

SUBLEASE
GRESHAM SAVAGE NOLAN & TILDEN, A.P.C.
AND
CITY OF RIVERSIDE

(3750 University Avenue, 2nd Floor)

1. **PARTIES.** This sublease ("Sublease") is made and entered into this _____ day of _____, 2015 by and between GRESHAM SAVAGE NOLAN & TILDEN, A PROFESSIONAL CORPORATION in the state of California ("Sublessor") and CITY OF RIVERSIDE, a California charter city and municipal corporation ("Sublessee").

2. **MASTER LEASE.** Sublessor is the lessee under a lease dated September 18, 2002, and amended on June 18, 2003, December 7, 2007, October 9, 2009, May 14, 2010 and February 23, 2012 (collectively "Master Lease"), wherein Sublessor leased the 2nd floor of the building located at 3750 University Avenue, Riverside, California ("Premises"), commonly referred to as Mission Square.

3. **PREMISES.** Sublessor hereby leases to Sublessee on the terms and conditions set forth in this Sublease, the Premises consisting of approximately Twenty Thousand Two Hundred and Ninety Eight (20,298) rentable square feet of office space. Sublessee hereby accepts the Premises in an As-Is Condition without any warranties from Sublessor.

4. **TERM.** Commencement; Termination; Possession. The term of this Sublease shall commence on December 1, 2015, or when Sublessor vacates the Premises, whichever is later ("Commencement Date") and shall end on March 31, 2019 ("Termination Date"), unless otherwise sooner terminated in accordance with the provisions of this Sublease.

5. **RENT.**

5.1 Gross Monthly Rent. Commencing as of the Commencement Date, the monthly rent shall be Forty Five Thousand Six Hundred and Seventy Dollars and Fifty Cents (\$45,670.50) (based Two Dollars and Twenty Five Cents (\$2.25) per square foot per month rental rate on a full service gross basis). The square footage rental rate shall increase annually by Three Percent (3%).

Payment of monthly rent will be due no later than the 1st day of each and every month. Rent during any partial month will be prorated based on a 30 day month. Sublessee hereby acknowledges that late payment by Sublessee of the Monthly Rent or any other sums due under this Sublease will cause Sublessor to incur costs not contemplated by this Sublease. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Monthly Rent or any other sums due from Sublessee under this Sublease, shall not be paid within ten (10) days after the time set forth in this Sublease for payment thereof, Sublessee shall thereupon pay to Sublessor a late charge equal to five percent (5%) of the overdue amount. Sublessor and Sublessee agree that this late charge represents a

reasonable sum considering all of the circumstances existing on the date of this Sublease, including the relationship of the sum to the loss to Sublessor that could be reasonably anticipated by such nonpayment by Sublessee and the anticipation that proof of actual damages sustained by Sublessor would be costly or inconvenient to determine. Sublessor and Sublessee agree that such late charge shall in no event constitute a waiver of Sublessee's default with respect to such overdue amount, nor prevent Sublessor from exercising any of the other rights and remedies available to Sublessor at law, in equity, or under this Sublease.

5.2 Operating Expenses. Sublessee shall share in any increases in the actual operating costs of the building on a pro rata basis, predicated upon a 2015 base year method-of-expense calculation. Sublessee shall not be responsible for any possessory interest tax.

5.3 Rent Concession. Sublessor will provide four (4) months of one-half free base rent and abatement of operating expenses from the Commencement Date, during months two (2) through five (5) of the term. Said tenant allowance shall be paid to Sublessee upon approval of any plans by Master Lessor.

5.4 Tenant Improvements. Subject to the Master Lease, Sublessor will provide Sublessee its Twenty Dollars (\$20.00) per rentable square foot tenant improvement allowance. Sublessor acknowledges that it may be required to request the tenant improvement allowance from escrow but in no event shall Sublessor be required to expend any funds towards said tenant improvements. The parties agree to cooperate with each other in connection with the release of said funds.

5.5 Payment by Sublessor. Sublessor hereby acknowledges and agrees that it will pay, timely, to Master Lessor, the difference between the base monthly rent due under the Master Lease and Sublessee's monthly rent due under Section 5.1 above.

6. **FURNITURE AND FIXTURES.** Sublessee shall have the right to use all of the office furniture and fixtures currently in the Premises and listed on attached Exhibit "A", which is incorporated herein by reference, at no additional cost, throughout the Term of this Sublease. After the Termination Date, Sublessee shall pay Sublessor One Dollar (\$1.00) and such furniture and fixtures shall become the property of Sublessee.

7. **USE OF PREMISES.** The Premises shall be used and occupied only for general office purposes including general office purposes in keeping with the character and quality of the building.

8. **TERMS AND CONDITIONS.** Sublessee assumes and agrees to perform the Sublessor's obligations under the Master Lease during the Term to the extent that such obligations are applicable to the Premises, except that the obligation to pay rent to Lessor under the Master Lease shall be considered performed by Sublessee upon payment of rent to Sublessor in accordance with Section 5 of this Sublease.

9. **SUBLESSEE'S INSURANCE.** On or before the Commencement Date, and continuing during the entire Term, Sublessee shall obtain and keep in full force and effect, the following self-insurance in connection with Sublessee's use or occupancy of the Premises:

(a) Commercial general liability insurance coverage, insuring Sublessee's activities at or otherwise affecting the Project, including personal injury, bodily injury (including wrongful death), broad form property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability.

(b) Worker's compensation insurance.

10. **DEFAULT.** Should either party do any act or omission that would constitute a default under this Sublease the defaulting party shall have the right to cure any such default as provided under the Master Lease.

11. **NOTICE.** All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by either party to the other shall be hand-delivered or sent by certified United States Mail, postage prepaid, at the addresses set forth below:

To Sublessee

City of Riverside
Attn: General Services Department
3900 Main Street
Riverside, CA 92522

To Sublessor

Gresham Savage Nolan & Tilden,
Attn: Managing Partner
550 E. Hospitality Lane, Suite 300
San Bernardino, CA 92408

12. **PARKING.** Sublessee shall have the right, but not the obligation, to lease eighty-one (81) parking spaces pursuant to the Master Lease. Sublessee shall contract directly with the Master Lessor for the monthly rental payment of the parking spaces.

13. **GENERAL PROVISIONS.**

13.1 Severability. If any provision of this Sublease or the application of any provision of this Sublease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Sublease or the application of that provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this Sublease will be valid and be enforced to the fullest extent permitted by law.

13.2 Entire Agreement; Waiver. This Sublease constitutes the final, complete and exclusive statement between the parties to this Sublease pertaining to the Subleased Premises, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. No party has been induced to enter into this Sublease by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Sublease. Any agreement

made after the date of this Sublease is ineffective to modify, waive, release, terminate, or effect an abandonment of this Sublease, in whole or in part, unless that agreement is in writing, is signed by the parties to this Sublease, and specifically states that that agreement modifies this Sublease.

13.3 Captions. Captions to the sections in this Sublease are included for convenience only and do not modify any of the terms of this Sublease.

13.4 Further Assurances. Each party to this Sublease will at its own cost and expense execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Sublease.

13.5 Governing Law. This Sublease will be governed by and in all respects construed in accordance with the laws of the State of California.

13.6 Capitalized Terms. All terms spelled with initial capital letters in this Sublease that are not expressly defined in this Sublease will have the respective meanings given such terms in the Master Lease.

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this Sublease to be duly executed the day and year first above written.

“SUBLESSEE”

“SUBLESSOR”

CITY OF RIVERSIDE

GRESHAM SAVAGE NOLAN
& TILDEN, A.P.C.

By: _____
City Manager

By: Mr Ostroich
Printed Name: M A OSTOICH
Title: President and CEO

Attested to:

~~By: _____
Printed Name:
Title:~~

By: _____
City Clerk

Approved as to form:

By: [Signature]
Chief Assistant City Attorney

15-1771; 10/13/15

EXHIBIT "A"
INVENTORY

Riverside Inventory

Break Room # 1

To be Taken	
1 - Water Unit	1 - Ice Maker
1 - Coffee Maker	2 - Tab Holders

Stay	
1 - Break Room Table – 60x36	5 - Coffee Pots
4 - Chairs	1 - Refrigerator
1 - Dishwasher	1 - Microwave

Break Room # 2

To be Taken	
1 - Water Unit	1 - Coffee Maker

Stay	
1 - Break Room Table – 66x42	1 - Refrigerator
6 - Chairs	1 - Microwave
1 – Microwave	1 – Pantry 36x29
3 – Coffee Pots	1 - Dishwasher

Library

Items to be Taken	
1 – Shelving Island	4 – Small Steel Case Bookcases
2 – Library Rolling Carts	11 Steel Shelving Units - 84x36x9 1/2' <i>md</i>
Flat Screen T.V. & Rolling Cart	

Stay	
1 – Library Table – 96x47	4 – Decorative Vases
8 – Chairs	2 - Large Pictures – 36x36
1 – Desk – 30x65x30 1/2	5 – Small Pictures

Hallway Art Pieces

To be Taken (KBS Purchases)	To be Left
- 13	- 17

Hallway Artificial Plants

Stay
- 3

Reception Lobby

To be Taken	
1 – Task Chair	
Stay	
1 – Round Center Table	2 – Small Art Pieces
3 – Decorative Floor Rugs	3 – Large Art Pieces
4 – Guest Chairs	1 – Consul Table
3 – End Tables	1 – Candy Dish
3 – Artificial Floral Arrangements	2 – Couches

Conference Rooms A-E

Conference Room A

Stay	
1 – Round Table – 35x43	2 – Art Pieces
4 – Chairs	1 – Stationary Stand

Conference Room B

To be Taken	
12 Flat Screen TV <i>mjd</i>	
Stay	
1 – Conference Table – 12ftx4ft	1 – Credenza 58x21 ½
8 – Chairs	1 Storage Cabinet – 29x36x21 ½
1 – Art Piece	

Conference Room C

Stay	
1 – Table – 96x47 ½	1 Storage Cabinet – 29x36x21 ½
8 – Chairs	

Conference Room D

To be Taken (KBS Purchase)	
1 – Conference Table – 11ft x 4ft (KBS Purchase)	2 – Art Pieces (KBS Purchase)
8 – Chairs 10	
Stay	
1 – Consul 48x17	

Conference Room E

To be Taken	
2 – Art Pieces (KBS Purchase; already accounted for)	
Stay	
1 – Conference Table – 8ft x 4ft	1 – Credenza 33x37
6 – Chairs	

Sitting Area #1 (Next to Reception Lobby)

Stay	
1 – Couch	3 – Art Pieces
2 – Artificial Plants	

Sitting Area #1 (Outside Conference Room C)

To be Taken (All KBS Purchase)	
4 - Art Pieces	1 – Statue
1 - Couch	2 – Black Marble Tables

Work Rooms (1-4)

Work Room 1 (Copy Break Room)

To be Taken	
2 – Tab Organizer Holders	1 – Fax Machine
1 – Xerox Machine	

Work Room 2 (War Room)

To be Taken	
1 – Xerox Machine	1 – Folding Table
1 – Fax Machine	5 – Steel Shelving Units – 7ftx4ftx2
1 – Banner Printer	1 – Steel Shelving Unit – 6ft x 3ft x 15
1 – Banner Printer Stand	

Work Room 3 (File Room)

To be Taken	
1 – Steel Shelving Unit	1 – Xerox Machine
2 – Tab Organizer Holders	20 – Folding Chairs
7 – Folding Tables	

Work Room 4 (Labor Work Room)

To be Taken	
1 – Xerox Machine	1 – Fax Machine

Attorney Offices (1-25)

Office #1 (Visiting Office Next to Ben)

Stay	
1 – L-Shape Desk	1 – Task Chair
2 – Guest Chairs	2 – Bookcases

Office #2 (Ben Deiderich)

To be Taken	
1 – Sit/Stand Desk	7 - Personal Art/Pictures/Diplomas
Stay	
1 – L-Shape Desk	1 – Chair
2 – Guest Chairs	2 – Bookcases

Office #3 (Eugene Kim)

To be Taken	
1 – 2 Drawer Lateral	7 – Personal Art/ Pictures/Diplomas
1 – Artificial Tree	
Stay	
1 – U-Shape Desk	1 – Chair
2 – Guest Chairs	2 – Bookcases

Office #4 (Stefanie Field)

To be Taken	
Personal Art/ Pictures/Diplomas	
Stay	
1 – U-Shape Desk & Overhead Cabinets	1 – Chair
2 – Guest Chairs	1 – Book Cases

Office #5 (Marlene Allen)

To be Taken	
1 – Sit/Stand Desk	1 – Task Chair
7 - Personal Art/Pictures/Diplomas	
Stay	
1 – U-Shape Desk & Overhead Cabinets	1 – Credenza
2 – Guest Chairs	2 – Bookcases

Office #6 (Nick Firetag)

To be Taken	
1 – Mirror	Personal Art/ Pictures/Diplomas
Stay	
1 – Rectangular Desk	1 - Chair
2 – Guest Chairs	3 – Bookcases
1 – Small Desk / Credenza	1 – Printer Station

Office #7 (Andrea Rodriguez)

To be Taken	
1 – Large Desk	Personal Art/ Pictures/Diplomas
1 – Artificial Plant	
Stay	
1 –Small Desk	1 – Chair
2 – Guest Chairs	1 – Bookcase

Office #8 (Mario Alfaro)

To be Taken	
1 – Sit/Stand Desk	Personal Art/Pictures/Diplomas
1 – Couch	1 – 2 Drawer Lateral
Stay	
1 - Rectangular Desk	1 – Chair
2 – Guest Chairs	1 – Bookcase

Office #9 (Ted Stream)

To be Taken	
1 – Chair	1 – Printer Station
2 – Mirrors	Personal Art/Pictures/Diplomas
1 – 2 Drawer Lateral	
Stay	
1 – U-Shape Desk	1 – White Board -9ft x 4ft
2 – Guest Chairs	3 – Bookcases
1 – Credenza	

Office #10 (Jason Fair)

To be Taken	
Personal Art/ Pictures/Diplomas	
Stay	
1 – L-Shape Desk	1 – Credenza
2 – Guest Chairs	1 – End Table
1 – Chair	2 – Large Bookcases

Office #11 (Visiting Office Next to Jason)

Stay	
1 –Rectangular Desk	1 – Chair
2 – Guest Chairs	

Office #12 (David Werner)

To be Taken	
Personal Art/ Pictures/Diplomas	
Stay	
1 – Rectangular Desk	1 – Chair
2 – Guest Chairs	4 – Bookcases

Office #13 (Bob Hicks)

To be Taken	
1 – Chair	Personal Art/Pictures/Diplomas
Stay	
1 – U-Shape Desk	1 – Credenza
2 – Guest Chairs	2 – Bookcases

Office 14 (Visiting Office Next to Bob)

Stay	
1 –Rectangular Desk	1 – Credenza
2 – Guest Chairs	2 – Bookcases
1 – Chair	

Office 15

Stay	
1 –Rectangular Desk	2 – Bookcases

Office 16

To be Taken	
3 – Folding Tables	
Stay	
1 –Rectangular Desk	1 – 2 Drawer Lateral

Office 17 (Frank's Office)

Stay	
1 – U- Shape Desk	1 – Chair
2 – Guest Chairs	

Office 18

To be Taken	
1 – Blue Chair - KBS Personally Purchase ?	3 – Art Pieces – KBS Purchase
Stay	
- 1 Rectangular Desk	

Office 19

Stay	
1 – Rectangular Desk	1 – Computer Station/Desk

Office 20

Stay	
1 – Rectangular Desk	1 – Round Table
1 Credenza	

Office 21 (Richard Marca)

To be Taken	
Personal Art/Collectables	Personal Electronics
Stay	
1 –U- Shape Desk	1 – Couch
2 – Guest Chairs	1 – 3 bookcases
1 – Chair	

Office 22 (Brad Neufeld)

To be Taken	
1 – Chair	1 – Coat Hanger
1 – Couch	1 – 4 Drawer Lateral
1 – Printer Stand	
Stay	
1 – U-Shape Desk & Overhead Cabinets	2 – Guest Chairs

Office 23 (Jamie Wrage)

To be Taken	
1 – Personal Art/Pictures/Diplomas	1 – Folding Table
1 – Small Decorative Stand	Personal Art/ Pictures/Diplomas
Stay	
1 – U-Shape Desk & Overhead Cabinets	1 – Bookcase
2 – Guest Chairs	

Office 24 (Amy Osborne)

To be Taken	
1 – Chair	Personal Art/Pictures/Diplomas
Stay	
1 – L – Shape Desk	1 – Bookcase
2 – Guest Chairs	

Office 25 (Jeff Olsen)

To be Taken	
Personal Art/ Pictures/Diplomas	
Stay	
1 – Rectangular Desk	1 - Credenza
2 – Guest Chairs	2 – Bookcases
1 – Chair	

Staff Furniture

Linda Ramirez

To be Taken	
1 – Chair	1 – Keyboard Tray
Stay	
1 – L-Shape Desk & Overhead Cabinets	1 – Printer Station
2 – 2 Drawer Laterals	

Madison

To be Taken	
1 – Chair	1 – Keyboard Tray
Stay	
1- L-Shape Desk	

Elaine Pullaro

To be Taken	
1 – Chair	
Stay	
1 – L-Shape Desk & Overhead Cabinets	1 – 2 Drawer Lateral

Vanessa Martinez

To be Taken	
1 – Keyboard Tray	2 – Bookcases by Vanessa Labor Books
Stay	
1 – L-Shape Desk & Overhead Cabinets	1 – Bookcase
1 – 2 Drawer Lateral	

Paralegals

Cathy Brandt

To be Taken	
2 Bookcases	1 – Folding Table

Christine

To be Taken	
1 – Task Chair	1 – Corkboard
1 – Folding Table	1 – Bookcase

Mary

To be Taken	
1 – Task Chair	

Misc. Items

To be Taken	
2 – Steel Case Shelving Outside by Teri	
Stay	
1 – Printer Stand Outside Work Room #1	1 – Printer Stand Outside Office #9
1 – Printer Stand Outside Office #9	3 - Bookcases outside Conf. Room C

Lateral Cabinets

To Be Taken	
Description	Total
5 Drawer Cabinets	54
4 Drawer Cabinets	1
2 Drawer Cabinets	3
Fire King	1
Grand Total: 59	

Server Room Equipment

To be Taken	
2 – Server Racks	3 – Steel Shelves
Stay	
1 – Move in Cool Unit	

