

EXHIBIT C

Seller's Work

Seller shall, at Seller's expense, cause to be constructed and completed at the time and in the manner set forth in this Exhibit C, the site preparation and improvements described below, all of which are referred to as "Seller's Work":

1. Demolition and Removal of Improvements; Grading and Compaction. Prior to the date Buyer Closes, Seller shall have removed all improvements on or below the surface of the Property, including but not limited to existing buildings, foundations, trash enclosures, parking lot light poles/bases, underground storage tanks and parking surfaces where indicated on Buyer's plans. Existing utility lines shall be removed or capped and abandoned in place as called for on Buyer's plans, and Seller shall be able to deliver the Property to Buyer vacant of all tenants or other occupants and graded to within one tenth (1/10) of one foot (1') of the finished grade elevation as established by Buyer, with the soil tests conducted by Buyer showing the soil on the Property to be ninety-five percent (95%) compacted with a tolerance of 0.3%+/- up to the proposed building envelope. Seller shall immediately notify Buyer when the within conditions have been met, and shall provide Buyer with any soil compaction reports, and with a current pad certification from a certified soils engineer relating to the Property. Within the same time frame, Seller shall have closed any and all existing utility accounts and requested and obtained the removal of applicable utility lines and meters.

Any fill material must be of structural quality with no debris or organic materials and must be placed in eight inch (8") lifts. The moisture content of the soil shall be within the range of 0-4% above the maximum moisture content in accordance with the Standard Proctor compaction procedure. A copy of soils/geotechnical testing reports and final compaction reports from the Seller's geotechnical testing firm shall be furnished to Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer.

A letter and building pad certification plan from a state licensed Civil Engineer (attesting to his inspection and certification of the completed building pad) shall be provided by the Seller to the Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. The Seller-furnished certification letter shall include all as-built utility locations, finished grades and pipe invert elevations.

As set forth herein, all demolition and removal of existing improvements is Seller's Work and it is Seller's responsibility to perform the work, timely pay for the work to keep the Property lien-free, and to properly and lawfully dispose of all materials removed from the Property. Notwithstanding the foregoing, should Buyer have to, or agree in writing to, perform any of such removal and disposal work, all risks, liabilities and costs associated with the removal of any hazardous materials shall be borne entirely by Seller and all materials removed shall be marked and labeled with manifests indicating Seller ownership and responsibility for the same. Seller shall indemnify and hold harmless Buyer and Buyer's contractors and agents for all costs, risks and liabilities arising from said removals and demolitions.

2. Utility Installation. Prior to the date Buyer Closes, Utilities shall be installed by Seller. Such Utilities shall be installed to within 5 feet of the Building slab on the Property to the point chosen by Buyer, as designated by Buyer for the Buyer Improvements per the plans to be submitted to Seller. Seller shall also provide Buyer with assurance satisfactory to Buyer that

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Utilities adequate to serve the Buyer Improvements are available and include legal access across other properties if necessary to serve the Property. "Utilities" include without limitation water, gas, electricity, telephone, sanitary sewers and storm drainage. Any City /Utility company evidence of water and/or wastewater capacity shall be furnished to Buyer by Seller prior to Closing.

- **Domestic and Irrigation Water Connections to City Main**

Seller shall furnish and install one pipe of two inch (2") minimum diameter (or one pipe of one and a half inch (1 ½") minimum diameter for domestic water and one pipe of one inch (1") minimum diameter for irrigation water), with backflow assembly, meter stop and shutoff valve as required by the local water/utility company. Water pressure rate shall be between 45 to 60 pounds per square inch. Any expense for necessary backflow preventer certification required by the City or local utility company shall be borne by the Seller, with evidence of certification provided to the Buyer. If equipment is required to achieve the necessary PSI as stated above. The cost of this equipment shall be born by the buyer.

- **Sanitary Sewer Connection to City Main**

Seller shall furnish and install one ea. pipe of four inch (4") minimum diameter for sanitary sewer having sufficient invert elevation depth to facilitate a minimum one-quarter inch (¼") per foot slope from the furthest plumbing fixture or grease trap location as required by code.

- **Electrical Service**

Seller shall furnish and install a minimum of two ea. (2) conduits of four inch (4") electrical service conduits (or greater amount or diameter if required by the local utility company) to provide for a Buyer electrical load requirement of 600 amps, 3 phase, 4 wire, and 120/208 volts. If special accommodations are required to achieve the 3 phase, these additional costs shall be equally split between the Buyer and Seller 50/50.

- **Gas Service**

Seller shall furnish and install gas pipe of a diameter sufficient to provide Buyer with a total demand of 2.1 million BTUs (for natural gas of 0.60 specific gravity, based on pressure drop of 0.5 inch water column).

- **Fire Sprinkler System**

If required by code, Seller shall furnish and install a dedicated fire protection water main system having a main of sufficient diameter, detector check valve, PIV and FDC as mandated by local authorities and Fire Marshal's office. Any expense for necessary "fire flow rate" testing of nearby fire hydrants required by the local authorities or Fire Marshal's office shall be borne by Seller, with evidence of testing provided to Buyer. Any expense for additional fire hydrants required by local authorities or Fire Marshal's office shall be borne by Buyer. If a fire pump is required, Buyer shall be responsible for this cost.

- **Telephone**

Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four inch (4") diameter and pull string as required by the phone company.

3. **Insurance.** Seller shall obtain, or shall require that all contractors performing Seller's Work obtain public liability and property damage insurance with limits of liability of not less than a

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combined single limit of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage.

4. Coordination of Work. Seller shall cooperate with Buyer in coordinating Seller's Work with construction of the Buyer Improvements to assure mutual access and to prevent interference with or damage to the work Seller and Buyer are performing.

6. Construction Staging. Buyer shall have the right during the construction of the Buyer Improvements to use a minimum of 6,000 square feet on land adjacent to the Property for construction staging purposes, including but not limited to the parking of construction vehicles, the temporary storage of building materials, etc. Such land shall be depicted in an exhibit to be attached to the Purchase and Sale Agreement, and the use by Buyer shall be at no cost to Buyer, except that Buyer shall properly insure against any damage to the land and shall repair any damages to the extent they might be caused by Buyer.

7. Seller's Failure to Perform. Closing shall be extended to allow for completion of Seller's Work or Seller may put into Escrow funds equaling 120% of the costs of Seller's remaining work. These funds may be used by Buyer for the completion of Seller's work.

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