

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

868



**FROM:** Executive Office

**SUBMITTAL DATE:**  
May 17, 2010

**SUBJECT:** California Health Facilities Financing Authority Revenue Bonds (County Program),  
1986 Series B

**RECOMMENDED MOTION:** That the Board (1) approve the Termination of Site Lease between the California Health Facilities Financing Authority and the County of Riverside, and (2) approve the Termination of Lease Agreement between the California Health Facilities Financing Authority and the County of Riverside.

**BACKGROUND:** In 1986 the California Health Facilities Financing Authority (CHFFA) issued revenue bonds (1986 Series B) for the purpose of providing financial assistance to participating health institutions in financing the costs of equipment and capital improvements. The County of Riverside, on July 11, 1989, approved a Lease Agreement and Site Lease with CHFFA for the purpose of financing the construction of a public health clinic and psychiatric facility (outpatient and inpatient), collectively called the Indio Health Center using the 1986 Series B bond proceeds.  
(Continued)

Dean Deines, Deputy County Executive Officer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 903,288	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 22,288	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09-10

<b>SOURCE OF FUNDS:</b> Tobacco Securitization Funds with partial reimbursement from Health and Mental Health departments in FY 10-11.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** **APPROVE**

BY:   
Ed Corser

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes:	Buster, Tavaglione, Stone, Benoit and Ashley	
Nays:	None	Kecia Harper-Ihem
Absent:	None	Clerk of the Board
Date:	May 25, 2010	By:
xc:	EO	Deputy

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  
 FORM APPROVED COUNTY COUNSEL  
 BY: Dale A. Gardner 5/17/10 DATE  
 Policy  Policy   
 Consent  Consent   
 Dept Recomm.: Per Exec. Ofc.:

As part of the bond issuance \$18 million in a Debt Service Reserve Fund (DSRF) was placed into a guaranteed investment contract (GIC) that provided interest earnings sufficient to cover the interest expense on the bonds and provided credit against the monthly lease payments.

When the GIC matured in 2009, market conditions made it impossible to secure a replacement investment contract that would provide earnings sufficient to cover the interest costs. This significantly increased the County's lease payment by \$90,000 per month.

CHFFA, with the concurrence of the participating entities (City of South San Francisco, County of Santa Cruz and Riverside County), has elected to call the bonds on July 1, 2010. All participating entities must have elected to pay off their portion of the outstanding bonds for the bonds to be called. Those entities that pre-pay their portion will be relieved from further lease payments. Any entity that elected not to pre-pay their portion would have been responsible for the interest payment on the \$19.8 million outstanding bonds, or \$1.44 million per year. Because the other participants have elected to pre-pay their portion it is in the county's best interest to do so as well.

Payment of the outstanding, \$19.8 million will be partially paid off by the \$18 million in the DSRF, leaving \$1.174 million owed by the participants. The County's portion of the \$1.174 million, \$903,288, must be deposited with CHFFA by June 10, 2010. The county Health and Mental Health departments have budgeted \$251,000 and \$630,000 respectively in their FY 10-11 budget for lease payments, leaving \$22,288 to be paid by the general fund. Therefore, it is recommended that tobacco securitization funds be used to pay off the CHFFA bonds with reimbursement by the Health and Mental Health departments in July.

RECORDING REQUESTED BY )  
 AND WHEN RECORDED MAIL TO: )  
 )  
 Orrick, Herrington & Sutcliffe LLP )  
 405 Howard Street )  
 San Francisco, California 94105 )  
 Attention: Kathleen A. Leak )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )

**DOC # 2010-0315086**  
 07/07/2010  
**Customer Copy Label**  
 The paper to which this label is  
 affixed has not been compared  
 with the recorded document  
**Larry W Ward**  
 County of Riverside  
 Assessor, County Clerk & Recorder

(For Recorder's Use Only)

This document is recorded for the benefit of the County of Riverside and recording is fee exempt under Section 27383 of the California Government Code.

**TERMINATION OF ASSIGNMENT AGREEMENT**  
**County of Riverside**

This Termination of Assignment Agreement (this "Agreement") is entered into as of July 1, 2010, between the California Health Facilities Financing Authority, a public instrumentality of the State of California (the "Authority"), and Deutsche Bank National Trust Company, formerly Bankers Trust Company of California, N.A., successor trustee to Bank of America National Trust and Savings Association, a national banking association, successor by merger to Security Pacific National Bank, as trustee (the "Trustee").

**RECITALS:**

WHEREAS, the County of Riverside (the "County"), as lessor, and the Authority, as lessee, entered into that certain Site Lease (County Program), 1986 Series B, dated July 14, 1989 (the "Original Site Lease"), recorded July 14, 1989 as Instrument No. 235840 in the Official Records of the County of Riverside, State of California, as supplemented and amended by the First Supplemental Site Lease, dated November 15, 1996 (the "Supplemental Site Lease," and, together with the Original Site Lease, hereinafter collectively referred to as the "Site Lease"), recorded November 27, 1996 as Instrument No. 452752 in the Official Records of the County of Riverside, State of California, pursuant to which the County leased certain property described therein and on Exhibit A attached hereto (the "Demised Premises and Health Facilities") to the Authority;

WHEREAS, for the purposes of financing the cost of acquiring the above-referenced Health Facilities, the Authority and the County entered into that certain Lease Agreement, dated July 14, 1989 (the "Original Lease"), recorded July 14, 1989 as Instrument No.

5/25/10 3.7 **COPY**

235841 in the Official Records of the County of Riverside, State of California, as supplemented and amended by the First Supplemental Lease Agreement, dated as of April 1, 1994 (the "First Supplemental Lease"), the Second Supplemental Lease Agreement, dated January 17, 1995 (the "Second Supplemental Lease"), the Third Supplemental Lease Agreement, dated November 15, 1996 (the "Third Supplemental Lease"), recorded November 27, 1996 as Instrument No. 452753 in the Official Records of the County of Riverside, State of California, the Fourth Supplemental Lease Agreement, dated as of July 1, 2000 (the "Fourth Supplemental Lease") and the Fifth Supplemental Lease Agreement, dated September 12, 2000 (the "Fifth Supplemental Lease," and, together with the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease and the Fourth Supplemental Lease, hereinafter collectively referred to as the "Lease"), pursuant to which the Demised Premises and the Health Facilities were leased back to the County;

WHEREAS, pursuant to the Lease, the Authority made available to the County a portion of the proceeds of the California Health Facilities Financing Authority Revenue Bonds (County Program), 1986 Series B (the "Bonds") in the aggregate principal amount of ten million two hundred ten thousand dollars (\$10,210,000), in order to finance the cost of acquiring the Health Facilities for the benefit of the County;

WHEREAS, the Authority has assigned its interest in the Lease to the Trustee as security for repayment of the Bonds pursuant to that certain Assignment Agreement, dated July 14, 1989 (the "Original Assignment Agreement"), recorded July 14, 1989 as Instrument No. 235842 in the Official Records of the County of Riverside, California, as supplemented and amended by the First Supplemental Assignment Agreement, dated November 15, 1996 (the "Supplemental Assignment Agreement," and, together with the Original Assignment Agreement, hereinafter collectively referred to as the "Assignment Agreement"), recorded November 27, 1996 as Instrument No. 452754, between the Authority, as assignor, and the Trustee, as assignee;

WHEREAS, all Bonds are being mandatorily redeemed on July 1, 2010; and

WHEREAS, concurrently with the mandatory redemption of all Bonds on July 1, 2010, the County and the Authority have agreed to terminate and discharge the Site Lease, the Lease and the Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination of Assignment Agreement.** Effective as of the recordation of this Agreement, the Authority and the Trustee hereby acknowledge and agree that the Assignment Agreement shall be terminated and discharged, and shall be of no further force or effect.

2. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgement pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

IN WITNESS WHEREOF, this Termination of Assignment Agreement has been executed by each party's respective duly authorized officers, as of the date first above written.

CALIFORNIA HEALTH FACILITIES  
FINANCING AUTHORITY

By  \_\_\_\_\_  
Name: Barbara J. Liebert  
Title: Executive Director

DEUTSCHE BANK NATIONAL TRUST  
COMPANY

By \_\_\_\_\_  
Authorized Officer

IN WITNESS WHEREOF, this Termination of Assignment Agreement has been executed by each party's respective duly authorized officers, as of the date first above written.

CALIFORNIA HEALTH FACILITIES  
FINANCING AUTHORITY

By \_\_\_\_\_  
Name: Barbara J. Liebert  
Title: Executive Director

DEUTSCHE BANK NATIONAL TRUST  
COMPANY

By  \_\_\_\_\_  
Authorized Officer

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

On June 29, 2010 before me, DIANE M. OSON (Lic. No.: 1775813), Notary Public, personally appeared LOYCE G. HARRISON -- Deutsche Bank National Trust Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF California )SS  
COUNTY OF Sacramento )

File No:  
APN No:

On June 25, 2010 before me, MJ Maldonado, Notary Public, personally appeared Barbara J. Liebert

who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity ~~(ies)~~, and that by his/her/their signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature MJ Maldonado



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S) Executive Director
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Calif. Health Fnc. Financing Authority  
Name of Person or Entity

Barbara J. Liebert  
Name of Person or Entity

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Termination of Assignment Agreement

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Reproduced by First American Title Company 11/2007



EXHIBIT A

DEMISED PREMISES

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE INCORPORATED LIMITS OF THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:


BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;

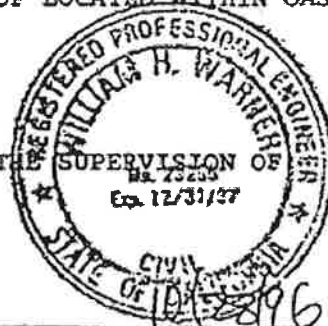
THENCE, N 00°21'10" E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 628.93 FEET, SAID LINE ALSO BEING THE CENTERLINE OF OASIS STREET, TO THE SOUTHEAST CORNER OF THE NORTHERLY 700.00 FEET OF SAID SOUTHWEST QUARTER; THENCE, S 89°18'35" W, ALONG THE SOUTH LINE OF SAID NORTHERLY 700.00 FEET, A DISTANCE OF 926.76 FEET, SAID POINT BEARS N 89°18'35" E, A DISTANCE OF 456.84 FEET, FROM A POINT OF INTERSECTION OF THE SOUTHWEST CORNER OF THE NORTH 700 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE, S 01°01'14" E, A DISTANCE OF 300.18 FEET; THENCE, S 43°31'43" W, A DISTANCE OF 27.53 FEET; THENCE, S 89°20'07" W, A DISTANCE OF 90.69 FEET; THENCE, S 00°00'00" W, A DISTANCE OF 23.67 FEET; THENCE, N 90°00'00" E, A DISTANCE OF 7.93 FEET; THENCE, S 00°00'00" W, A DISTANCE OF 18.68 FEET; THENCE, S 90°00'00" W, A DISTANCE OF 4.42 FEET; THENCE, S 00°00'00" E, A DISTANCE OF 269.27 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE, N 89°09'02" E, ALONG SAID SOUTH LINE, A DISTANCE OF 963.72 FEET, SAID LINE ALSO BEING THE CENTERLINE OF 48TH AVENUE, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LOCATED WITHIN OASIS STREET AND 48TH AVENUE.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER THE



WILLIAM H. WARNER, R.C.E. 23256, EXP. 12-31-97



DATE

RECORDING REQUESTED BY )  
 AND WHEN RECORDED MAIL TO: )  
 )  
 Orrick, Herrington & Sutcliffe LLP )  
 405 Howard Street )  
 San Francisco, California 94105 )  
 Attention: Kathleen A. Leak )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )

**DOC # 2010-0348376**  
 07/26/2010  
**Customer Copy Label**  
 The paper to which this label is  
 affixed has not been compared  
 with the recorded document  
**Larry W Ward**  
 County of Riverside  
 Assessor, County Clerk & Recorder

This document is recorded for the benefit of the County of Riverside and recording is fee exempt under Section 27383 of the California Government Code.

**TERMINATION OF SITE LEASE**  
**County of Riverside**

This Termination of Site Lease (this "Agreement") is entered into as of July 1, 2010, between the County of Riverside, a political subdivision of the State of California (the "County"), and the California Health Facilities Financing Authority, a public instrumentality duly organized and existing under and by virtue of the laws of the State of California (the "Authority").

**RECITALS:**

WHEREAS, the County, as lessor, and the Authority, as lessee, entered into that certain Site Lease (County Program), 1986 Series B, dated July 14, 1989 (the "Original Site Lease"), recorded July 14, 1989 as Instrument No. 235840 in the Official Records of the County of Riverside, State of California, as supplemented and amended by the First Supplemental Site Lease, dated November 15, 1996 (the "Supplemental Site Lease," and, together with the Original Site Lease, hereinafter collectively referred to as the "Site Lease"), recorded November 27, 1996 as Instrument No. 452752 in the Official Records of the County of Riverside, State of California, pursuant to which the County leased certain property described therein and on Exhibit A attached hereto (the "Demised Premises and Health Facilities") to the Authority;

WHEREAS, for the purposes of financing the cost of acquiring the above-referenced Health Facilities, the Authority and the County entered into that certain Lease Agreement, dated July 14, 1989 (the "Original Lease"), recorded July 14, 1989 as Instrument No. 235841 in the Official Records of the County of Riverside, State of California, as supplemented

**COPY**

and amended by the First Supplemental Lease Agreement, dated as of April 1, 1994 (the "First Supplemental Lease"), the Second Supplemental Lease Agreement, dated January 17, 1995 (the "Second Supplemental Lease"), the Third Supplemental Lease Agreement, dated November 15, 1996 (the "Third Supplemental Lease"), recorded November 27, 1996 as Instrument No. 452753 in the Official Records of the County of Riverside, State of California, the Fourth Supplemental Lease Agreement, dated as of July 1, 2000 (the "Fourth Supplemental Lease") and the Fifth Supplemental Lease Agreement, dated September 12, 2000 (the "Fifth Supplemental Lease," and, together with the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease and the Fourth Supplemental Lease, hereinafter collectively referred to as the "Lease"), pursuant to which the Demised Premises and the Health Facilities were leased back to the County;

WHEREAS, pursuant to the Lease, the Authority made available to the County a portion of the proceeds of the California Health Facilities Financing Authority Revenue Bonds (County Program), 1986 Series B (the "Bonds") in the aggregate principal amount of ten million two hundred ten thousand dollars (\$10,210,000), in order to finance the cost of acquiring the Health Facilities for the benefit of the County;

WHEREAS, all Bonds are being mandatorily redeemed on July 1, 2010; and

WHEREAS, concurrently with the mandatory redemption of all Bonds on July 1, 2010, the County and the Authority desire to terminate and discharge the Site Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination of Site Lease.** Effective as of the recordation of this Agreement, the Authority and the County hereby acknowledge and agree that the Site Lease shall be terminated and discharged, and shall be of no further force or effect.
2. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgement pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

IN WITNESS WHEREOF, this Termination of Site Lease has been executed by each party's respective duly authorized officers, as of the date first above written.

COUNTY OF RIVERSIDE

FORM APPROVED COUNTY COUNSEL  
BY Dale A Gardner 5/13/10  
DALE A. GARDNER DATE

By Marion Ashley

Title: CHAIRMAN, BOARD OF SUPERVISORS

MARION ASHLEY

(Seal)

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By [Signature]  
DEPUTY

Approved as to form:

By \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA HEALTH FACILITIES  
FINANCING AUTHORITY

By \_\_\_\_\_

Executive Director

IN WITNESS WHEREOF, this Termination of Site Lease has been executed by each party's respective duly authorized officers, as of the date first above written.

COUNTY OF RIVERSIDE

FORM APPROVED COUNTY COUNSEL

BY \_\_\_\_\_  
DALE A. GARDNER                      DATE

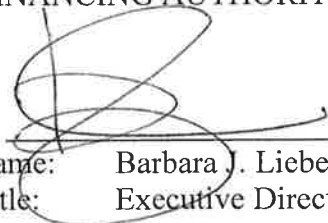
By \_\_\_\_\_  
Name:     Marion Ashley  
Title:     Chairman, Board of Supervisors

(Seal)

ATTEST:  
KECIA HARPER-IHEM, Clerk

By \_\_\_\_\_  
DEPUTY

CALIFORNIA HEALTH FACILITIES  
FINANCING AUTHORITY

By  \_\_\_\_\_  
Name:     Barbara J. Liebert  
Title:     Executive Director



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

File No:

APN No:

STATE OF California )SS  
COUNTY OF Sacramento )

On June 25, 2010 before me, MJ Maldonado, Notary Public, personally appeared Barbara J. Liebert

who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity ~~(ies)~~, and that by ~~his/her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature MJ Maldonado



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S) Executive Director
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Calif. Health Fac. Financing Authority  
Name of Person or Entity

Barbara J. Liebert  
Name of Person or Entity

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Termination of site lease

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Reproduced by First American Title Company 11/2007

EXHIBIT A

DEMISED PREMISES

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE INCORPORATED LIMITS OF THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

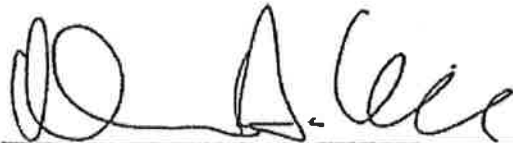
BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE, N 00°21'10" E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 628.93 FEET, SAID LINE ALSO BEING THE CENTERLINE OF OASIS STREET, TO THE SOUTHEAST CORNER OF THE NORTHERLY 700.00 FEET OF SAID SOUTHWEST QUARTER; THENCE, S 89°18'35" W, ALONG THE SOUTH LINE OF SAID NORTHERLY 700.00 FEET, A DISTANCE OF 926.76 FEET, SAID POINT BEARS N 89°18'35" E, A DISTANCE OF 456.84 FEET, FROM A POINT OF INTERSECTION OF THE SOUTHWEST CORNER OF THE NORTH 700 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE, S 01°01'14" E, A DISTANCE OF 300.18 FEET; THENCE, S 43°31'43" W, A DISTANCE OF 27.53 FEET; THENCE, S 89°20'07" W, A DISTANCE OF 90.69 FEET; THENCE, S 00°00'00" W, A DISTANCE OF 23.67 FEET; THENCE, N 90°00'00" E, A DISTANCE OF 7.93 FEET; THENCE, S 00°00'00" W, A DISTANCE OF 18.68 FEET; THENCE, S 90°00'00" W, A DISTANCE OF 4.42 FEET; THENCE, S 00°00'00" E, A DISTANCE OF 269.27 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE, N 89°09'02" E, ALONG SAID SOUTH LINE, A DISTANCE OF 963.72 FEET, SAID LINE ALSO BEING THE CENTERLINE OF 48TH AVENUE, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LOCATED WITHIN OASIS STREET AND 48TH AVENUE.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER THE



WILLIAM H. WARNER, R.C.E. 23256, EXP. 12-31-97



DATE



## **Description of Health Facilities**

The Health Facilities consist of a psychiatric facility and a public health clinic.

RECORDING REQUESTED BY )  
 AND WHEN RECORDED MAIL TO: )  
 )  
 Orrick, Herrington & Sutcliffe LLP )  
 405 Howard Street )  
 San Francisco, California 94105 )  
 Attention: Kathleen A. Leak )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )

**DOC # 2010-0348377**  
 07/26/2010  
**Customer Copy Label**  
 The paper to which this label is  
 affixed has not been compared  
 with the recorded document  
**Larry W Ward**  
 County of Riverside  
 Assessor, County Clerk & Recorder

(For Recorder's Use Only)

This document is recorded for the benefit of the County of Riverside and recording is fee exempt under Section 27383 of the California Government Code.

**TERMINATION OF LEASE AGREEMENT**  
**County of Riverside**

This Termination of Lease Agreement (this "Agreement") is entered into as of July 1, 2010, between the California Health Facilities Financing Authority, a public instrumentality of the State of California (the "Authority"), and the County of Riverside, a political subdivision of the State of California (the "County").

**RECITALS:**

WHEREAS, the County, as lessor, and the Authority, as lessee, entered into that certain Site Lease (County Program), 1986 Series B, dated July 14, 1989 (the "Original Site Lease"), recorded July 14, 1989 as Instrument No. 235840 in the Official Records of the County of Riverside, State of California, as supplemented and amended by the First Supplemental Site Lease, dated November 15, 1996 (the "Supplemental Site Lease," and, together with the Original Site Lease, hereinafter collectively referred to as the "Site Lease"), recorded November 27, 1996 as Instrument No. 452752 in the Official Records of the County of Riverside, State of California, pursuant to which the County leased certain property described therein and on Exhibit A attached hereto (the "Demised Premises and Health Facilities") to the Authority;

WHEREAS, for the purposes of financing the cost of acquiring the above-referenced Health Facilities, the Authority and the County entered into that certain Lease Agreement, dated July 14, 1989 (the "Original Lease"), recorded July 14, 1989 as Instrument No. 235841 in the Official Records of the County of Riverside, State of California, as supplemented and amended by the First Supplemental Lease Agreement, dated as of April 1, 1994 (the "First Supplemental Lease"), the Second Supplemental Lease Agreement, dated January 17, 1995 (the "Second

**COPY**

MAY 25 2010 3.7

Supplemental Lease"), the Third Supplemental Lease Agreement, dated November 15, 1996 (the "Third Supplemental Lease"), recorded November 27, 1996 as Instrument No. 452753 in the Official Records of the County of Riverside, State of California, the Fourth Supplemental Lease Agreement, dated as of July 1, 2000 (the "Fourth Supplemental Lease") and the Fifth Supplemental Lease Agreement, dated September 12, 2000 (the "Fifth Supplemental Lease," and, together with the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease and the Fourth Supplemental Lease, hereinafter collectively referred to as the "Lease"), pursuant to which the Demised Premises and the Health Facilities were leased back to the County;

WHEREAS, pursuant to the Lease, the Authority made available to the County a portion of the proceeds of the California Health Facilities Financing Authority Revenue Bonds (County Program), 1986 Series B (the "Bonds") in the aggregate principal amount of ten million two hundred ten thousand dollars (\$10,210,000), in order to finance the cost of acquiring the Health Facilities for the benefit of the County;

WHEREAS, all Bonds are being mandatorily redeemed on July 1, 2010; and

WHEREAS, concurrently with the mandatory redemption of all Bonds on July 1, 2010, the County and the Authority desire to terminate and discharge the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination of Lease.** Effective as of the recordation of this Agreement, the Authority and the County hereby acknowledge and agree that the Lease shall be terminated and discharged, and shall be of no further force or effect from and after the date hereof, except for the obligations and covenants provided in Article VIII, Section 10.04 and Section 11.08 of the Lease which, pursuant to the provisions of the Lease, shall survive such termination.

2. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgement pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

IN WITNESS WHEREOF, this Termination of Lease Agreement has been executed by each party's respective duly authorized officers, as of the date first above written.

COUNTY OF RIVERSIDE

FORM APPROVED COUNTY COUNSEL  
BY Dale A. Gardner 5/13/10  
DALE A. GARDNER DATE

By Marion Ashley

Title: CHAIRMAN, BOARD OF SUPERVISORS

MARION ASHLEY

(Seal)

ATTEST:  
KECIA HARPER-JHEM, Clerk  
By [Signature]  
DEPUTY

Approved as to form:

By \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA HEALTH FACILITIES  
FINANCING AUTHORITY

By \_\_\_\_\_

Executive Director

IN WITNESS WHEREOF, this Termination of Lease Agreement has been executed by each party's respective duly authorized officers, as of the date first above written.

COUNTY OF RIVERSIDE

FORM APPROVED COUNTY COUNSEL

BY \_\_\_\_\_  
DALE A. GARDNER DATE

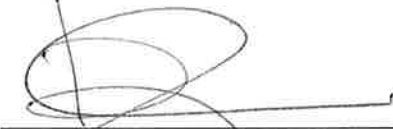
By \_\_\_\_\_  
Name: Marion Ashley  
Title: Chairman, Board of Supervisors

(Seal)

ATTEST:  
KECIA HARPER-IHEM, Clerk

By \_\_\_\_\_  
DEPUTY

CALIFORNIA HEALTH FACILITIES  
FINANCING AUTHORITY

By  \_\_\_\_\_  
Name: Barbara J. Liebert  
Title: Executive Director



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF California )SS  
COUNTY OF Sacramento )

File No:  
APN No:

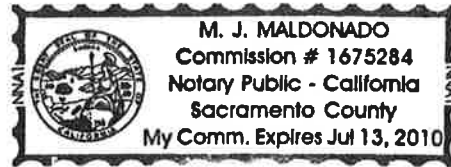
On June 25, 2010 before me, MJ Maldonado, Notary Public, personally appeared Barbara J. Liebert

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature MJ Maldonado



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S) Executive Director
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Calif. Health Fac. Financing Authority  
Name of Person or Entity

Barbara J. Liebert  
Name of Person or Entity

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Termination of Lease Agreement

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

EXHIBIT A

DEMISED PREMISES

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE INCORPORATED LIMITS OF THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

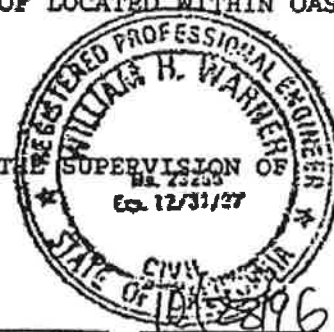
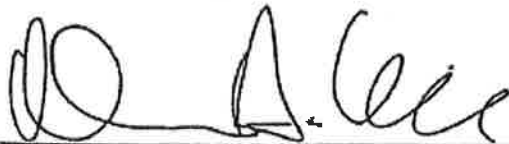
BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE, N 00°21'10" E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 628.93 FEET, SAID LINE ALSO BEING THE CENTERLINE OF OASIS STREET, TO THE SOUTHEAST CORNER OF THE NORTHERLY 700.00 FEET OF SAID SOUTHWEST QUARTER; THENCE, S 89°18'35" W, ALONG THE SOUTH LINE OF SAID NORTHERLY 700.00 FEET, A DISTANCE OF 926.76 FEET, SAID POINT BEARS N 89°18'35" E, A DISTANCE OF 456.84 FEET, FROM A POINT OF INTERSECTION OF THE SOUTHWEST CORNER OF THE NORTH 700 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE, S 01°01'14" E, A DISTANCE OF 300.18 FEET; THENCE, S 43°31'43" W, A DISTANCE OF 27.53 FEET; THENCE, S 89°20'07" W, A DISTANCE OF 90.69 FEET; THENCE, S 00°00'00" W, A DISTANCE OF 23.67 FEET; THENCE, N 90°00'00" E, A DISTANCE OF 7.93 FEET; THENCE, S 00°00'00" W, A DISTANCE OF 18.68 FEET; THENCE, S 90°00'00" W, A DISTANCE OF 4.42 FEET; THENCE, S 00°00'00" E, A DISTANCE OF 269.27 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE, N 89°09'02" E, ALONG SAID SOUTH LINE, A DISTANCE OF 963.72 FEET, SAID LINE ALSO BEING THE CENTERLINE OF 48TH AVENUE, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LOCATED WITHIN OASIS STREET AND 48TH AVENUE.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER THE



WILLIAM H. WARNER, R.C.E. 23256, EXP. 12-31-97

DATE



## **Description of Health Facilities**

The Health Facilities consist of a psychiatric facility and a public health clinic.