Safety Training Center (BCTC). The County received the Property through a Quitclaim Deed dated December 30, 1999 and recorded January 6, 2000; and

WHEREAS, the Quitclaim Deed transferred former military land and property (inclusive of buildings) for \$1.00 USD to the County, the conveyance was made and accepted on the condition that (1) the Property shall be used and maintained for law enforcement and emergency management response in perpetuity; and (2) the Property shall not be sold, leased, mortgaged, assigned, or otherwise disposed of, except to another local government agency for the same purposes with prior consent of the Director of the Air Force Base Conversion Agency, or his successor in function; and

WHEREAS, the District through its Moreno Valley College ("College"), which is an open admissions college, is the education partner for public safety education training center since 1953 in partnership with the Riverside County Sheriff's and CAL Fire/Regional Fire departments providing public safety training for law enforcement and fire technology programs; and

WHEREAS, the County has developed a master plan for the program, development and operation of the Ben Clark Public Safety Training Center; and

WHEREAS, it is the intent of both County and District to facilitate the establishment of Ben Clark Public Safety Training Center as an Education Center to Moreno Valley College and to develop facilities to house the educational services and required operations of the College.

WHEREAS, the programmatic focus at BCTC is public safety training, the intent of the College is to offer subject area and general education courses leading to certificate and degrees in public safety education and training and allied disciplines.

In consideration of the foregoing Recitals, both parties agree to use good faith efforts to bring about the following transactions, as soon as possible:

1. Establishment of an Education Center to Moreno Valley College at Ben Clark Public Safety Training Center: It is the intent of the District and College to apply to the

California Post Secondary Education Commission and California Community College System Board of Governor's for the establishment of an Education Center at BCTC. In doing so, the following understandings are intended by both parties:

- a. In seeking designation as an Education Center, the District and College will receive the following benefits in establishing an Education Center:
 - i. Eligibility and access to state Capital Outlay Funding.
 - ii. Separate allocation of operations funding support from the state.
 - b. Designation of an educational center to the College requires that conditions be met, including but not limited to the following:
 - i. Ownership or long term [99-year] lease of the site.
 - ii. Access to student services.
 - iii. On-site administration.
 - iv. Access to student population.
 - v. Offering of general education courses.
 - vi. Expected enrollment exceeding 500 full-time equivalent students, for a minimal three-year duration.
2. Property: The master plan for BCTC includes areas that are allocated to the specific training needs of the center, many which are highly specific to law enforcement or fire safety training needs and carry access restriction requirements. The master plan further specifies an area for general, student services and classrooms that is separate from the specific training and restricted access areas referred to RSO& LE Partners) depicted on Exhibit "A", attached hereto this MOA.
- a. It is the intent of the District to obtain a controlling interest by a long-term [99-year] lease of acreage within the general student services area to develop a facility by the District to accommodate the following: classrooms/facilities for fire, law enforcement, and general education; offices for instructional and student services staff, faculty offices, library space for public safety and general education students, and student services offices to house student services (including but not limited to counseling and student financial aid).
 - b. It is the intent of the County to facilitate a controlling interest in acreage, to be specified, to the District for the purposes of developing an Education Center facility at BCTC. The size and configuration of the property shall be formally identified in a subsequent transfer document.
 - c. Said acreage shall be generally accessible to student and potential students of public safety and general educational needs.
 - d. It is the intent of the District and College to design and develop a facility on the property to house an Education Center at BCTC. Said facility shall be designed and developed in coordination with the County. An agreement for development shall be a subsequent document to address elements such as site preparation, infrastructure and utility access, development design, parking and support elements, and other obligations.
3. Operational Understandings: It is understood by both parties that a public safety training center must be carefully planned and operated to assure appropriate access and operation to meet the needs and mission of all parties involved in the training center.

- a. Joint Use Learning Center: Both parties agree that a joint use learning center is in the interest in advancing the partnerships of the County and District at BCTC and that an operation (joint use) agreement shall be formally identified in a subsequent document. A subsequent document shall address the following:
 - i. Administrative, instructional and student services offered.
 - ii. Joint use of classroom space.
 - iii. Joint use of library and digital resources.
 - b. Operation as an Education Center: An Education Center requires the offering of general education courses, and administration and student services at the site.
 - i. County recognizes that the student population at the center will include both public safety and general education student populations.
 - ii. District and College recognize that subject area and general education courses are structured to benefit the needs of public safety education students at BCTC.
 - iii. District and College recognize that students enrolled in the public safety education curriculum take a priority to education offerings at BCTC.
 - iv. Both parties agree that an operational agreement shall be developed as a subsequent document to address the following:
 1. Access to courses
 2. Course offerings
 3. Schedule for priority registration of public safety students
 4. Student support services
 5. Faculty and staff development activities
4. Time is of the Essence. Both parties mutually agree that time is of the essence to carry out the elements described in this MOA.

This MOA is intended solely as a summary of the terms that are currently proposed by the County and District. Both County and District will be expending resources following the execution of this MOA and, accordingly, County and District have agreed pursuant to this MOA to act in good faith in furtherance of achieving their mutual intent. Notwithstanding the foregoing, if either County or District determines, in good faith, that the mutual intent cannot be achieved, then each part is and will be solely liable for all of its own fees, costs, and other expenses in conjunction with implementation of this MOA.

County of Riverside

Riverside Community College District

Authorized Representative

James L. Buisse, Vice Chancellor
Administration & Finance

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into as of this ____ day of _____, 2010, by and between **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("County") and **RIVERSIDE COMMUNITY COLLEGE DISTRICT**, a public entity ("District").

RECITALS

WHEREAS, County received property formerly part of March Air Force Base, consisting of approximately 375 acres ("Property"), generally situated south of Van Buren Boulevard and east of Wood Road, and north of Nandina Avenue, in unincorporated Riverside County. The Property was conveyed to the County through a federal land transfer provision known as a Public Benefit Conveyance, for the purposes of operating and developing a public safety training center, commonly referred to as the Ben Clark Public Safety Training Center (BCTC). The County received the Property through a Quitclaim Deed dated December 30, 1999 and recorded January 6, 2000; and

WHEREAS, the Quitclaim Deed transferred former military land and property (inclusive of buildings) for \$1.00 USD to the County, the conveyance was made and accepted on the condition that (1) the Property shall be used and maintained for law enforcement and emergency management response in perpetuity; and (2) the Property shall not be sold, leased, mortgaged, assigned, or otherwise disposed of, except to another local government agency for the same purposes with prior consent of the Director of the Air Force Base Conversion Agency, or his successor in function; and

WHEREAS, the District through its Moreno Valley College ("College"), which is an open admissions college, is the education partner for public safety education training center since 1953 in partnership with the Riverside County Sheriff's and CAL Fire/Regional Fire departments providing public safety training for law enforcement and fire technology programs; and

WHEREAS, the County has developed a master plan for the program, development and operation of the Ben Clark Public Safety Training Center; and

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WHEREAS, the programmatic focus at BCTC is public safety training, the intent of the College is to offer subject area and general education courses leading to certificate and degrees in public safety education and training and allied disciplines.

In consideration of the foregoing Recitals, both parties agree to use good faith efforts to bring about the following transactions, as soon as possible:

SEP 28 2010 3:07

1. Establishment of an Education Center to Moreno Valley College at Ben Clark Public Safety Training Center: It is the intent of the District and College to apply to the California Post Secondary Education Commission and California Community College System Board of Governor's for the establishment of an education center at BCTC. In doing so, the following understandings are intended by both parties:
 - a. In seeking designation as an education center, the District and College will receive the following benefits in establishing an education center:
 - i. Eligibility and access to state Capital Outlay Funding.
 - ii. Separate allocation of operations funding support from the state.
 - b. Designation of an educational center to the College requires that conditions be met, including but not limited to the following:
 - i. Ownership or long term [99-year] lease of the site.
 - ii. Access to student services.
 - iii. On-site administration.
 - iv. Access to student population.
 - v. Offering of general education courses.
 - vi. Expected enrollment exceeding 500 full-time equivalent students, for a minimum three-year duration.

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 - a. It is the intent of the District to obtain a controlling interest by a long-term [99-year] lease of acreage within the general student services area to develop a facility by the District to accommodate the following: classrooms/facilities for fire, law enforcement, and general education; offices for instructional and student services staff, faculty offices, library space for public safety and general education students, and student services offices to house student services (including but not limited to counseling and student financial aid).
 - b. It is the intent of the County to facilitate a controlling interest in acreage, to be specified, to the District for the purposes of developing an education center facility at BCTC. The size and configuration of the property shall be formally identified in a subsequent transfer document.
 - c. Said acreage shall be generally accessible to student and potential students of public safety and general educational needs.
 - d. It is the intent of the District and College to design and develop a facility on the property to house an education center at BCTC. Said facility shall be designed and developed in coordination with the County. An agreement for development shall be a subsequent document to address elements such as site preparation, infrastructure and utility access, development design, parking and support elements, and other obligations.

3. Operational Understandings: It is understood by both parties that a public safety training center must be carefully planned and operated to assure appropriate access and operation to meet the needs and mission of all parties involved in the training center.
 - a. Joint Use Learning Center: Both parties agree that a joint use learning center is in the interest in advancing the partnerships of the County and District at BCTC and that an operation (joint use) agreement shall be formally identified in a subsequent document. A subsequent document shall address the following:
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 - iv. Both parties agree that an operational agreement shall be developed as a subsequent document to address the following:
 1. Access to courses
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 3. Schedule for priority registration of public safety students
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4. Time is of the Essence. Both parties mutually agree that time is of the essence to carry out the elements described in this MOA.

This MOA is intended solely as a summary of the terms that are currently proposed by the County and District. Both County and District will be expending resources following the execution of a Letter of Intent and, accordingly, County and District have agreed pursuant to this MOA to act in good faith in furtherance of achieving their mutual intent. Notwithstanding the foregoing, if either County or District determines, in good faith, that the mutual intent cannot be achieved, then each part is and will be solely liable for all of its own fees, costs, and other expenses in conjunction with implementation of this MOA.

IN WITNESS WHEREOF, the duly authorized representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: 9/29/10

By: [Signature]
James L. Buysse, Vice Chancellor
Administration & Finance

COUNTY OF RIVERSIDE

Dated: SEP 28 2010

By: [Signature]
Marion Ashley, Chair
Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

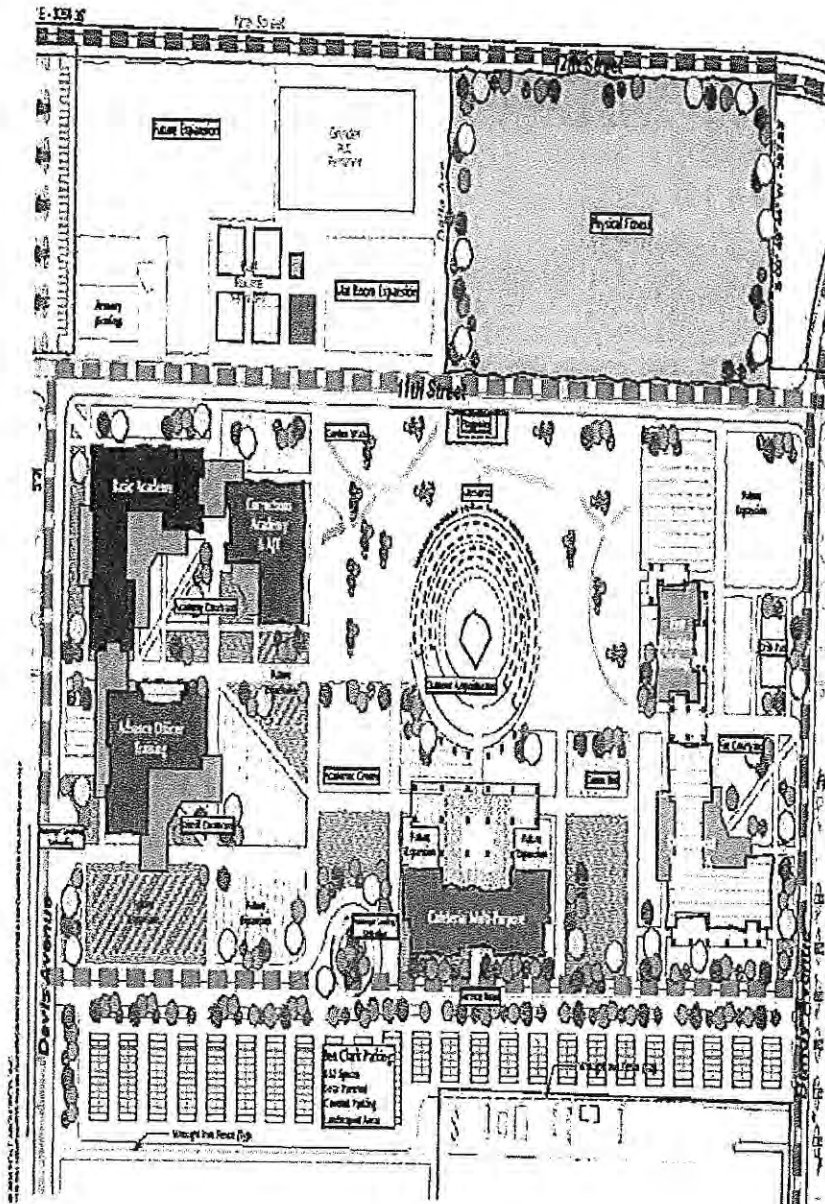
By: [Signature]
Deputy

FORM APPROVED COUNTY COUNSEL
BY [Signature] DATE 9/28/10
NATALIE KIPNIS

Leslie Salas
is
sending
out for
signatures

SEP 28 2010 3:07

Exhibit "A"



- Legend**
- Solid Concrete
 - Gravelly Vehicle Concrete
 - Asphalt Vehicle Concrete

Ben Clark Public Safety Training Center
 1671 Davis Avenue
 Redwood City, CA 94061



Project Number: PS101E
 Date: October 21, 2008
 Scale: Not to Scale

Parking - 2875 Spaces

Option "E"
 Master Plan
 Micro Scale

Schematic Design
 PS101E

Exhibit D



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

County of Riverside EDA
3403 10th Street, Suite 500
Riverside, CA 92501

Attn: Sue Anna Schatz

Our File No: 09304126 - 10
Title Officer: Chris Maziar
e-mail: unit10@ltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

Your Reference No: 294-110-003,005

Property Address: MARIPOSA, Riverside Area, California

PRELIMINARY REPORT

Dated as of October 6, 2011 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Lawyers Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

File No: 09304126

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

ALTA Owners 2006 Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

County of Riverside, a political subdivision of the State of California

The land referred to herein is situated in the County of RIVERSIDE, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel A: (294-110-003)

A portion of land lying in Section 28, Township 3 South, Range 4 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of Section 33, Township 3 South, Range 4 West, San Bernardino Base and Meridian, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14 of Maps, records of the Recorder of Riverside County, California;
Thence along said centerline of Nandina Avenue, North 89° 42' 58" West, a distance of 2662.74 feet to the centerline intersection of said Nandina Avenue and Alexander Street (60.00 feet wide);
Thence North 00° 57' 39" East, a distance of 1447.44 feet;
Thence South 89° 02' 21" East, a distance of 745.33 feet;
Thence North 00° 57' 39" East, a distance of 2475.51 feet;
Thence North 00° 53' 27" East, a distance of 114.32 feet;
Thence North 89° 06' 33" West, a distance of 40.65 feet to the True Point of Beginning;
Thence North 44° 20' 00" West, a distance of 32.00 feet;
Thence South 45° 40' 00" West, a distance of 79.00 feet;
Thence South 44° 20' 00" East, a distance of 32.00 feet;
Thence North 45° 40' 00" East, a distance of 79.00 feet to the True Point of Beginning.

The bearing and distances used in the above description are based on the California coordinate System of 1983, Zone 6. Multiply the distances shown by 1.000072279 to obtain ground distances.

Also excepting therefrom reserving unto the grantor all oil, gas and other mineral resources of any kind or nature in the mineral estate of the property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the property as reserved in the deed from the United States of America, recorded May 28, 2001 as Instrument No. 2001-235686 of Official Records.

Parcel B: (294-130-008, 294-110-003, 005 and 295-020-005, 008)

All that certain real property situated in the County of Riverside, State of California, described as follows:

All those portions of Lots 103, 104, and 105 in the Alessandro Tract, as per Plat recorded in Book 6, Page 13 of Maps, records of San Bernardino County and those portions of Lots 1 through 7, inclusive, and Lots 10 through 24, inclusive, Lots 31 through 38, inclusive, together with those portions of vacated Mariposa Avenue, Mead Street, Boulder Avenue, Alexander Street and Elsinore Road which would pass by operation of law, all within Upton Acres No. 2, as per Plat recorded in Book 14 of Maps, Page 14, records of Riverside County, and being within Sections 27, 28, 33 and 34, Township 3 South, Range 4 West, San Bernardino Base and Meridian, according to the Official Plat thereof, all of said land being in the County of Riverside, State of California, described as a whole as follows:

Commencing at the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14, of Maps, records of the recorder of Riverside County, California;
Thence along said centerline of Nandina Avenue North $89^{\circ} 42' 58''$ West, a distance of 2662.74 feet to the centerline intersection of Nandina Avenue and Alexander Street (60.00 feet wide);
Thence North $00^{\circ} 57' 39''$ East, a distance of 30.00 feet to a point of intersection with the Northerly right-of-way line of said Nandina Avenue, said point also being the true point of beginning;
Thence continuing North $00^{\circ} 57' 39''$ East, a distance of 1417.44 feet;
Thence South $89^{\circ} 02' 21''$ East, a distance of 1637.31 feet;
Thence North $00^{\circ} 53' 25''$ East, a distance of 1351.88 feet;
Thence South $88^{\circ} 51' 43''$ East, a distance of 1164.98 feet to a point of intersection with the West line of Parcel Map 22504, filed in Book 151, Pages 63 and 64 of Parcel Maps, records of the recorder of Riverside County, California;
Thence along said West line North $00^{\circ} 53' 58''$ East, a distance of 1443.48 feet;
Thence leaving said West line North $89^{\circ} 05' 31''$ West, a distance of 440.96 feet;
Thence North $00^{\circ} 49' 44''$ East, a distance of 387.80 feet;
Thence North $89^{\circ} 10' 16''$ West, a distance of 3268.11 feet;
Thence South $00^{\circ} 49' 44''$ West, a distance of 1720.00 feet;
Thence North $89^{\circ} 10' 16''$ West, a distance of 1740.00 feet to a point of intersection with the Easterly right-of-way line of Barton Road (44.00 feet half width) per document recorded September 22, 1972 as Instrument No. 127557, records of said recorder;

Thence along said Easterly right-of-way line South $00^{\circ} 37' 32''$ West, a distance of 280.02 feet to an angle point in said right-of-way line;
Thence continuing along said right-of-way line South $00^{\circ} 26' 27''$ West, a distance of 2615.30 feet to a point of intersection with a line being 30.00 feet North of and measured at right angles to the North line of the Southwest One-Quarter of said Section 33;
Thence South $89^{\circ} 41' 53''$ East, on a line 30.00 feet Northerly of and parallel with said North line of the Southwest One-Quarter, a distance of 2621.72 feet to an angle point in said line;
Thence continuing on said parallel line South $89^{\circ} 42' 57''$ East, a distance of 0.35 feet to the true point of beginning.

Excepting therefrom that portion of land lying in Section 28, Township 3 South, Range 4 West, San Bernardino Base and Meridian, known as Building 3404, and being more particularly described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14 of Maps, records of the recorder of Riverside County, California;
Thence along said centerline of Nandina Avenue, North $89^{\circ} 42' 58''$ West, a distance of 2662.74 feet to the centerline intersection of said Nandina Avenue and Alexander Street (60.00 feet wide);
Thence North $00^{\circ} 57' 39''$ East, a distance of 1447.44 feet;
Thence South $89^{\circ} 02' 21''$ East, a distance of 745.33 feet;
Thence North $00^{\circ} 57' 39''$ East, a distance of 2475.51 feet;
Thence North $00^{\circ} 53' 27''$ East, a distance of 114.32.00 feet;
Thence North $89^{\circ} 06' 33''$ West, a distance of 40.65 feet to the true point of beginning;
Thence North $44^{\circ} 20' 00''$ West, a distance of 32.00 feet;
Thence South $45^{\circ} 40' 00''$ West, a distance of 79.00 feet;
Thence South $44^{\circ} 20' 00''$ East, a distance of 32.00 feet;
Thence North $45^{\circ} 40' 00''$ East, a distance of 79.00 feet to the true point of beginning.

Also Excepting therefrom reserving unto the grantor all oil, gas and other mineral resources of any kind or nature in the mineral estate of the property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the property as reserved in the deeds from the United States of America, recorded December 21, 1999 as Instrument No. 99-550370 and recorded January 6, 2000 as Instrument No. 2000-6655 both of Official Records.

Assessor's Parcel Number: 294-110-003; 294-110-005-2; 294-130-008-7; 295-020-005-1 and 295-020-008-4

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor of material not shown by the Public Records.

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. No taxes are due or payable at this time. Said Property is currently owned by a Governmental Agency.
- B. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts may be collected with the regular real property taxes.
- C. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.
 1. Water rights, claims or title to water, whether or not shown by the public records.
 2. An easement in favor of the public over any existing roads lying within said land.
 3. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Purpose: canals and flumes and pipe lines and the rights of way of the same
Recorded: September 5, 1905 in Book 208, Page 180 of Deeds
The exact location and/or extent of said easement is not disclosed in the public records.
 4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Purpose: public roads and highway, for public utilities, for railroads and for pipe lines
Recorded: November 1, 1944 in Book 645, Page 477 of Official Records
The exact location and/or extent of said easement is not disclosed in the public records.
Said matter affects Parcel A
 5. The matters contained in a document entitled "Resolution Abandoning County Highways" recorded May 5, 1953 in Book 1468, Page 470 of Official Records.
Reference is made to said document for full particulars.

File No: 09304126

6. The fact that said land lies within the Santa Ana Watershed Benefit Assessment Area, as disclosed by document recorded June 10, 1991 as Instrument No. 193749 of Official Records.

Reference is made to said document for full particulars.

7. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Retrocession of Legislative Jurisdiction California Government Code
Section 113
Dated: May 15, 1996
Executed by: Robert C. Hight, Executive Officer California State Lands
Commission
Recorded: May 17, 1996 as Instrument No. 184254 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

8. Covenants, conditions and restrictions as set forth in the document

Recorded: December 21, 1999 as Instrument No. 1999-550370 and
January 6, 2000 as Instrument No. 2000-006655 both of Official
Records

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

Among other things, said document provides for:

A) Reservations to the United States of America including Environmental Protection Agency (EPA) for access to, and use of utilities.

B) The property shall be used and maintained for law enforcement and emergency management response in perpetuity.

C) Right of Reverter to the United States upon breach of certain conditions.

The matters contained in a document entitled "Release and Cancellation of Easement" recorded September 12, 2006 as Instrument No. 2006-0671973 of Official Records.

Reference is made to said document for full particulars.

9. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 108, Pages 9-12 inclusive, of Records of Survey

File No: 09304126

10. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded: February 15, 2001 in Book 110, Pages 30-40 Records of Survey

Said matter affects Parcel B

11. Covenants, conditions and restrictions as set forth in the document

Recorded: May 29, 2001 as Instrument No. 2001-235686 of Official Records

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

Said matter affects Parcel A

12. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Covenant to Restrict Use of Property Environmental Restriction
Parcel H-1A formerly known as March Air Force Base Riverside
County, California 92518-1504

Dated: May 22, 2001

By and between: County of Riverside Sheriff's Department (the "Covenantor"), and
by the Department of Toxic Substances Control (DTSC)(the
"Covantee")

Recorded: May 29, 2001 as Instrument No. 2001-235687 of Official Records

Reference is made to said document for full particulars.

13. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Department of the Air Force Utility Bill of Sale

Dated: September 26, 2002

By and between: United States of America, to the March Joint Powers Authority, a
California joint powers agency and a Local Redevelopment
Authority

Recorded: September 27, 2002 as Instrument No. 2002-538526 of Official
Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

File No: 09304126

14. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Department of the Air Force Assignment of Easements
Dated: September 26, 2002
By and between: United States of America, acting by and through its Secretary of the Air Force ("Assignor"), and the March Joint Powers Authority, a California joint powers agency ("Assignee")
Recorded: September 27, 2002 as Instrument No. 2002-538527 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

15. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Department of the Air Force Assignment of Rights
Dated: September 26, 2002
By and between: United States of America, acting by and through its Secretary of the Air Force ("Assignor"), and the March Joint Powers Authority, a California joint powers agency ("Assignee")
Recorded: September 27, 2002 as Instrument No. 2002-538528 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

16. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Department of the Air Force License on Portions of the Former March Air Force Base
Dated: September 27, 2002
By and between: United States of America, acting by and through its Secretary of the Air Force ("Government"), and the March Joint Powers Authority, a California joint powers agency ("March JPA")
Recorded: October 23, 2002 as Instrument No. 2002-594952 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

17. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Assignment of License
Dated: September 27, 2002
By and between: March Joint Powers Authority, a California joint powers agency and Western Municipal Water District of Riverside County, a California municipal water district
Recorded: October 24, 2002 as Instrument No. 2002-600755 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

File No: 09304126

18. A financing statement filed in the office of the County Recorder, showing:

Debtor: County of Riverside
Secured Party: LaSalle Bank National Association
Date: Not Set Out
Recorded: September 18, 2003 as Instrument No. 2003-727288 of Official Records
Property Covered: as shown therein

Said matter affects Parcel B

Said matter affects said land and other land

19. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment Agency: March Joint Powers Authority Redevelopment Plan for the March Air Force Base Redevelopment Plan
Recorded: February 6, 2004 as Instrument No. 2004-0086467 of Official Records

20. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Western Municipal Water District of Riverside County
Purpose: a pipeline or pipelines for all purposes, together with any easement roads, appurtenances and communication cables specifically for system operations within the right-of-way, and for the ingress and egress
Recorded: July 23, 2004 as Instrument No. 2004-0572830 of Official Records
Affects: said land more particularly described therein.

Said matter affects Parcel B

21. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Site and Facilities Lease
Dated: April 1, 2005
By and between: County of Riverside, Lessor, and County of Riverside Asset Leasing Corporation, Lessee
Recorded: April 29, 2005 as Instrument No. 2005-0342126 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

Affects the herein-described land and other land

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

File No: 09304126

22. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Sublease and Option to Purchase
Dated: April 1, 2005
By and between: County of Riverside Asset Leasing Corporation, Sublessor, and
County of Riverside, sublessee
Recorded: April 29, 2005 as Instrument No. 2005-0342127 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

Affects the herein-described land and other land.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

23. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Assignment Agreement (Capital Improvements Project 2005 Series A)
Dated: April 1, 2005
By and between: County of Riverside Asset Leasing Corporation and Wells Fargo Bank, National Association as Trustee
Recorded: April 29, 2005 as Instrument No. 0342128 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

24. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Infrastructure Easement Agreement
Dated: May 10, 2006
By and between: March Joint Powers Authority, a joint powers authority established pursuant to the laws of the State of California ("Grantor"), and Southern California Edison Company, a corporation ("Grantee")
Recorded: October 27, 2006 as Instrument No. 2006-0791241 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

The matters contained in a document entitled "Quitclaim Deed (Easement)" recorded February 4, 2008 as Instrument No. 2008-0055601 of Official Records.

Reference is made to said document for full particulars.

25. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment Agency: March Joint Powers Redevelopment Agency
Recorded: June 11, 2007 as Instrument No. 2007-0380610 of Official Records

File No: 09304126

26. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Infrastructure Easement Agreement
Dated: February 21, 2007
By and between: March Joint Powers Authority and Southern California Edison
Company, a California Corporation
Recorded: March 21, 2008 as Instrument No. 2008-0140918 of Official
Records

Reference is made to said document for full particulars.

27. Lack of a right of access to and from the land.

Said matter affects Parcel A

28. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

29. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.

This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

30. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

31. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH
FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

REQUIREMENTS SECTION:

REQ NO.1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties	Buyers/Sellers
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INFORMATIONAL NOTES SECTION

NOTE NO. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Phone: (888) 384-8400
ABA #121000248
Credit To: Lawyers Title Company - Commercial Services
Account #4122109614

RE: 09304126 903 - CMC

PLEASE INDICATE COMMONWEALTH LAND TITLE COMPANY ESCROW OR TITLE ORDER NUMBER

NOTE NO. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

File No: 09304126

NOTE NO. 4 THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.

(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Typist: tga

Date Typed: October 18, 2011

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule E, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 4. Failure to pay value for your title.
 5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - or
 - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records

ATTACHMENT ONE
(Continued)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE B, PART I
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
5. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- | | |
|---|--|
| <p>1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:</p> <ul style="list-style-type: none"> a. building b. zoning c. Land use d. improvements on Land e. land division f. environmental protection <p>This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.</p> | <p>b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.</p> <p>4. Risks:</p> <ul style="list-style-type: none"> a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records. b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25. <p>5. Failure to pay value for Your Title.</p> <p>6. Lack of a right:</p> <ul style="list-style-type: none"> a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. <p>This Exclusion does not limit the coverage described in Covered Risk 11 or 18.</p> |
| <p>2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.</p> <p>3. The right to take the Land by condemning it, unless:</p> <ul style="list-style-type: none"> a. notice of exercising the right appears in the Public Records at the Policy Date; or | |

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1.00% of Policy Amount or <u>\$2,500.00</u> (whichever is less)	<u>\$10,000.00</u>
Covered Risk 15:	1.00% of Policy Amount or <u>\$5,000.00</u> (whichever is less)	<u>\$25,000.00</u>
Covered Risk 16:	1.00% of Policy Amount or <u>\$5,000.00</u> (whichever is less)	<u>\$25,000.00</u>
Covered Risk 18:	1.00% of Policy Amount or <u>\$2,500.00</u> (whichever is less)	<u>\$5,000.00</u>

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18: 1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19: 1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21: 1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under

- Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
(a) The time of the advance; or
(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07/26/10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the Insured Claimant;

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- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

File No. 09304126

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

CLTC – Commonwealth Land Title Company

FNF Underwriter

CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (CLTC and CLTIC)

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

DISASTER LOANS (CLTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

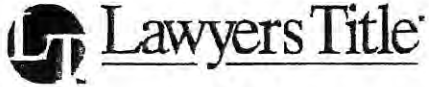
EMPLOYEE RATE (CLTC and CLTIC)

File No: 09304126

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

CLTC Discount Notice

Mod. 1/10/2010



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

Order No: 09304126

"Notice to Customers"
(Involves Residential Real Property in California ONLY)

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts, however, the maximum discount that can be given in this transaction shall be equal to \$100 (5 x \$20).

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

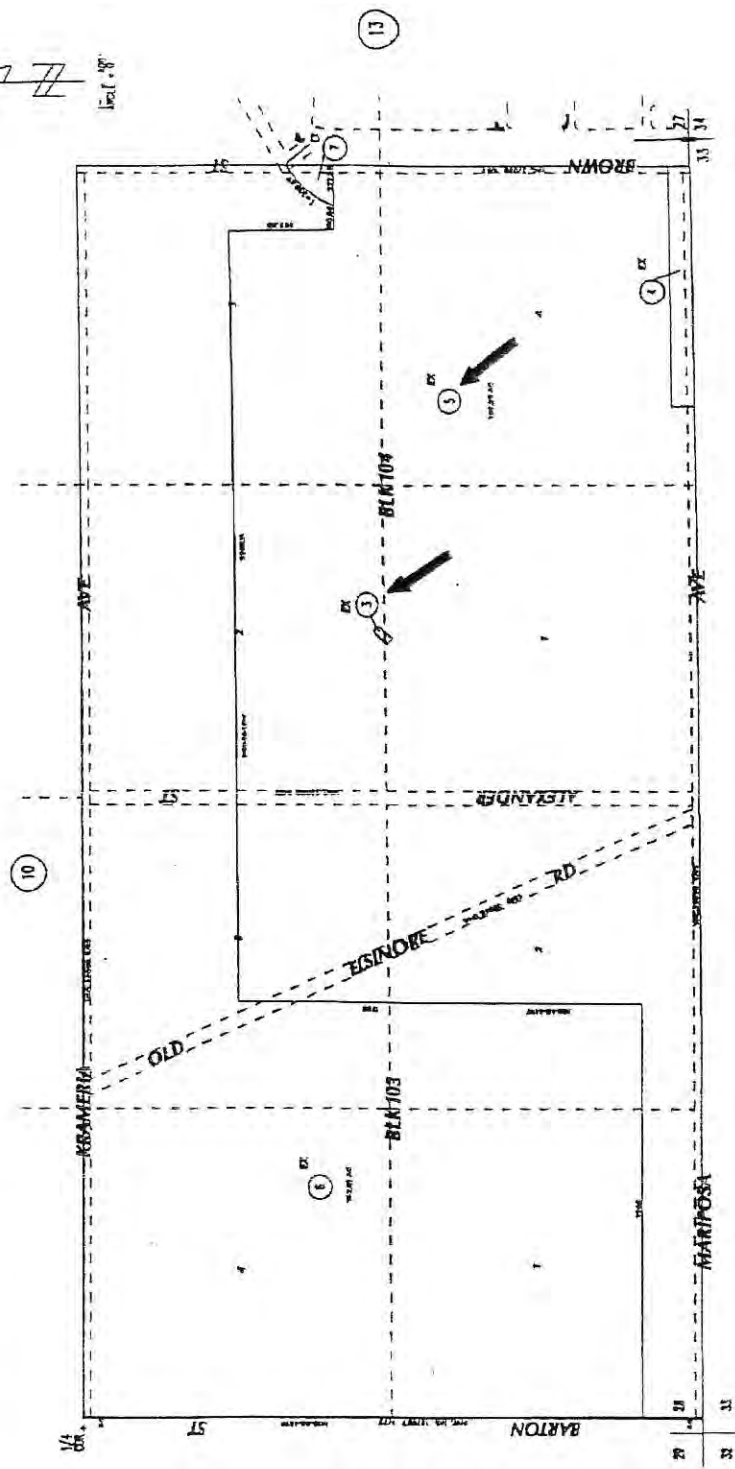
Telephone No: _____

294-11
11-31

T.R.A. 098-008

POR. SEC 28 T.3S. R.4W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE RESULTS OF THE DATA SHOWN. ALEXANDRO TRACT MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



DATE	BY	REVISION

JUN 06 2002

947 2002

18 6/13 S.B. ALESSANDRO TRACT

285 01

DATE: 11/01/02 BY: [Signature]

ASSESSOR'S MAP BOOK NO. 11
Herrera/Co. County, Calif.

0020

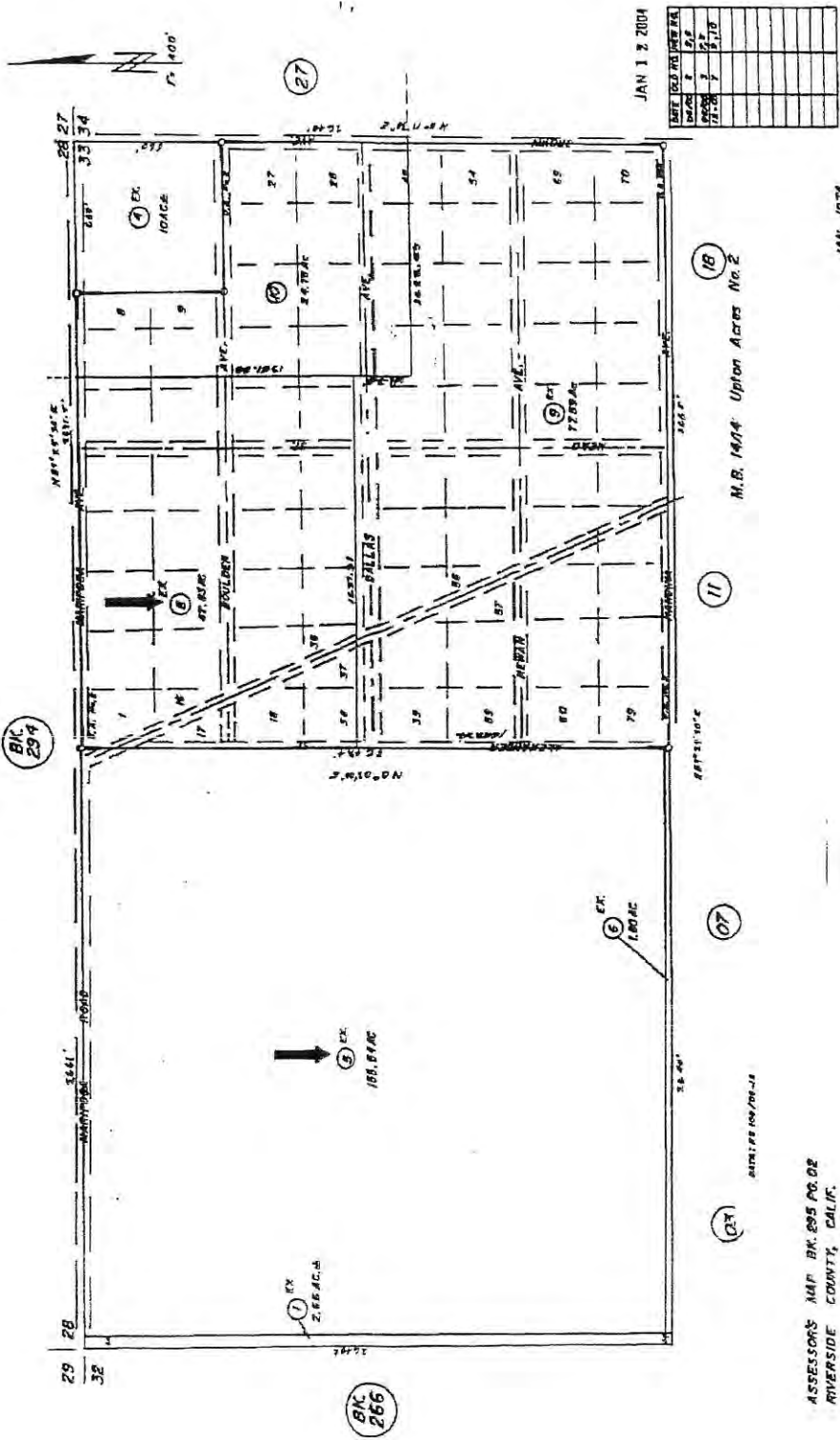
286 15

286 15

11-43.44
295-02

T.R.A. 5608

N1/2 SEC. 33, T.3S.R.4W.



ASSESSOR'S MAP BK. 895 PG. 02
RIVERSIDE COUNTY, CALIF.

EXHIBIT "E"
SCHEDULE PERFORMANCE MEASURES

EXHIBIT "E"
SCHEDULE - PERFORMANCE MEASURES

It is understood and agreed to by the County of Riverside and Riverside Community College District, that the following Performance Measures are applied to the Ground Lease Agreement.

1. **Approval of District's Facilities Plan:** Prior to the submission on an initial Project Proposal (IPP) to the State Chancellor's Office by the District, that all parties to the Ground Lease Agreement shall have the right to review and approve the District's facilities plan for the leased property. Acceptance and approval of said IPP by the County should not unreasonably withheld. Once an IPP is submitted to the State Chancellor's office no additional changes or approvals shall be made.
2. **Utility and Infrastructure Study/Agreement:** At the time of Final Project Proposal (FPP) to the State Chancellor's Office, the District shall conduct, in consultation with the County, a utility and infrastructure study to determine the District's fair share of utility infrastructure obligation and requirements. An agreement for the prorated share of the District's fair share of utility and infrastructure requirements shall be entered into prior to the submission of construction plans in to the Division of State Architects.
3. **Maintenance and Operation Agreement:** Prior to occupancy of the facility under the Lease Agreement, the County and District shall enter in a Maintenance and Operation Agreement to address, maintenance of the facility and the site, including but not limited to the parking lot, landscaping, site lighting, facility utilities, facility maintenance and any other element appropriate by both parties.
4. **Performance Timeline:**
 - a. Submittal of an initial project Proposal (IPP): June 1, 2013
 - b. Submittal of the FFP to state Chancellor's office by District: June 1, 2014
 - c. District ranked for project funding by state: June 1, 2017
 - d. Project funded by and approved state bond by: January 1, 2022
 - e. Planning, construction and occupancy of building by: December 31, 2025

**FACILITIES PLANNING AND DEVELOPMENT:
MEASURE C CURRENT/FUTURE PROJECT SUMMARY STATUS UPDATES (04/19)**

Project

Status

Riverside City College

RCC 5-year Capital Construction Plan with State

Life Science/Physical Science Reconstruction

Final Project Proposal (FPP) submitted to State (Funding = State: \$21,776,000/Measure C: \$6,883,000)

Moreno Valley College

Facilities Master Plan Update

The College has hired DLR architects to perform the Facilities Master Plan Update. The architect is scheduled to be complete by the end of June.

Student Service Welcome Center Project

The project is currently in the final design development stage, and will be moving into the 50% construction stage. CM selections were performed and the College selected Tilden-Coil as their CM.

BCTC Center (Phase 1)

The BCTC Ground Lease was approved by the District/College and went to the January 2019 Board for approval. The college is currently in the process of selecting an architect to start the design work.

Norco College

NC 5-year Capital Construction Plan with State

Multimedia and Arts Center

Initial Project Proposal submitted to State (Funding = State: \$67,828,000/Measure C: \$1,629,000)

Minutes of the Measure C Citizens' Bond Oversight Committee Meeting
Riverside Community College District
Executive Conference Room #309
3801 Market Street, Riverside, CA 92501
4 p.m. – April 25, 2019

Members Present:

Clark DuPont
Jason Hunter
Jeanette Hazelwood arrived
at 4:18p.m.

Staff/Guests:

Wolde-Ab Isaac, *Chancellor*
Aaron Brown, *Vice Chancellor, Business and
Financial Services*
Majd Askar, *Director, Business Services*
Peggy Cartwright, *Associate Vice Chancellor,
Strategic Communications & Institutional Advancement*
Hussain Agah, *Associate Vice Chancellor,
Facilities Planning & Development*
Bart Doering, *Director, Facilities Development*
Chet Wang, *Managing Director, Keygent LLC*
Carlos Villafuerte, *Shareholder, Stradling Attorney at
Law*

Call to Order: 4:10 pm

Quorum was not reached.

Approval of January 17, 2019 Minutes

Bring minutes to July meeting for approval

Chet Wang, Keygent LLC provided cost issue, Tax assessment below \$18/ assessment value. Provided information on historical financing cost.

Q: Hunter – Why would RCCD have 2 issuances on same day? Economies of scale. Financing & refunding at same time.

Carlos Villafuerte Stradling Bond Counsel. Delivering information to public Stare conclusions, bond proceeds on appropriate expenses & appropriate salaries.

Post agenda

Project list in generality. Long Beach case regarding additional; documents –voter’s information ballot state committee has right to public records. 1 annual report, 4 meetings and 1 meeting annually. Procedures to run own meeting.

Resolution Bond Council recommends legally required amended.

Project Commitments Summary

Cash <\$220 K, SS welcome, BCTC;

Q: Hunter – What are typical change order 3

A: Doering – 3-4% max allowance may increase, if necessary. Logic Domain - capital project management, maintenance, SCE charges – March dental education. Moreno Valley College \$3,558. Norco College – SCE invoice year after closing project \$35,000. SS Welcome Moreno Valley College.

Q: Hunter - Interest income – what is it eligible to be spent on?

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

A: Brown – Sent to colleges – put toward overall project budget 3-5 year rule if spend down – 85% of issuance spent in 3 years

RCC Student Services – Majd

32 Million overall budget, then split into 3 projects

CPES – Aaron

12 million uncommitted – earmarked for BCTC project

Project Summary

Riverside City College

5-year plan approved

Moreno Valley College

Moreno Valley College Master Plan, Welcome Project BCTC – ground lease- Arch-interview

Norco College

Norco College 5-year plan revision

Business from Committee Members

Jason Hunter – BCTC and Norco visit and planning discussion.

Recruitment of senior citizen to Jason Hunter. Bond Bylaws review

Riverside Unified School District updates League of CBOC – send someone for training.

Public Comment

None

Adjourn – 6:02 pm