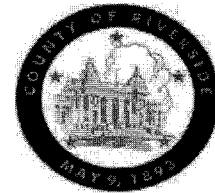


SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.4

2720

MEETING DATE:

Tuesday, November 8, 2016

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Adopt Resolution 2016-222, Approving the Lease Amendment to Release Certain Real Property at the County Hospital no Longer needed to Support Outstanding Lease Revenue Bonds and Acceptance of Grant Deed for Such Surplus Property from County of Riverside Asset Leasing Corporations (CORAL) to the County of Riverside, CEQA Exempt, District 4, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is categorically exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3);
2. Adopt Resolution No. 2016-222, authorizing and approving the release of Released Property from the Facilities Lease and accepting the conveyance of the released property to the County in consideration of the Base Rental paid by the County to the Corporation under the Facilities Lease;

*Robert Field*

Robert Field, Assistant County Director of Economic Development

10/25/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION: Approved

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 8, 2016  
xc: EDA, Recorder, Corporation

Kecia Harper-Ihem  
Clerk of the Board  
By *[Signature]*  
Deputy

3-4

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

**RECOMMENDED MOTION:** Continued

3. Approve the form of the Eighth Amendment to Lease and Option to Purchase Agreement and Authorize the County Executive Officer, the County Finance Director, the Deputy County Executive Officer and any other authorized officers of the County acting on behalf of the County Executive Officer (each an "Authorized Representative") to execute the Eighth Amendment to Lease and Option to Purchase;
4. Authorize the Chairman of the Board to execute the certificate of acceptance for the Released Property via Grant Deed for fee simple interest in real property in favor of the County of Riverside; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five working days of approval by the Board.

**BACKGROUND:**

**Summary**

On June 26, 1990 the Regents of the University of California conveyed approximately 38.90 acres of land to CORAL. That land was subsequently encumbered by lease financings to finance the construction of the County hospital on that acreage.

Although some of the hospital bonds have since matured, the County Hospital and its associated acreage is still leased and encumbered to pay debt service on CORAL's 1997 and 2012 Lease Revenue Bonds which are outstanding in the approximate amount of \$102,726,000.

The Hospital, itself, is contained on approximately 3.57 acres of the encumbered acreage. A recent appraisal shows that the hospital building and the 3.57 acres it sits on is worth approximately \$280,000,000. Because the value of the remaining acreage is not needed to support the current level of debt service on the 1997 and 2012 Lease Revenue Bonds and because the County has plans to develop a portion of the surplus acreage, the County seeks to have the remaining, surplus 35.33 acres released from the financing leases supporting the outstanding bonds.

Amendment No. 8 to the Lease and Option to Purchase releases the surplus 35.33 acres of hospital land not needed to support the outstanding bonds. It is recommended that BOS approve and authorize the execution of Amendment No. 8 so that the surplus acreage can be put to efficient use by the County.

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

In addition, the County accepts the Grant Deed conveying the surplus 35.33 acres to the County from CORAL.

Pursuant to the California Environmental Quality Act, the execution of Amendment No. 8 to the Lease and Option to Purchase agreement for the release of surplus property and the acceptance of the fee simple interest in said released real property from CORAL, the Project, was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption. The Project merely involves the release and conveyance of title to real property in favor of the County and does not involve any specific development on any of the property.

**ATTACHMENTS:**

Resolution No. 2016-222

Amendment No. 8 to Lease and Option to Purchase

Grant Deed with Certificate of Acceptance

Notice of Exemption

Aerial Image

RF:JWW:VC:VY:TA:ra 242FM 13393

MinuteTraq 2720

RESOLUTION NO. 2016-222

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AUTHORIZING EXECUTION AND DELIVERY OF AN AMENDMENT NO. 8 TO LEASE AND OPTION TO PURCHASE TO RELEASE A PORTION OF THE PROPERTY ENCUMBERED THEREBY AND TO ACCEPT THE TRANSFER TO THE COUNTY OF SUCH RELEASED PROPERTY, EACH RELATING TO THE COUNTY HOSPITAL

WHEREAS, the County of Riverside (the "County") and County of Riverside Asset Leasing Corporation, a California nonprofit public benefit corporation (the "Corporation"), have entered into that certain Lease and Option to Purchase, dated as of July 1, 1989 (the "Original Facilities Lease"), pursuant to which the Corporation agreed to lease a site for the hereinafter mentioned health facilities (the "Property") and certain health facilities and equipment to be constructed thereon (collectively, the "Project") to the County in consideration for which the County agreed to make rental payments ("Base Rental") for the use and possession of the Project;

WHEREAS, the County and the Corporation have previously amended and supplemented the Original Facilities Lease and the Original Facilities Lease, as amended and supplemented, is referred to herein as the "Facilities Lease";

WHEREAS, the Corporation has from time to time issued its Leasehold Revenue Bonds (the "Bonds") pursuant to an Indenture of Trust, dated July 1, 1989 (the "Original Indenture"), as amended and supplemented from time to time by Supplemental Indentures, each among the Corporation, the County and the bank identified therein as trustee (the "Trustee"), for the purpose of financing the Project for the benefit of the County (the Original Indenture as so amended and supplemented is referred to herein as the "Indenture");

2016 OCT 31 PM 3:05

1 WHEREAS, debt service on the Bonds is paid from the County's payments of Base  
2 Rental under the Facilities Lease;  
3

4 WHEREAS, Section 19 of the Facilities Lease permits the Facilities Lease to be amended  
5 in accordance with and as permitted by Article XI of the Indenture, Section 1106 of which  
6 provides that the Facilities Lease may be modified or amended to release from the lien of the  
7 Facilities Lease any portion of the Project to the extent Base Rental payable under the Facilities  
8 Lease after such release is sufficient to pay debt service on the Bonds;

9 WHEREAS, the County and the Corporation have determined to release from the  
10 Facilities Lease a portion of the Property (the "Released Property") that is not needed to support  
11 the Bonds and propose entering into an Amendment No. 8 to the Facilities Lease (the "Eighth  
12 Amendment") to effectuate such release;  
13

14 WHEREAS, the County has determined that Base Rental payable under the Facilities  
15 Lease after release of the Released Property will be sufficient to pay debt service on the Bonds;  
16 and

17 WHEREAS, the County has requested the Corporation transfer the Released Property to  
18 the County where it can best be put to beneficial use, and the Corporation has agreed to such  
19 transfer.  
20

21 NOW, THEREFORE, THIS BOARD OF SUPERVISORS DOES HEREBY FIND,  
22 RESOLVE, DETERMINE AND ORDER as follows:

23 Section 1. This Board of Supervisors (the "Board") hereby finds that the foregoing recitals  
24 are true and correct.  
25

26 Section 2. The Board hereby authorizes and approves the release of the Released Property  
27 from the Facilities Lease and hereby accepts the transfer of the Released Property to the County in  
28 consideration of the Base Rental paid by the County to the Corporation under the Facilities Lease.

1           Section 3. The Eighth Amendment is hereby approved substantially in the form presented  
2 herewith. The County Executive Officer, the County Finance Director, the Deputy County Executive  
3 Officer and any other authorized officers of the County acting on behalf of the County Executive  
4 Officer (each an "Authorized Representative" and collectively, the "Authorized Representatives") are,  
5 and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf  
6 of the County, to execute by manual or facsimile signature and deliver the Eighth Amendment in  
7 substantially the form presented herewith with such changes therein as they may approve, in their  
8 discretion, as being in the best interests of the County, such approval to be conclusively evidenced by  
9 the execution and delivery thereof.

10           Section 4. The Authorized Representatives are, and each of them acting alone is, hereby  
11 authorized to take any and all actions and execute and deliver such documents as they deem necessary  
12 or advisable to carry out the purposes of this Resolution and to consummate the transactions  
13 contemplated herein and all actions heretofore taken by any of them with respect to or in connection  
14 with or related to any of the transactions referenced herein are hereby approved, confirmed and  
15 ratified.

16           Section 5. The Clerk of the Board shall certify to the passage of this Resolution, shall  
17 transmit a copy hereof to the Corporation, and shall cause the action of the Board of Supervisors in  
18 adopting the same to be entered in the official minutes of this Board of Supervisors.

19           **PASSED and ADOPTED** by the Board of Supervisors of the County of Riverside on the 8<sup>th</sup>  
20 day of November, 2016.

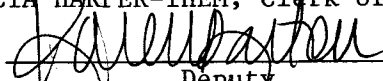
21           ROLL CALL:

22           Ayes:                   Jeffries, Tavaglione, Washington, Benoit and Ashley  
23           Nays:                   None  
24           Absent:               None

25           The foregoing is certified to be a true copy of a resolution duly  
26 adopted by said Board of Supervisors on the date therein set forth.

27                                   KECIA HARPER-IHEM, Clerk of said Board

28           By

  
Deputy

11.08.16 3-4

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**CERTIFICATE OF CLERK**

I, Kecia Harper-Ihem Clerk of the Board of Supervisors of the County of Riverside, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Supervisors of the County of Riverside duly and regularly held at the regular meeting place thereof on November 8, 2016, of which meeting all of the members of said Board had due notice.

AYES: Supervisors Jeffries, Tavaglione, Washington, Benoit and Ashley

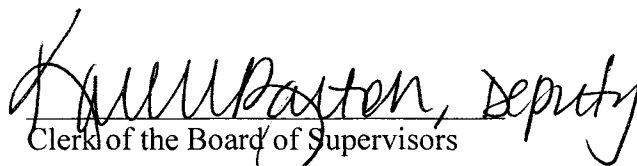
NAYS: Supervisors None

ABSENT: Supervisors None

I do hereby further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

I do hereby further certify that an agenda for said meeting was posted at least seventy-two (72) hours before said meeting at 4080 Lemon Street, Riverside, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

WITNESS my hand and the seal of the County of Riverside this 8th day of November, 2016.

  
Clerk of the Board of Supervisors  
Kecia Harper-Ihem

[SEAL]

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )  
 )  
Attn: Charles C. Wolf )  
Nixon Peabody LLP )  
300 South Grand Avenue, Suite 4100 )  
Los Angeles, CA 90071 )  
\_\_\_\_\_ )

(Space above for Recorder's Use)

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AMENDMENT NO. 8 TO LEASE AND OPTION TO PURCHASE

Dated as of

October 1, 2016

By and Among

COUNTY OF RIVERSIDE ASSET LEASING CORPORATION

and

COUNTY OF RIVERSIDE

---

No Documentary Transfer Tax

This Amendment No. 8 to Lease and Option to Purchase is for a term of years and is exempt because the grantee is a county of the State of California.

11.8.16 34



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 SCHEDULE 1 Description of the Original Property .....	 Schedule 1-1
SCHEDULE 2 Description of the Released Property .....	Schedule 2
EXHIBIT A Description of the Property .....	A-1

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Ivan M. Chand  
Deputy County Executive Officer

ATTEST:

By: Kecia Harper-Ihem  
Kecia Harper-Ihem  
Clerk of the Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY: DALE A. GARDNER 10/25/11  
DATE

**COUNTY OF RIVERSIDE ASSET  
LEASING CORPORATION**

By: Harold Trubo  
Harold Trubo  
President

ATTEST:

By: Ivan M. Chand  
Ivan M. Chand  
Assistant Treasurer

## **AMENDMENT NO. 8 TO LEASE AND OPTION TO PURCHASE**

**THIS AMENDMENT NO. 8 TO LEASE AND OPTION TO PURCHASE**, dated as of October 1, 2016 (the "Eighth Amendment"), by and between the **COUNTY OF RIVERSIDE ASSET LEASING CORPORATION** (the "Corporation"), a California nonprofit public benefit corporation, and the **COUNTY OF RIVERSIDE** (the "County"), a political subdivision of the State of California (the "State"), amends and supplements that certain **LEASE AND OPTION TO PURCHASE**, dated as of July 1, 1989, by and between the Corporation and the County.

### **WITNESSETH:**

**WHEREAS**, the Corporation and the County have entered into that certain Lease and Option To Purchase, dated as of July 1, 1989 (the "Original Facilities Lease") in respect of the real property and improvements thereon (the "Project") described in Schedule 1 hereto (the "Original Property") and under which the County makes rental payments ("Base Rental") for the use and occupancy of the Project.

**WHEREAS**, the Original Facilities Lease, as amended and supplemented from time to time, is referred to herein as the "Facilities Lease";

**WHEREAS**, concurrently with the execution and delivery of the Original Facilities Lease, the Corporation, the County and the bank identified therein as trustee (the "Trustee") entered into an Indenture of Trust, dated as of July 1, 1989 (the "Original Indenture" and, as amended and supplemented from time to time, the "Indenture"), providing for the issuance of County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds (the "Bonds");

**WHEREAS**, debt service on the Bonds is paid from the County's payments of Base Rental under the Facilities Lease;

**WHEREAS**, Section 19 of the Facilities Lease permits the Facilities Lease to be amended in accordance with and as permitted by Article XI of the Indenture, Section 1106 of which provides that the Facilities Lease may be amended with the consent of the Trustee to release from the lien of the Facilities Lease any portion of the Project to the extent Base Rental payable under the Facilities Lease after such release is sufficient to pay debt service on the Bonds;

**WHEREAS**, the Corporation and the County now wish to release a portion of the property encumbered by the Facilities Lease (the "Released Property") that is not needed to support the Bonds;

**WHEREAS**, the County has determined that Base Rental payable under the Facilities Lease after release of the Released Property will be sufficient to pay debt service on the Bonds; and

**WHEREAS**, pursuant to and in accordance with the provisions of Section 19 of the Facilities Lease and Article XI of the Indenture, the Corporation and the County desire to enter

into this Eighth Amendment to provide for the amendment of Exhibit A to the Facilities Lease to reflect the release of the Released Property.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**Section 1. Amendment to the Facilities Lease to Release the Released Property.** The Facilities Lease is hereby amended by releasing herefrom the Released Property described in Schedule 2 hereto.

**Section 2. Amendment to Exhibit A of the Facilities Lease.** Exhibit A of the Facilities Lease shall be amended by deleting Exhibit A in its entirety and substituting the attached Exhibit A therefor.

**Section 3. Facilities Lease in Full Force and Effect.** Except as modified and amended hereby, the Facilities Lease is in full force and effect.

**Section 4. Validity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Eighth Amendment shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions, promises, covenants and conditions of this Eighth Amendment shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**Section 5. Execution in Counterparts.** This Eighth Amendment may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Eighth Amendment.

**Section 6. Law Governing.** This Eighth Amendment is made in the State of California under the Constitution and laws of the State of California and is to be so construed and governed.

[Remainder of Page Intentionally Left Blank]

County of Riverside  
Certificate of Clerk of the Board

On this 09 day of ~~October~~ November, 2016, pursuant to Section 25103 of the Government Code, the undersigned Clerk of the Board certifies that on this date, a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Riverside.

Kecia Harper-Ihem  
Clerk of the Board

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

Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

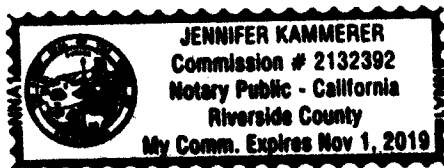
State of California )  
 ) ss.  
County of Riverside )

On October 25, 2016, before me, Jennifer Kammerer, Notary Public  
a Notary Public, personally appeared Harold Trubo,  
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.

[Affix seal here]



Jennifer Kammerer  
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                                 )  
  )     ss.  
County of Riverside                             )

On October \_\_\_\_, 2016, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
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.

[Affix seal here]

\_\_\_\_\_  
Signature of Notary Public

## **SCHEDULE 1**

### **DESCRIPTION OF THE ORIGINAL PROPERTY**

THOSE PORTIONS OF LOTS 1, 2, 3, 6, 7 AND 8 IN BLOCK 130 AND THAT PORTION OF CACTUS AVENUE, VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY THEREOF RECORDED AUGUST 11, 1966 AS INSTRUMENT NO. 81996, OF OFFICIAL RECORDS, OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS PER MAP ON FILE IN BOOK 11 PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THOSE PORTIONS OF PARCELS 3, 4, 5, AND 6 AS DESCRIBED IN INSTRUMENT NO. 172049, RECORDED MAY 10, 1996, OFFICIAL RECORDS OF RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 3 AS DESCRIBED IN SAID INSTRUMENT NO. 172049;

THENCE NORTH 00° 26' 40" EAST ALONG THE EAST LINE OF SAID PARCEL 3, A DISTANCE OF 366.85 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 59' 58" WEST A DISTANCE OF 625.22 FEET TO A POINT ON THE COMMON LINE BETWEEN SAID PARCELS 3 AND 6;

THENCE SOUTH 00° 26' 40" WEST ALONG SAID COMMON LINE, A DISTANCE OF 617.35 FEET TO THE CENTERLINE OF CACTUS AVENUE AND THE SOUTH LINE OF SAID PARCEL 6;

THENCE NORTH 89° 33' 57" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1289.90 FEET TO THE WEST LINE OF SAID PARCEL 6;

THENCE NORTH 00° 25' 44" EAST ALONG SAID WEST LINE, A DISTANCE OF 1280.10 FEET TO THE NORTH LINE OF SAID PARCEL 6;

THENCE SOUTH 89° 33' 49" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1260.25 FEET TO A POINT LYING DISTANT NORTH 89° 33' 49" WEST AND 655.20 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL 4;

THENCE SOUTH 00° 26' 40" WEST A DISTANCE OF 566.92 FEET;

THENCE SOUTH 89° 59' 58" EAST A DISTANCE OF 655.22 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 5;

THENCE SOUTH 00° 26' 40" WEST ALONG SAID EAST LINE AND THE EAST LINE OF SAID PARCEL 3, A DISTANCE OF 96.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, OTHER MINERALS AND HYDROCARBON SUBSTANCES, AND ACCOMPANYING FLUIDS INCLUDING, BUT NOT BY WAY OF LIMITATION, ALL GEOTHERMAL RESOURCES IN, UNDER OR PRODUCED AND SAVED FROM THE REAL PROPERTY GRANTED HEREIN, TOGETHER WITH ANY OF THE FOREGOING WHICH MAY BE ALLOCATED THERETO PURSUANT TO ANY POOLING OR UNITIZATION AGREEMENT OR RATABLE TAKINGS PROGRAM TO WHICH GRANTOR MAY SUBSCRIBE, AND TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT TO PROSPECT FOR, DRILL FOR, PRODUCE AND REMOVE SUCH OIL, GAS, OTHER MINERALS AND HYDROCARBON SUBSTANCES AND GEOTHERMAL RESOURCES, FROM THE REAL PROPERTY BELOW AND DEPTH OF FIVE HUNDRED (500) FEET FROM THE SURFACE OF SAID REAL PROPERTY, INCLUDING THE RIGHT TO SLANT DRILL FROM ADJACENT PROPERTY, THE RIGHT TO UTILIZE SUBSURFACE STORAGE FOR NATURAL SUBSTANCES, AND THE RIGHT TO MAINTAIN SUBSURFACE PRESSURES, AS RESERVED BY THE



REGENTS OF THE UNIVERSITY OF CALIFORNIA , A CALIFORNIA CORPORATION, IN THE DEED RECORDED JUNE 29, 1990 AS INSTRUMENT NO. 241521, OFFICIAL RECORDS.

SAID LEGAL DESCRIPTION IS SHOWN PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT NO 881, RECORDED OCTOBER 26, 1999 AS INSTRUMENT NO. 1999-470906, OF OFFICIAL RECORDS.

## **SCHEDULE 2**

### **DESCRIPTION OF THE RELEASED PROPERTY**

#### **Riverside County Medical Building Legal & Plat Parcel B**

In the City of Moreno Valley, County of Riverside, State of California, being all of the land described as Parcel 4 in the Deed recorded February 17, 2000 as Document No. 2000-059844 of Official Records of said county.

Excepting therefrom a portion of said Parcel 4 which is described as follows:

Commencing at the intersection of Cactus Avenue and Nason Street as shown on Record of Survey filed in Book 94, Pages 63 through 66, inclusive, of Records of Survey, records of said county;

Thence North 89° 33' 59" West 1466.73 feet along the centerline of said Cactus Avenue;

Thence North 06° 26' 01" East 480.91 feet to the Point of Beginning;

Thence North 00° 01' 32" West 355.74 feet;

Thence North 08° 45' 02" East 88.16 feet;

Thence North 45° 00' 46" East 206.65 feet;

Thence South 44° 59' 50" East 75.90 feet;

Thence South 40° 58' 02" East 122.22 feet;

Thence South 23° 24' 05" East 95.10 feet;

Thence South 00° 00' 03" West 355.70 feet;

Thence North 89° 56' 36" West 58.50 feet;

Thence North 44° 33' 31" West 13.22 feet;

Thence North 44° 58' 16" East 11.18 feet;

Thence North 45° 00' 04" West 69.56 feet;

Thence North 89° 53' 09" West 27.60 feet;

Thence South 00° 01' 40" East 41.42 feet;

Thence South 89° 59' 39" West 81.97 feet;

Thence North  $00^{\circ} 01' 50''$  West 41.37 feet;

Thence South  $89^{\circ} 58' 30''$  West 27.58 feet;

Thence South  $44^{\circ} 54' 24''$  West 69.51 feet;

Thence South  $44^{\circ} 41' 05''$  East 11.05 feet;

Thence South  $45^{\circ} 05' 28''$  West 13.34 feet;

Thence South  $89^{\circ} 52' 37''$  West 34.02 feet to the Point of Beginning.

Containing 35.33 acres.

Bearings and distances are based on the California State Plane Coordinate System of 1983, Zone 6, North American Datum of 1983, epoch 2011.00. Divide grid distances by a combination factor of 0.99993571 to obtain ground distances.

## **EXHIBIT A**

### **DESCRIPTION OF THE PROPERTY**

#### **Riverside County Medical Building Legal & Plat Parcel A**

In the City of Moreno Valley, County of Riverside, State of California, being that portion of the land described as Parcel 4 in the Deed recorded February 17, 2000 as Document No. 2000-059844 of Official Records of said county, described as follows:

Commencing at the intersection of Cactus Avenue and Nason Street as shown on Record of Survey filed in Book 94, Pages 63 through 66, inclusive, of Records of Survey, records of said county;

Thence North 89° 33' 59" West 1466.73 feet along the centerline of said Cactus Avenue;

Thence North 06° 26' 01" East 480.91 feet to the Point of Beginning;

Thence North 00° 01' 32" West 355.74 feet;

Thence North 08° 45' 02" East 88.16 feet;

Thence North 45° 00' 46" East 206.65 feet;

Thence South 44° 59' 50" East 75.90 feet;

Thence South 40° 58' 02" East 122.22 feet;

Thence South 23° 24' 05" East 95.10 feet;

Thence South 00° 00' 03" West 355.70 feet;

Thence North 89° 56' 36" West 58.50 feet;

Thence North 44° 33' 31" West 13.22 feet;

Thence North 44° 58' 16" East 11.18 feet;

Thence North 45° 00' 04" West 69.56 feet;

Thence North 89° 53' 09" West 27.60 feet;

Thence South 00° 01' 40" East 41.42 feet;

Thence South 89° 59' 39" West 81.97 feet;

Thence North 00° 01' 50" West 41.37 feet;

Thence South  $89^{\circ} 58' 30''$  West 27.58 feet;

Thence South  $44^{\circ} 54' 24''$  West 69.51 feet;

Thence South  $44^{\circ} 41' 05''$  East 11.05 feet;

Thence South  $45^{\circ} 05' 28''$  West 13.34 feet;

Thence South  $89^{\circ} 52' 37''$  West 34.02 feet to the Point of Beginning.

Containing 3.57 acres.

Bearings and distances are based on the California State Plane Coordinate System of 1983, Zone 6, North American Datum of 1983, epoch 2011.00. Divide grid distances by a combination factor of 0.99993571 to obtain ground distances.

RECORDING REQUESTED BY )  
County of Riverside )  
WHEN RECORDED MAIL TO: )  
Economic Development Agency )  
Real Estate Division )  
3403 Tenth Street, Suite 400 )  
Riverside, CA 92501 )

---

(Space above for Recorder's Use)

FEE-EXEMPT  
[Cal. Gov't. Code §§ 6103, 27383]

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the County of Riverside Asset Leasing Corporation, a California non-profit public benefit corporation, hereby GRANTS to the County of Riverside, a political subdivision of the state of California, all that real property situated in the city of Moreno Valley, County of Riverside, State of California, described in the attached "Exhibit A (Description of Land)."

Executed on the 25 day of October, 2016 at Riverside, California.

County of Riverside Asset Leasing Corporation

by Harold S. Imbo  
President

11.8.16 3-4

EXHIBIT A  
(DESCRIPTION OF LAND)

Riverside County Medical Building Legal & Plat  
Parcel B

In the City of Moreno Valley, County of Riverside, State of California, being all of the land described as Parcel 4 in the Deed recorded February 17, 2000 as Document No. 2000-059844 of Official Records of said county.

Excepting therefrom a portion of said Parcel 4 which is described as follows:

Commencing at the intersection of Cactus Avenue and Nason Street as shown on Record of Survey filed in Book 94, Pages 63 through 66, inclusive, of Records of Survey, records of said county;

Thence North 89° 33' 59" West 1466.73 feet along the centerline of said Cactus Avenue;

Thence North 06° 26' 01" East 480.91 feet to the Point of Beginning;

Thence North 00° 01' 32" West 355.74 feet;

Thence North 08° 45' 02" East 88.16 feet;

Thence North 45° 00' 46" East 206.65 feet;

Thence South 44° 59' 50" East 75.90 feet;

Thence South 40° 58' 02" East 122.22 feet;

Thence South 23° 24' 05" East 95.10 feet;

Thence South 00° 00' 03" West 355.70 feet;

Thence North 89° 56' 36" West 58.50 feet;

Thence North 44° 33' 31" West 13.22 feet;

Thence North 44° 58' 16" East 11.18 feet;

Thence North 45° 00' 04" West 69.56 feet;

Thence North 89° 53' 09" West 27.60 feet;

Thence South 00° 01' 40" East 41.42 feet;

Thence South 89° 59' 39" West 81.97 feet;

Thence North  $00^{\circ} 01' 50''$  West 41.37 feet;

Thence South  $89^{\circ} 58' 30''$  West 27.58 feet;

Thence South  $44^{\circ} 54' 24''$  West 69.51 feet;

Thence South  $44^{\circ} 41' 05''$  East 11.05 feet;

Thence South  $45^{\circ} 05' 28''$  West 13.34 feet;

Thence South  $89^{\circ} 52' 37''$  West 34.02 feet to the Point of Beginning.

Containing 35.33 acres.

Bearings and distances are based on the California State Plane Coordinate System of 1983, Zone 6, North American Datum of 1983, epoch 2011.00. Divide grid distances by a combination factor of 0.99993571 to obtain ground distances.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                     )  
  )     ss.  
County of Riverside                    )

On October 25, 2016, before me, Jennifer Kammerer, Notary Public,  
a Notary Public, personally appeared Harold Trubo,  
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.

[Affix seal here]



Jennifer Kammerer  
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                                 )  
  )     ss.  
County of Riverside                            )

On October \_\_\_\_, 2016, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
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.

[Affix seal here]

\_\_\_\_\_  
Signature of Notary Public

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Grant Deed to the County of Riverside, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors as of October 25, 2016, and that the Grantee consents to the recordation thereof by the County Recorder.

FORM APPROVED:

Gregory P. Priamos, County Counsel

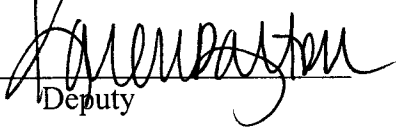
By: \_\_\_\_\_  
Deputy

COUNTY OF RIVERSIDE (Grantee)

By:   
Chairman, Board of Supervisors  
**JOHN J. BENOIT**

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy



Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

11/8/16  
Date

kb  
Initial

## NOTICE OF EXEMPTION

October 25, 2016

**Project Name:** Riverside University Health System Hospital, 8<sup>th</sup> Amendment to Lease Moreno Valley, County of Riverside, California

**Project Number:** FM0417200242

**Project Location:** 26560 Cactus Avenue, west of Nason Street, Moreno Valley, California; Assessor's Parcel Number (APN) 486-280-037 (See attached exhibit)

**Description of Project:** The County of Riverside (County) entered into a Lease and Option to Purchase Agreement (Original Facilities Lease Agreement) on July 1, 1989 with the County of Riverside Asset Leasing Corporation (Corporation) for the construction of the Riverside University Health System (RUHS) Hospital, located at 2650 Cactus Avenue in Moreno Valley on APN 486-280-037. The Original Facilities Lease Agreement has been previously amended and supplemented for the purpose of financing the hospital for the benefit of the County (Facilities Lease). Financing has included the issuance of Leasehold Revenue Bonds, where debt service on the Bonds is paid from the County's payments of Base Rental under the Facilities Lease. Section 19 of the Facilities Lease permits the lease to be modified or amended to release from the lien to the extent that the Base Rent payable after the release is sufficient to pay debt service on the Bonds. The County and the Corporation have determined that the portion of the Property containing the Hospital building, as depicted in Exhibit A and described in the Legal Description (Released Property) is not needed to support the Bonds and has requested and received approval from the Corporation to transfer the Released Property to the County where it can best be put to beneficial use. The Released Property consists of 35.33 acres of the 38.9 acre County-owned parcel. The 8<sup>th</sup> Amendment to the Facilities Lease Agreement with the Corporation for the transfer of the Released Property to the County is defined as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project would involve the continuation of the Facilities Lease and lease payments to satisfy debt service of the bonds. No physical changes would occur to the RUHS Hospital as a result of the Release of property and the operation of the Hospital will continue to provide medical services. No additional direct or indirect physical environmental impacts are anticipated.

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

**Name of Person or Agency Carrying Out Project:** County of Riverside; County of Riverside Asset Leasing Corporation

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

11.8.16 3-4

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6486

[www.rivcoeda.org](http://www.rivcoeda.org)

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Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the 8th Amendment to the Facilities Lease to release property and accept the fee simple interest in said released real property.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to an amendment to the Facilities Lease and conveyance of title from the Corporation to the County. The Eight Amendment to the Facilities Lease will not increase or expand the use of the site, as no alterations to the existing building are being considered. The site is currently developed and does not contain environmentally sensitive areas. The use of the existing Hospital building located within the Released Property will be consistent with the permitted and planned capacity of the site and would result in the continued use of the site in a similar capacity; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed 8th Amendment to the Facilities Lease will not result in any direct or indirect physical environmental impacts. The proposed Project is limited to a change to a lease and the conveyance of title of property. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site and existing building would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemption above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

10/20/16

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** RUHS Hospital 8<sup>th</sup> Amendment to Lease, Moreno Valley

**Accounting String:** 524830-47220-7200400000 - FM0417200242

**DATE:** October 20, 2016


**AGENCY:** Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

**NUMBER OF DOCUMENTS INCLUDED:** One (1)

**AUTHORIZED BY:** Mike Sullivan, Senior Environmental Planner, Economic Development Agency

**Signature:**



**PRESENTED BY:** Tonja Gemberling, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

**ACCEPTED BY:** -

**DATE:** -

**RECEIPT # (S)** -



Date: October 20, 2016

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417200242**  
RUHS Hospital 8<sup>th</sup> Amendment to Lease, Moreno Valley

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file