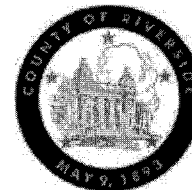


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM  
3.23  
(ID # 6217)**

**MEETING DATE:**

Tuesday, February 27, 2018

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2018-033, Authorization to Sell Real Property located in the City of Palm Springs, County of Riverside, State of California, District 4, CEQA Exempt; Lease, Riverside University Health System, Palm Springs, 3 Year Lease; District 4, CEQA Exempt - [\$750,028] RUHS – Community Care Clinics – Fund 40090 100% (Clerk to File CEQA Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2018-033, Authorization to Sell Real Property located in the City of Palm Springs, County of Riverside, State of California, portion of Assessor's Parcel Number 507-100-042 by Grant Deed to Desert Aids Project, a nonprofit public benefit corporation;
3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions between the County of Riverside and Desert Aids Project and authorize the Chairman of the Board of Supervisors to execute the Agreement on behalf of the County;

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/EDA

2/20/2018

Jennifer Cruikshank, Chief Executive Officer – Health System

2/20/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, 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, Perez and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** February 27, 2018  
**xc:** EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

4. Authorize the Chairman of the Board of Supervisors to execute the Grant Deed to complete the conveyance of real properties and this transaction;
5. Approve the Lease Agreement between the County of Riverside and Desert Aids Project and authorize the Chairman of the Board of Supervisors to execute the Agreement on behalf of the County;
6. Approve the Mutual Ground Lease Termination Agreement between the County of Riverside and Desert AIDS Project, and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County;
7. Approve the Mutual Revenue Lease Termination Agreement between the County of Riverside and Desert AIDS Project, and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County;
8. Approve the General Assignment Agreement between the County of Riverside and Desert Aids Project and authorize the Chairman of the Board of Supervisors to execute the Agreement on behalf of the County;
9. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction;
10. Authorize deposit of the sales proceeds into the Capital Improvement Fund (30700);
11. Ratify and authorize a reimbursement to EDA/Real Estate Division for all transaction costs incurred in an amount not to exceed \$95,000 from RUHS – Community Care Clinics – Fund 40090;
12. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days of Board approval.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 113,195	\$ 218,343	\$ 750,028	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RUHS – Community Care Clinics – Fund 40090 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2017/18 – 2020/21	

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

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

**BACKGROUND:**

**Summary**

Desert Aids Project, a nonprofit public benefit corporation (DAP) owns approximately 3.9 acres of land, situated on the southwest corner of N. Sunrise Blvd and E. Vista Chino in the City of Palm Springs, California, identified as Assessor's Parcel Number 507-100-042 (Property). DAP operates a health clinic on the Property for those living with or at-risk for HIV or AIDS.

In 2008, the County of Riverside (County) constructed the Palm Springs Family Care Clinic (County Clinic) located at 1515 N. Sunrise Way, Palm Springs, State of California on a portion of the Property owned by DAP and adjacent to DAP's health clinic. The County and DAP entered into that certain Ground Lease dated May 2, 2007 to allow for construction of the County Clinic by the County.

The County Clinic, which is now operated by Riverside University Health System (RUHS), consists of an approximately 22,000 square foot healthcare facility and includes patient registration, administrative offices, waiting and exam rooms, classrooms, and offices for the Women, Infants and Children ("WIC") programs. Services also include primary medical and traditional public health services.

On February 18, 2016, DAP and County entered into a Revenue Lease, in which DAP leases approximately 4,500 square feet in the County Clinic to expand and meet DAP's growing needs for administrative and healthcare space. DAP desires to further expand its administrative and healthcare space to meet its growing needs and has determined that acquiring the County Clinic would best serve its needs for space. DAP has also acquired property adjacent to the County Clinic and is working with Riverside County Housing Authority to pursue an affordable housing project that will be used in conjunction with the County Clinic and the existing Housing Authority parking lot to provide increased service to the community.

DAP recently submitted an offer to the County for Five Million Two Hundred Thousand Dollars (\$5,200,000) to purchase the County Clinic improvements and the offer is above the recently appraised fair market value for the County Clinic improvements that reside on the DAP land. RUHS is agreeable to the sale of the existing County Clinic and desires to construct a new replacement clinic facility that will expand services and integrates RUHS's new model, Patient Aligned Care Team Design (PACT). PACT improves healthcare delivery and expands services offered to the public. PACT also delivers those same services in a more efficient and cost effective manner.

If the sale is approved through this Board action, the County will lease the County Clinic back from DAP for up to three years, at the cost of operations and will continue use of the County Clinic while the replacement healthcare facility is planned and constructed. RUHS will move an In-Principle Form 11 to the Board in the near future and in order to begin pursuit of a replacement healthcare facility project through the Real Estate Division of the Economic Development Agency (EDA).

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

This Lease is summarized below:

Lessor: Desert Aids Project  
1695 N Sunrise Way  
Palm Springs, California 92262

Location: 1515 N. Sunrise Way,  
Palm Springs, California 92262

Term: Three years

Size: 16,574 square feet  
1,535 square feet (shared space with DAP)  
18,109 Total Square Feet

Rent: \$1.00 per square foot  
\$0.50 per square foot (shared space with DAP)  
\$17,342 per month  
\$208,104 per year

Annual Increase: None

Utilities: County pays for telephone and IT services, Lessor pays for all other utilities.

Custodial Services: Lessor

Maintenance: Lessor

Option to Terminate: Termination for any reason with ninety day notice.

This transaction is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption.

The Board of Supervisors on January 9, 2018, Minute Order No. 3.13, adopted Resolution No. 2018-004, Notice of Intent to Sell Real Property in the City of Riverside, County of Riverside, California.

The Agreement of Purchase and Sale and Joint Escrow Instructions and Resolution No. 2018-033 have been approved as to form by County Counsel.

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

**Impact on Citizens and Businesses**

This transaction will benefit the community as a whole as the County relocates a clinic in the Coachella Valley under the improved RUHS PACT model and to an area that is convenient for patients of RUHS. The transaction also helps to increase quality of healthcare services provided by DAP and RUHS and will also result in a future DAP affordable housing project. This coordinated effort between community partners will increase healthcare availability for the entire region.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the due diligence funding necessary to sell the Building also described as a portion of Assessor's Parcel Number 507-100-042:

Estimated Title and Escrow Charges	5,000
Preliminary Title Report	1,500
County Appraisal	8,500
County Staff Time includes EDA Real Estate, EDA Environmental, County Counsel and Bond Counsel	80,000
<b>Total Estimated Costs</b>	<b>\$95,000</b>

Acquisition costs will be reimbursed to EDA by the RUHS – Community Care Clinics – Fund 40090. The proceeds received from the sale of the County Clinic will be deposited into the Capital Improvement Fund 30700. The use of the proceeds will be designated in a future Board Action.

See attached Exhibits A, B, & C.

The RUHS has budgeted these costs in FY 2017/18 and will reimburse Economic Development Agency for all lease costs on a monthly basis.

**Attachments:**


- Resolution No. 2018-033
- Aerial Image
- Agreement of Purchase and Sale and Joint Escrow Instruction
- Grant Deed
- Lease Agreement
- Termination of Ground Lease
- Termination of Revenue Lease
- General Assignment Agreement
- Exhibits A, B & C
- Notice of Exemption

RF:HM:VY:CAO:ra 270FM 19.617 13764

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

MinuteTrak: 6217

  
Rekini L. Lachra, Principal Management Analyst 2/22/2018

  
Gregory V. Priamos, Director County Counsel 2/21/2018

1 Board of Supervisors

County of Riverside

2  
3 **Resolution Number 2018-033**

4 **Authorization to Sell Real Property located in the City of Palm Springs,**

5 **County of Riverside, State of California**

6 **(Portion of Assessor's Parcel Number 507-100-042)**

7  
8  
9 WHEREAS, Desert Aids Project, a nonprofit benefit corporation ("DAP") owns  
10 approximately 3.9 acres of land, situated on the southwest corner of N. Sunrise Blvd  
11 and E. Vista Chino in the City of Palm Springs, California, identified by Assessor's  
12 Parcel Number 507-100-042 ("Property"). DAP operates a health clinic on the Property  
13 for those living with, affected by, or at-risk for HIV or AIDS; and

14 WHEREAS, the County of Riverside ("County") constructed the Palm Springs  
15 Family Care Clinic ("County Clinic") located at 1515 N. Sunrise Way, Palm Springs,  
16 State of California, on a portion of the Property, consisting of an approximately 22,000  
17 square foot building ("Building"); and

18 WHEREAS, the County Clinic is operated by Riverside University Health  
19 System ("RUHS"), and includes patient registration, administrative offices, waiting and  
20 exam rooms, classrooms, and offices for the Women, Infants and Children (WIC)  
21 programs. Services also include primary medical and traditional public health services;  
22 and  
23

24 WHEREAS, the County and DAP entered into that certain Ground Lease dated  
25 May 2, 2007 and construction of the County Clinic was completed on April 21, 2008;  
26 and  
27  
28

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 8-21-18  
DATE  
SYNTHIA M. GUNZEL

1           WHEREAS, On February 18, 2016, DAP and County entered into a Revenue  
2 Lease, in which DAP leases 3,950 square feet of office space and 1,557 square feet of  
3 common area in the County Clinic to expand and meet DAP's needs for administrative  
4 facilities. DAP desires to further expand its administrative facilities to meet its growing  
5 needs and has determined that acquiring the Building would best serve the need for  
6 these expanded facilities. DAP has also acquired property adjacent to the Building and  
7 is working with Riverside County Housing Authority to pursue an affordable housing  
8 project that will be used in conjunction with the Building and existing Housing Authority  
9 parking lot to provide increased service to this community; and

10           WHEREAS, the County and DAP will terminate the Ground Lease and  
11 Revenue Lease in conjunction with the consummation of the sale of the Building; and

12           WHEREAS, DAP submitted an offer to the County for Five Million Two Hundred  
13 Thousand (\$5,200,000) to purchase the Building and all the appurtenances thereto,  
14 and which is slightly above the recently appraised fair market value for the property;  
15 and  
16

17           WHEREAS, the County will lease the Building back from DAP for up to three (3)  
18 years at the cost of operation to continue operations while County Clinic is relocated to  
19 a new location; and

20           WHEREAS, RUHS desires to construct a new clinic facility that will expand  
21 services and integrates the department's new model, Patient Aligned Care Team  
22 Design ("PACT"); and

23           WHEREAS, PACT increases service to the public and also delivers those same  
24 services in a more efficient and effective manner; and

25           WHEREAS, the County has reviewed and determined that the purchase of the  
26 Property as being categorically exempt from the California Environmental Quality Act  
27 ("CEQA") pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3)  
28



1 because the proposed project is the conveyance of real property involving the transfer  
2 of title to the real property for the continued use of existing improvements situated on  
3 the Property with no major improvements will occur at this time which will have no  
4 significant impact on the environment; now, therefore,

5 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the  
6 Board of Supervisors of the County of Riverside ("Board"), in regular session  
7 assembled on or after February 27, 2018, at 9:00 a.m. or soon thereafter, in the  
8 meeting room of the Board of Supervisors located on the 1st floor of the County  
9 Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review  
10 of the evidence and information presented on the matter, as it relates to this sale, this  
11 Board:

12 1. Has determined that the proposed acquisition project is categorically  
13 exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and  
14 15061(b)(3) because the County is merely conveying the fee interest in the Property to  
15 continue the present use of the Property and it can be seen with certainty that there is  
16 no possibility that the activity in question will have a significant effect on the  
17 environment; and

18 2. Authorizes the sale to DAP the Building and all the appurtenances  
19 thereto located in the City of Palm Springs, County of Riverside, State of California  
20 identified by and known as a portion of Assessor's Parcel Number 507-100-042, more  
21 particularly described in Exhibit "A" Legal Description, attached hereto and thereby  
22 made a part hereof.

23 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
24 Board of Supervisors of the County of Riverside is authorized to execute the  
25 Agreement of Purchase and Sale and Joint Escrow Instructions.

26 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
27 Board of Supervisors of the County of Riverside is authorized to execute the Grant  
28 Deed.

1 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
2 Board of Supervisors of the County of Riverside is authorized to execute the Lease  
3 Agreement.

4 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
5 Board of Supervisors of the County of Riverside is authorized to execute the Ground  
6 Lease Termination Agreement.

7 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
8 Board of Supervisors of the County of Riverside is authorized to execute the Revenue  
9 Lease Termination Agreement.

10 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
11 Board of Supervisors of the County of Riverside is authorized to execute the General  
12 Assignment Agreement.

13 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County  
14 Executive Officer/EDA or his designee, is authorized to execute any other documents  
15 to complete this transaction.

16 BE IT FURTHER RESOLVED AND DETERMINED that EDA/Real Estate  
17 Division be reimbursed for all costs incurred relating to the acquisition. The amount to  
18 be reimbursed to EDA/Real Estate is not-to-exceed \$95,000 in due diligence expenses  
19 and staff time.

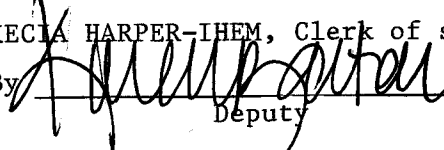
20 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
21 Supervisors has given notice hereof as provided in Section 6063 of the Government  
22 Code.

23 ROLL CALL:

24 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
25 Nays: None  
26 Absent: None

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

KECIA HARPER-IHEM, Clerk of said Board

By   
Deputy

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LEASE PARCEL PORTION OF APN 507-100-042 (FORMERLY KNOWN AS APN 507-100-040)

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT 01-01 APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED AS INSTRUMENT NO. 2001-168548, APRIL 20, 2001, O.R., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 89°40'34" WEST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO BEING THE CENTERLINE OF VISTA CHINO ROAD, A DISTANCE OF 345.00 FEET;

THENCE SOUTH 00°21'49" WEST AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 OF LLA 01-01, ALSO BEING THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP IN THE CITY OF PALM SPRINGS AS SHOWN ON PARCEL MAP ON FILE IN BOOK 17 AT PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS;

THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 325.69 FEET TO THE TRUE POINT OF BEGINNING;

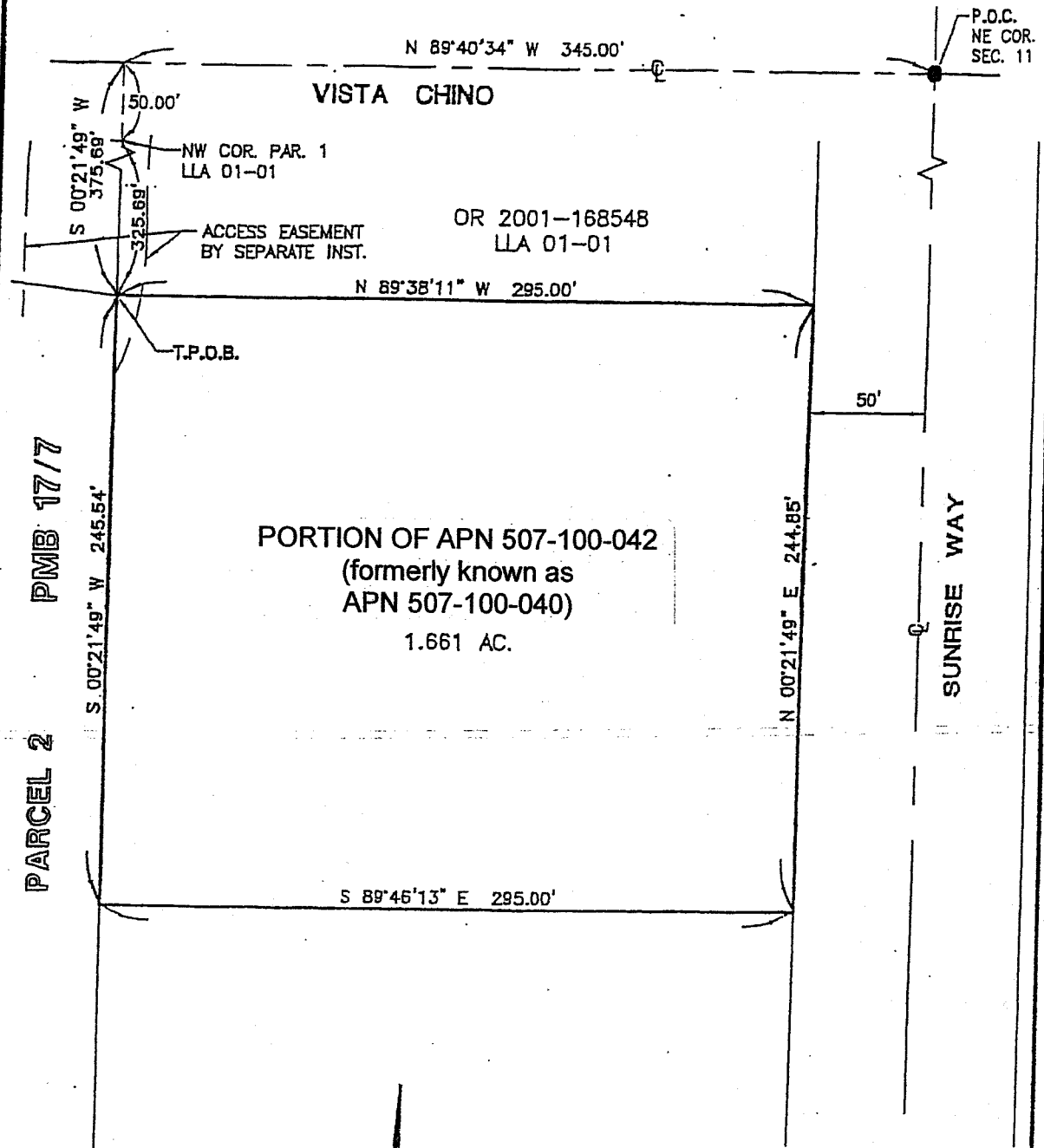
THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 254.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°46'13" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUNRISE WAY;

THENCE NORTH 00°21'49" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.85 FEET;

# EXHIBIT

SHEET 1 OF 1



PORTION OF APN 507-100-042  
(formerly known as  
APN 507-100-040)  
1.661 AC.

OR 2001-168548  
LLA 01-01

PARCEL 2 PMB 17/7

N 89°40'34" W 345.00'

VISTA CHINO

S 00°21'49" W 375.69'  
50.00'

NW COR. PAR. 1  
LLA 01-01

ACCESS EASEMENT  
BY SEPARATE INST.

N 89°38'11" W 295.00'

T.P.O.B.

50'

SUNRISE WAY

N 00°21'49" E 244.85'

S 00°21'49" W 245.54'

S 89°46'13" E 295.00'

IN THE CITY OF PALM SPRINGS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
PORTION OF THE NE 1/4 OF THE NE 1/4  
SEC. 11, T.4 S., R.4 E., S.B.M.



1" = 60'

MSA CONSULTING, INC.

MAINIERO, SMITH & ASSOCIATES, INC.  
PLANNING \* CIVIL ENGINEERING \* LAND SURVEYING

34200 BOB HOPE DRIVE \* RANCHO MIRAGE \* CA 92270  
TELEPHONE (760) 320-9811 \* FAX (760) 323-7893

J.N. 1622



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

2/28/18  
Date

KB  
Initial

## NOTICE OF EXEMPTION

December 21, 2017

**Project Name:** County of Riverside, Economic Development Agency (EDA) Palm Springs Family Care Clinic Sale to Desert Aids Project, Palm Springs, California

**Project Number:** FM0417200270

**Project Location:** 1515 North Sunrise Way, south of East Vista Chino, Palm Springs, California, 92274; Assessor's Parcel Number (APN) 507-100-042; (See Attached Exhibit)

**Description of Project:** Desert Aids Project, a nonprofit benefit corporation (DAP) owns approximately 3.9 acres of land, situated on the southwest corner of North Sunrise Boulevard and East Vista Chino in the City of Palm Springs, California, identified by Assessor's Parcel Number 507-100-042. DAP operates a health clinic on the Property for those living with, affected by, or at-risk for HIV or AIDS. The County of Riverside (County) constructed the Palm Springs Family Care Clinic located at 1515 N. Sunrise Way, Palm Springs, State of California on a portion of the Property, owned by DAP and adjacent to DAP's health clinic. The County and DAP entered into that certain Ground Lease dated May 2, 2007 and construction of the County Clinic was completed on April 21, 2008. The County Clinic, which is operated by Riverside University Health System (RUHS), consists of an approximately 22,000 square foot building and includes patient registration, administrative offices, waiting and exam rooms, classrooms, and offices for the Women, Infants and Children programs. Services also include primary medical and traditional public health services.

On February 18, 2016, DAP and County entered into a Revenue Lease, in which DAP leases approximately 5,000 square feet in the County Clinic to expand and meet DAP's growing needs for administrative and healthcare space. DAP desires to further expand its administrative and healthcare space to meet its growing needs and has determined that acquiring the County Clinic would best serve its needs for space. DAP recently submitted an offer to the County to purchase the Palm Springs Care Clinic improvements which is above the recently appraised fair market value for the County improvements that reside on DAP land. RUHS is agreeable to the sale of the existing County Clinic and desires to construct a new replacement clinic facility that will expand services and improves healthcare delivery.

If the sale is approved through this action, the County will lease the Palm Springs Care Clinic back from DAP for up to three years, at the cost of operations, and to continue use of the Palm Springs Care Clinic while the replacement healthcare facility is planned and constructed. The proceeds of this sale of the Palm Springs Care Clinic will be used to offset the long term lease costs of the replacement facility. Once a suitable replacement site is located, RUHS would pursue an additional Board action to design and construct the replacement facility through EDA.

The sale of the Palm Springs Care Clinic from the County to the DAP is identified as the discretionary action to be analyzed under the California Environmental Quality Act (CEQA). Since a replacement site has not been identified, the proposed action is limited to the direct effects of the sale. It can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment. Any future development involving a replacement public facility use will be subject to separate CEQA environmental review prior to taking any choice limiting action or discretionary action.

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

org

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Information Technology  
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Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

FEB 27 2018

3.73

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency, Desert Aids Project

**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.

**Reasons Why Project is Exempt:** The discretionary action to sell the Palm Springs Care Clinic is exempt from the requirements of CEQA as it would not result in direct impacts to the physical environment or reasonably foreseeable indirect effects. At this time, there are many unknowns associated with the future development of a replacement facility as no site has been identified; the resulting indirect effects from these unknown project details are not reasonably foreseeable. However, the identification of future known additional discretionary actions provide a mechanism to address these indirect effects upon selection of a suitable site through evaluation at a future time when more details are known and more meaningful disclosure can be provided to the public.

The County would continue to act as the Lead Agency for all of the necessary discretionary actions involving a replacement facility to ensure that CEQA compliance is satisfied. The ultimate approval of a replacement facility by the County is contingent on obtaining all required environmental and land use permits, including CEQA compliance with any applicable public agencies. A separate agreement between the County and the selected developer will contain the appropriate legal requirements and indemnification to ensure that a proper level of environmental review is conducted, prior to approval by the Board of Supervisors. This sequence of timing allows for potential environmental effects and public input to be incorporated prior to development of design, so that any potential impacts can be reduced or eliminated with the establishment of the appropriate project mitigation or alternatives.

- **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 the sale of an existing building which would result in a transfer of ownership. The County would continue to occupy the facility until a suitable replacement site was identified. Any potential effects from the occupation of a replacement site, once identified and reasonable foreseeable, would be evaluated as a future discretionary action. The continued use of the facility would be consistent with the current land use and would not result in an increase in intensity of use or exceed the planned capacity of the site. The Project would not require any expansion of public services and facilities; 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:** The transfer agreement is exempt pursuant to State CEQA Guidelines Section 15061(b) (3). 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 sale of the Palm Springs Care Clinic itself may have a significant physical effect on the environment.

The sale would be limited to the transfer of property and ownership, which would not result in any physical direct or reasonably foreseeable indirect impacts to the environment. The potential indirect effects from this sale would be analyzed as part of a separate discretionary action taken by the County to identify a replacement site and develop and approve a design. It is at this stage of development, that enough reasonably foreseeable information could be established to define a project description and address the potential environmental impacts of a replacement facility. 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: 12/21/17

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Palm Springs Family Care Clinic Sale to Desert Aids Project, Palm Springs, California**

**Accounting String: 524830-47220-7200400000 - FM0417200270**

DATE: December 21, 2017

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: Craig Olsen, Supervising Real Property Agent, Real Estate Division, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -





Date: December 21, 2017

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 # FM0417200270**  
Palm Springs Family Care Clinic Sale to Desert Aids Project, Palm Springs, California

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

**AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

**BY AND BETWEEN**

**THE COUNTY OF RIVERSIDE,  
a political subdivision of the State of California**

**as SELLER**

**AND**

**DESERT AIDS PROJECT, a nonprofit public benefit corporation**

**as BUYER**

**Purchase of Building Improvements  
Situated on a portion of Assessor's Parcel Number 507-100-042  
located at 1515 North Sunrise Way, Palm Springs, CA 92262**

2/12/18

FEB 27 2018

3.23

**AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between DESERT AIDS PROJECT, a nonprofit public benefit corporation ("DAP" or "Buyer"), and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County" or "Seller"). The Seller and the Buyer are referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, DAP is the owner of that certain parcel of land located at the southwest corner of Vista Chino and Sunrise Way in the City of Palm Springs, County of Riverside, State of California, comprising approximately 3.9± acres (APN 507-100-042), which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by this reference, and depicted in Exhibit "A-2" attached hereto and incorporated herein by this reference ("DAP Land");

**WHEREAS**, as depicted in Exhibit "A-2," the northern 2.239± acres of the DAP Land ("DAP Building Parcel") are improved with a single-story building and associated improvements which are owned and operated by DAP;

**WHEREAS**, the southern 1.661± acres of the DAP Land ("Leased Parcel") are currently leased by DAP to the County pursuant to that certain Ground Lease between DAP (as Lessor) and the County (as Lessee) dated May 2, 2007 ("Ground Lease"), pursuant to which the County constructed, and currently owns and operates, an approximately 22,000 square foot Medical Health Clinic Building and associated improvements (collectively, the "Building Improvements"); the Leased Parcel is depicted in Exhibit "A-2" and is more particularly described in Exhibit "B" attached hereto and made part hereof;

**WHEREAS**, County (as Lessor) and DAP (as Lessee) entered into that certain Revenue Lease dated February 18, 2016 ("Revenue Lease"), in which DAP leased approximately 3,950 square feet of office space and 1,557 square feet of common area in the Medical Health Clinic Building from the County to expand DAP's administrative facilities;

**WHEREAS**, DAP desires to purchase the Building Improvements from the County to further expand DAP's facilities, and the County desires to sell the Building Improvements to DAP and lease the current County-occupied portion of the Building Improvements back from DAP for use as a Medical Health Clinic for a term, and on other terms and provisions, delineated in the separate Lease Agreement referenced below in this Agreement;

**WHEREAS**, concurrently with the Closing of the purchase and sale of the Building Improvements, the Parties also intend on executing and recording termination agreements which terminate the Ground Lease and Revenue Lease, respectively; and

**WHEREAS**, the Parties desire to enter into this Agreement to provide a binding process for the Parties to complete the sale by the County of the Building Improvements to DAP, the concurrent termination of the Ground Lease and Revenue Lease, and the lease-back by DAP of a portion of the Building Improvements to the County.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms will be defined as follows:

(a) **"Effective Date"**: The Effective Date is the date on which this Agreement is approved and fully executed by Buyer and Seller as listed on the signature page of this Agreement.

(b) **"Building Improvements"**: The term "Building Improvements" is defined in the Recitals.

(c) **"Purchase Price"**: The Purchase Price for the Property is Five Million Two Hundred Thousand Dollars (\$5,200,000.00).

(d) **"Escrow Holder"**: The escrow holder is Lawyers Title at the address set forth in subparagraph (i) below. The escrow number will be provided to the Parties by Escrow Holder, and the Escrow has been assigned to Escrow Officer Colleen Graves. The **"Title Company"** is also Lawyers Title.

(e) **"Closing" and "Close of Escrow"**: Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the requisite conveyance documents, including the Grant Deed, the Termination of Ground Lease and the Termination of Revenue Lease are recorded in the Official Records of the County of Riverside in the manner provided herein.

(f) **"Closing Date"**: The Closing Date shall be no later than ninety (90) days after the opening of Escrow, unless otherwise agreed to in writing by both parties.

(g) **"Due Diligence Period"**: "Due Diligence Period" is the period commencing on the Effective Date and ending on the Closing Date. During the Due Diligence Period, DAP shall have the right to terminate this Agreement for any reason or no reason, by written notice to County and Escrow Holder.

(h) **"Property"** shall mean the Building Improvements and County's interest in the Leased Parcel.

(i) **"Notices"**. In the event either party desires or is required to give notice to the other party in connection with this Agreement, the same shall be in writing and shall be deemed to have been given when delivered in person, when delivered (or delivery is refused by recipient) by recognized overnight air courier service (such as FedEx, UPS or USPS), when delivered by email transmission (provided that such email transmission is followed by delivery in person, or by overnight courier or certified mail), or three (3) days after deposit with the United States Postal Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate address as set forth in this subparagraph (i) below. "Notices" will be sent as follows:

**Buyer:**

Desert AIDS Project  
Attn: David Brinkman, CEO  
1695 N. Sunrise Way  
Palm Springs, CA 92262  
Telephone: 760-323-2118 ext 418  
Email: [dbrinkman@desertaidproject.org](mailto:dbrinkman@desertaidproject.org)

**Seller:**

County of Riverside/Real Estate Division  
Attn: Vince Yzaguirre  
3403 Tenth Street, Suite 400  
Riverside, California 92501  
Telephone: 951.955.9011  
Email: [vyzaguirre@rivco.org](mailto:vyzaguirre@rivco.org)

**Escrow Holder:** Lawyers Title Company  
625 E. Carnegie Drive, #105  
San Bernardino, CA 92408  
Attn: Colleen Graves  
Telephone: 951.963.5588  
Fax No: 951.963.5589  
Email [cgraves@ltic.com](mailto:cgraves@ltic.com)

(j) **Exhibits:**

- Exhibit "A-1" - Legal Description of DAP Land
- Exhibit "A-2" – Site Plan Showing DAP Land, DAP Building Parcel and Leased Parcel
- Exhibit "B" - Legal Description of Leased Parcel
- Exhibit "C" - Form of Grant Deed
- Exhibit "D" - Form of Lease Agreement
- Exhibit "E" – Form of Termination of Ground Lease
- Exhibit "F" – Form of Termination of Revenue Lease
- Exhibit "G" – Form of General Assignment

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement: (i) Seller agrees to sell the Property (the Building Improvements and Seller's interest in the Leased Parcel) to Buyer, and Buyer agrees to buy the Property from Seller; and (ii) Buyer (as the lessor) and Seller (as the lessee) agree to enter into, at Closing, the Lease Agreement in the form attached hereto as Exhibit "D" ("Lease") pursuant to which Buyer (DAP) shall lease the current County-occupied portion of the Building Improvements back to Seller (County) for use as a Medical Health Clinic for a term, and on other terms and provisions, delineated in the Lease.

3. **Purchase Price.** The Purchase Price will be paid as follows: Within five (5) business days following the opening of escrow, as described in Paragraph 4, below, Buyer shall deposit Fifty Thousand Dollars (\$50,000.00) ("Deposit") into Escrow, in the form of immediately available funds or via wire transfer. Escrow Holder shall deposit said funds in an interest bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall be returned to Buyer at Close of Escrow. At least one (1) business day prior to the Closing Date, Buyer shall remit the balance of the Purchase Price to Escrow Holder, plus Buyer's share of closing costs

and prorations pursuant to the approved Preliminary Closing Statement(s) (see Section 15.4 below). The Deposit shall be fully refundable to DAP until the expiration of the Due Diligence Period described below. The Deposit shall also constitute liquidated damages if DAP defaults (see Section 13 below).

3.1. Independent Consideration. As consideration for Seller's agreement to enter into this Agreement, within five (5) days after the Opening of Escrow, Buyer shall remit directly to Seller the sum of **\$100.00** (the "Independent Consideration"), which Independent Consideration shall be retained by Seller as Seller's sole property immediately upon receipt and which Independent Consideration shall be nonrefundable to Buyer in all events.

4. **Escrow**. Buyer and Seller shall have established and opened an escrow (the "Escrow") with Escrow Holder no later than ten (10) business days after the Effective Date. The date escrow is opened shall be the official Opening Date of Escrow referenced herein. This Agreement shall not be binding until the transaction and an Authorization to Sell are approved by the Board of Supervisors, and this Agreement is executed by the Chairman of the Board of Supervisors. Buyer and Seller agree to execute any additional instructions reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. At least one (1) business day prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

- (a) A Grant Deed in the form attached to this Agreement as Exhibit "C", duly executed and acknowledged by Seller and in recordable form, conveying the Building Improvements to Buyer ("Grant Deed");
- (b) Two (2) originals of a Termination of Lease (Ground Lease) in the form of Exhibit "E." both duly executed and acknowledged by Seller and in recordable form;
- (c) Two (2) originals of a Termination of Lease (Revenue Lease) in the form of Exhibit "F." both duly executed and acknowledged by Seller and in recordable form; and
- (d) Two (2) originals of a General Assignment in the form of Exhibit "G." both duly executed by Seller.
- (e) Two (2) originals of a Lease Agreement (lease back to the County) in the form of Exhibit "D." duly executed and acknowledged by Seller and in recordable form, in the event the parties desire to record such Lease.

5.2 By Buyer. At least one (1) business day prior to the Closing Date, Buyer will deliver or cause to be delivered to Escrow Holder the following items:

- (a) The balance of the Purchase Price (net of the Deposit already held by Escrow Holder) in accordance with Paragraph 3 above;
- (b) Buyer's share of closing costs and prorations pursuant to Buyer's approved Preliminary Closing Statement and in accordance with Paragraph 15 below;

(c) Two (2) originals of a Termination of Lease (Ground Lease) in the form of Exhibit "E." duly executed and acknowledged by Buyer and in recordable form;

(d) Two (2) originals of a Termination of Lease (Revenue Lease) in the form of Exhibit "F." duly executed and acknowledged by Buyer and in recordable form; and

(e) Two (2) originals of a General Assignment in the form of Exhibit "G." both duly executed by Buyer.

(f) Two (2) originals of a Lease Agreement (lease back to County) in the form of Exhibit "D." duly executed and acknowledged by Buyer and in recordable form, if the parties desire to record such Lease.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement as are reasonably required by Escrow Holder or the Title Company to close escrow. In addition, Seller and Buyer will designate the Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Condition of Title.** At the Close of Escrow, the Building Improvements will be conveyed with clear and marketable title, free of any loans, liens and encumbrances of any kind, to Buyer by Seller by the Grant Deed, and, as a condition to Buyer's obligation to close, the Title Company shall agree to issue the Title Policy to Buyer with coverage in the amount of the Purchase Price, listing as exceptions only the iPermitted Exceptions (see Section 7 below):

7. **Conditions to the Close of Escrow.**

7.1 Conditions Precedent to Buyer's Obligations. The following additional conditions to Buyer's obligation to close Escrow must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. County shall convey title to the Property to DAP free and clear, without being subject to any monetary or other liens or encumbrances except for non-delinquent real property taxes (if any) and any non-monetary encumbrances in the PTR that are approved by DAP as provided in this subparagraph (a). Escrow Holder shall cause the Title Company to deliver to Buyer a report of title for the Property ("Preliminary Title Report" or "PTR"), together with copies of the exceptions to title described in the Preliminary Title Report. Buyer shall have the right to review and approve or disapprove any exceptions in the PTR that relate to the Leased Parcel and/or the Building Improvements, at Buyer's sole cost and expense. Within ten (10) business days after receipt of the PTR and copies of all documents listed in the PTR as exceptions, Buyer shall provide notice in writing to Seller in the event that Buyer objects to exceptions (collectively, the "Objectionable Exceptions"), as shown in the PTR. Seller will have ten (10) days after receipt of Buyer's notice of Objectionable Exceptions to advise Buyer in writing whether Seller will eliminate or ameliorate the Objectionable Exceptions. If the Seller elects not to or is unable to eliminate or ameliorate the Objectionable Exceptions, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder:

(1) Waive its prior disapproval, in which event the disapproved matters shall be deemed approved, and proceed with the purchase to acquire the Building Improvements, subject to the Objectionable Exceptions without reduction in the Purchase Price and subject to satisfaction of Buyer's other conditions; or

(2) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will be returned to Buyer and the cancellation costs, if any, will be borne by Buyer.

(3) If Seller commits to remove any of the Objectionable Exceptions and fails to do so by the Closing Date, then Seller may be declared in default under this Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue its remedies as set forth herein and any remedies available to Buyer at law or in equity provided such failure was not as a result of Seller pursuing in good faith to remove any of the Objectionable Exceptions committed by Seller to remove and was unsuccessful due to factors beyond the control of the Seller.

All exceptions in the PTR that are approved by Buyer, together with all applicable laws, ordinances, rules and regulations of any applicable governmental authority and any matters that have been disclosed by an accurate survey provided to Buyer or by a reasonable physical inspection of the Building Improvements shall be referred to herein as "Permitted Exceptions."

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, at Buyer's expense, a CLTA Standard, Owner's Title Policy to Buyer with coverage in the amount of the Purchase Price, showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("Title Policy"), and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, such additional coverage shall be a condition to Buyer's obligation to close Escrow, and the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing.

(c) Title; Building Improvements and Equipment. Seller shall provide evidence of clear title to the Building Improvements. In addition, Seller shall provide copies of any loan document, recorded or unrecorded, including but not limited to any note, lien, security interest, financing statement, pledge agreement, collateralization agreement or encumbrance on the Building Improvements of any kind whatsoever. Any discharge, release, reconveyance or other evidence of release of collateral of any loan, financing, pledge or collateralization of any kind whatsoever on the Building Improvements either recorded or unrecorded.

(d) Delivery of Information; Approval of Buyer's Due Diligence Review. Seller represents that Seller will deliver to Buyer any and all of the existing original or true copies of the following documents in possession of the Seller or has a duty to disclose information known to the Seller without duty to inquiry or independent investigation: all surveys, as-built plans and specifications, architectural drawings, maps, building condition, inspection reports, utility and other expenses, zoning, land use entitlements, audits, hazardous material studies, as-built drawings, governmental approvals and building permits, soils reports, including engineers' reports, environmental reports, studies or audits, and studies and similar information, relating to the Property or the construction of the Building Improvements. All items delivered by Seller to Buyer shall be to the best of Seller's actual knowledge, true, correct, and complete copies of the items in Seller's possession, and except as expressly set forth herein, Seller makes no warranty regarding the contents of such items. Seller has no affirmative duty to obtain any such documents or information not in possession or known by Seller during the Due Diligence Period. If the Escrow shall fail to close for any reason, all such items in this subsection (d), shall be immediately returned to Seller. Buyer shall have until the Close of Escrow to review and approve or disapprove items in this Paragraph 7.1 and



Subsection 7.1(d). Reference is also made to Section 11 below (Due Diligence).

(e) Financing. Buyer shall have received purchase money financing.

(f) The conditions set forth in Paragraph 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

(g) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date, the items described in Paragraph 5.1 and 5.3 above and the removal or waiver of the items described in Paragraph 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3, above; and,

(c) The conditions set forth in Paragraph 7.2 are solely for the benefit of Seller and may be waived only by Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

8. **Delivery of Property**. Seller shall deliver the Building Improvements in its current condition and Seller shall have no obligation to make any repairs or further improvements to the Building Improvements.

9. **Maintenance of Building Improvements; No Service Contracts**. Seller shall be responsible for the diligent maintenance of all Building Improvements situated on the Leased Parcel, and pay any and all expenses incurred in the maintenance of the Building Improvements until the Close of Escrow. At the Close of Escrow, Seller agrees to assign Buyer any and all of Seller's rights, titles and interests in the Building Improvements, including contracts, agreements, entitlements, permits, plans and specifications that are directly associated with the Building Improvements, pursuant to the General Assignment. Seller represents and warrants to Buyer that there are no service contracts or other contracts pertaining to the Building Improvements which will survive the Closing; it is understood and acknowledged that Seller is not assigning, and Buyer is not assuming, any service contracts or other agreements pertaining to the Building Improvements or the Leased Parcel.

10. **Warranties**. Seller shall advise Buyer of any existing or new warranties and will assign any and all information regarding warranties. Upon Close of Escrow, Seller shall transfer all outstanding warranties to Buyer from Seller's vendors.

**11. Due Diligence by Buyer.**

11.1 Matters to Be Reviewed. As a further condition to Buyer's obligation to close Escrow, during the Escrow period, Buyer shall complete its due diligence investigation of the Property and approve each of the following matters (collectively, "Buyer's Investigations") at Buyer's discretion:

(a) The physical condition of the Building Improvements, with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws, including any laws relating to hazardous and toxic materials;

(b) All applicable government ordinances, rules and regulations of Seller's compliance therewith, including, but not limited to, zoning and building regulations; and

(c) All licenses, permits and other governmental approvals relating to the Building Improvements, and the Property.

(d) A physical inspection report completed by Buyer or Buyer's vendor.

11.2 Due Diligence Requirements.

(a) Subject to Section 19.4 below, Buyer shall only conduct a visual inspection of the Building Improvements and the Property and shall have no right to conduct any physical testing, boring, sampling or removal (collectively, "Physical Testing") of any portion of the Property without first obtaining Seller's prior written consent, which shall not be unreasonably withheld. If Buyer wishes to conduct any Physical Testing on any portion of the Building Improvements, Buyer shall submit a work plan to Seller for Seller's prior written approval.

(b) At least forty-eight (48) hours prior to any entry thereon to the Building Improvements by Buyer and/or its agents, employees, representatives or contractors (collectively, "Buyer's Agents") for the purpose of conducting Buyer's Investigations, Buyer shall provide Seller with sufficient evidence to show that Buyer's Agents who are to enter thereon to the Building Improvements are adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller insuring Buyer and Seller against any and all liability arising out of the entry and activities of Buyer's Agents' upon the Building Improvements, including, without limitation, any loss or damage to the Building Improvements arising therefrom, with coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence.

(c) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting Buyer's Investigations and any Physical Testing relating thereto.

(d) Buyer shall, at its sole cost and expense, clean up, restore and repair the Building Improvements and any other portion of the Building Improvements altered in any manner by Buyer or Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that such portion of the Property or the Property shall be returned to the same condition that existed prior to Buyer's or Buyer's Agents' entry thereon.

(e) Buyer shall provide to Seller, upon Seller's written request, with a copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover, obtain or

generate in connection with or resulting from Buyer's Investigations and/or Physical Testing under this Section 11.2(e).

11.3 Indemnification. Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's entries thereon to the Building Improvements prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Building Improvements free of mechanic's liens related to the activities of Buyer. This Section 11.3 shall survive the Closing or termination of this Agreement.

12. **Final Inspection of Building Improvements.** As a condition to Buyer's obligation to close Escrow, Buyer shall be entitled to inspect and approve or disapprove the Building Improvements condition prior to Close of Escrow to determine that the Building Improvements are in a condition in accordance with the terms of this Agreement and that is satisfactory to the sole determination of the Buyer.

13. **Liquidated Damages for Buyer's Default; Seller's Default.** IF BUYER FAILS TO CLOSE ESCROW IN ACCORDANCE WITH THE REQUIREMENTS OF THIS AGREEMENT DUE SOLELY TO A DEFAULT BY BUYER, THE PARTIES AGREE THAT SELLER SHALL BE ENTITLED, AS ITS SOLE REMEDY, TO THE AMOUNT OF THE DEPOSIT [\$50,000.00], AS LIQUIDATED DAMAGES, WHICH SUM THE PARTIES AGREE IS A REASONABLE SUM CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. IN PLACING THEIR INITIALS AT THE PLACES PROVIDED, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND WARRANTS THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS MADE.

  
Seller's Initials

  
Buyer's Initials

In the event the Close of Escrow does not occur due to Seller's material breach of Seller's obligations under this Agreement, Buyer shall have such legal and equitable remedies as may be available (including, without limitation, the right to specific performance).

14. **Costs and Expenses.** Seller and Buyer shall deposit or provide for with Escrow Holder sufficient funds to pay for their respective share of costs and expenses.

14.1 Seller will pay:

- (a) All costs associated with removing any debt or liens encumbering the Property;
- (b) All costs associated with Seller's attorneys' fees and brokers' fees; and
- (c) Seller's share of prorations.

14.2 Buyer will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes (if any);
- (c) All escrow and recording (if any) fees;
- (d) ALTA Extended Owner's Policy and any title endorsements, if any; and
- (e) Buyers share of prorations.

**15. Prorations; Closing Statements.**

15.1 Tax Exempt Agency. All parties hereto acknowledge that the Seller is public entity and exempt from payment of any real property taxes. There will be no proration of taxes through escrow. Buyer will be responsible for payment of any real property taxes due after Close of Escrow, if any (if being acknowledged that Buyer is a nonprofit corporation with a welfare exemption). In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from the sales proceeds paid by Buyer at the Close of Escrow. Buyer understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the Close of Escrow. Escrow Holder shall have no liability and/or responsibility in connection therewith.

15.2 Utility Deposits. Seller will notify all utility companies servicing the Leased Parcel of the sale of the Building Improvements to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Lease Parcel for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

15.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Building Improvements, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph 15.3 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

15.4. Closing Statements. Seller and Buyer shall each provide Escrow Holder with the information necessary to allow Escrow Holder to prepare a preliminary closing statement for the transaction ("**Preliminary Closing Statement**"), which shall show the net amount due to each party under this Agreement, including the balance of the Purchase Price payable by Buyer and the adjustments and prorations set forth herein. Once the Preliminary Closing Statement is signed by Seller and Buyer, then Escrow Holder, for purposes of closing Escrow, shall be entitled to rely upon the information set forth in the Preliminary Closing Statement. The Parties acknowledge that the Preliminary Closing Statement is a good faith estimate of the closing costs and may vary at the time of Closing.

16. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

16.1 **Funds.** Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment for the Building Improvements as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 14, 15 and 16; b) if funds are available, disburse the balance of the Purchase Price; and, (c) disburse any excess proceeds deposited by Buyer to Buyer.

16.2 **Recording.** Cause the Grant Deed, the Termination of Lease (Ground Lease) and the Termination of Lease (Revenue Lease) to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

16.3 **Title Policy.** Direct the Title Company to issue the Title Policy to Buyer.

16.4 **Delivery of Documents to Buyer and Seller.** Deliver one (1) original each of a fully executed General Assignment to Seller and Buyer, and deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

17. **Joint Representations and Warranties.** In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

17.1 Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations under and to consummate the transaction contemplated by this Agreement.

17.2 At Close of Escrow, all requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

17.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

17.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

17.5 At Closing, Seller shall convey the Building Improvements to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except for the Permitted Exceptions.

**18. Indemnification.**

18.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

18.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

**19. Hazardous Substances.**

19.1 Definitions. For the purpose of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review or testing of the Building Improvements and Equipment performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

19.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of any representations and warranties expressly made by Seller in this Article 19 or elsewhere in this Agreement, Buyer is acquiring the Building Improvements and every portion thereof "AS-IS, WHERE-IS, IN ITS CURRENT CONDITION and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made or does not make any representations or warranties with regard to the Building Improvements. Seller hereby represents and warrants as follows with regard to any reference in this Agreement, including this Article 19, that "Seller's Actual Knowledge" shall mean the current, personal knowledge, without duty to inquiry or independent investigation, of personnel within the County's Real Estate Division and with no constructive or imputed knowledge. Buyer acknowledges, however, that the aforementioned individuals are not personally liable for the matters within Seller's knowledge, but are merely the individuals whose knowledge is attributable to Seller. As of the date of this Agreement, to Seller's current actual knowledge:

(a) No Hazardous Substances have been used, released or stored on or within any portion of the area of the Building Improvements or the Leased Parcel by Seller, except

those substances which are or have been used or stored in the area of the Building Improvements by Seller in the normal course of business and in compliance with all applicable Environmental Laws;

(b) Seller has not been notified and is not aware of any federal, state, or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the Building Improvements or the Leased Parcel;

(c) Seller has not been notified and is not aware of any claims made by any third party relating to any Hazardous Substances on or within the Building Improvements or Leased Parcel.

(d) There are no claims, actions or material adverse items which affect the Building Improvements or Leased Parcel.

19.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains notice that the Building Improvements or Leased Parcel may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance on or within the Building Improvements.

19.4 Environmental Audit. Buyer may, at its sole cost and expense during the Due Diligence Period, perform an Environmental Audit, and may terminate this transaction if Buyer identifies environmental issues in its sole and subjective judgment would preclude the Buyer from continuing with this transaction, including without limitation the following:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business day's prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy of Buyer's work plan to Seller for Seller's reasonable approval;

(b) Any groundwater, soil or other samples taken from the Property, Building Improvements and/or Equipment areas will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Building Improvements to the condition in which it was found immediately prior to Buyer's Environmental Audit; and,

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entries into the Building Improvements prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Building Improvements free of mechanic's liens related to the activities of Buyer.

20. **Termination of Previous Lease Agreements.** The Ground Lease and the Revenue Lease will both be terminated at the Close of Escrow, as evidenced by a Termination of Ground Lease and Termination of Revenue Lease, each to be executed/notarized by the parties in recordable form and each to be recorded by the Title Company at Closing.

21. **Miscellaneous.**

21.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

21.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

21.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

21.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party. This Agreement is for the benefit of, and is binding on, the parties and their successors and permitted assigns.

21.5 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

21.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

21.7 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

21.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

21.9 No Brokers. SELLER and BUYER each represent and warrant to one another that such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER or BUYER is in fact represented in this sale, upon and only upon the Closing, SELLER shall pay a commission to SELLER's Broker and BUYER's Broker as may be set forth in a separate written agreement between SELLER and SELLER's Broker and/or BUYER's Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by SELLER. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including



attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by SELLER's Broker or any person other than BUYER's Broker (except as set forth above) arising from or by reason of SELLER's conduct with respect to this transaction. BUYER shall defend, indemnify and hold harmless SELLER from and against any and all Broker Claims claimed to be due by BUYER's Broker (except as set forth above) or any person other than SELLER's Broker arising from or by reason of BUYER's conduct with respect to this transaction. The provisions of this Section 21.9 shall survive Closing hereunder or earlier termination of this Agreement.

21.10 Survival. Buyer and Seller indemnification obligations expressly set forth in this Agreement and any other provisions of this Agreement which by its terms expressly survive the Close of Escrow or require performance by either party after the Close of Escrow shall survive the Close of Escrow and expire three (3) years thereafter. Except as provided above, upon completion of the Close of Escrow all other liabilities and obligations of Buyer and Seller hereunder shall terminate except to the extent they expressly survive the Closing under this Agreement.

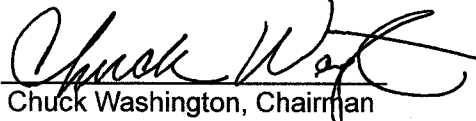
22. **Exhibits**. Each exhibit attached hereto and each Recital ("whereas" clause) is incorporated herein by this reference as if set forth in the text of this Agreement.

(SIGNATURES PROVISION ON NEXT PAGE)

THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and approved by the Board of Supervisors of the County of Riverside.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth below.

SELLER:  
COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

By:   
Chuck Washington, Chairman  
Board of Supervisors

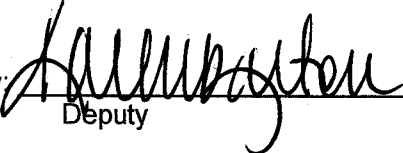
Date: FEB 27 2018

BUYER:  
DESERT AIDS PROJECT, a nonprofit public  
benefit corporation

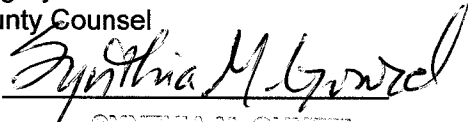

By:   
David Brinkman, Chief Executive Officer

Date: 2/21/18

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
  
Deputy County Counsel

CAO:ra/021418/270FM/19.512

## EXHIBIT "A-1"

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

In the City of Palm Springs, County of Riverside, State of California, that portion of the Northeast Quarter of the Northeast Quarter of Section 11, Township 4 South, Range 4 East, San Bernardino Base and Meridian, more particularly described as follows:

Commencing at the Northeast corner of said Section 11;

Thence South  $00^{\circ}21'49''$  West along the Easterly line of said Northeast Quarter of Section 11, a distance of 620.69 feet to a point of intersection with a line parallel with and 168.00 feet Northerly of the Northerly line of that certain Parcel of land conveyed to Travis T. Rogers by deed recorded October 8, 1938 in Book 390, Page 595 of Official Records;

Thence North  $89^{\circ}44'50''$  West along said parallel line, a distance of 50.00 feet to the Westerly right of way line of Sunrise Way and the True Point of Beginning;

Thence continuing North  $89^{\circ}44'50''$  West along said parallel line, a distance of 295.00 feet;

Thence North  $00^{\circ}21'49''$  East and parallel with said Easterly line of the Northeast Quarter, a distance of 571.12 feet to the Southerly right of way line of Vista Chino Road;

Thence South  $89^{\circ}40'34''$  East, a distance of 274.99 feet to the beginning of a tangent curve, concave Southwesterly and having a radius of 20.00 feet;

Thence Southeasterly along the arc of said curve through a central angle of  $90^{\circ}02'23''$  an arc distance of 31.43 feet to a point on said Westerly right of way line of Sunrise Way;

Thence South  $00^{\circ}21'49''$  West along said Westerly right of way line, a distance of 550.74 feet to the True Point of Beginning.

Said legal description is shown on Parcel 1 on that certain approved Lot Line Adjustment No. 01-01 as evidenced by document recorded April 20, 2001 as Instrument No. 2001-168548 Records of said County.

Except therefrom all oil, gas, minerals, other hydrocarbon substances and underground water lying below a depth of 500 feet, but with no right of surface entry, as provided in deeds of record.

Except therefrom all oil, gas, minerals and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in deed recorded April 26, 1964 as Instrument No. 052476 of Official Records.

*Assessor's Parcel No: 507-100-042*

Exhibit "A-2"



**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

LEASE PARCEL PORTION OF APN 507-100-042 (FORMERLY KNOWN AS APN 507-100-040)

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT 01-01 APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED AS INSTRUMENT NO. 2001-168548, APRIL 20, 2001, O.R., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 89°40'34" WEST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO BEING THE CENTERLINE OF VISTA CHINO ROAD, A DISTANCE OF 345.00 FEET;

THENCE SOUTH 00°21'49" WEST AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 OF LLA 01-01, ALSO BEING THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP IN THE CITY OF PALM SPRINGS AS SHOWN ON PARCEL MAP ON FILE IN BOOK 17 AT PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS;

THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 325.69 FEET TO THE TRUE POINT OF BEGINNING;

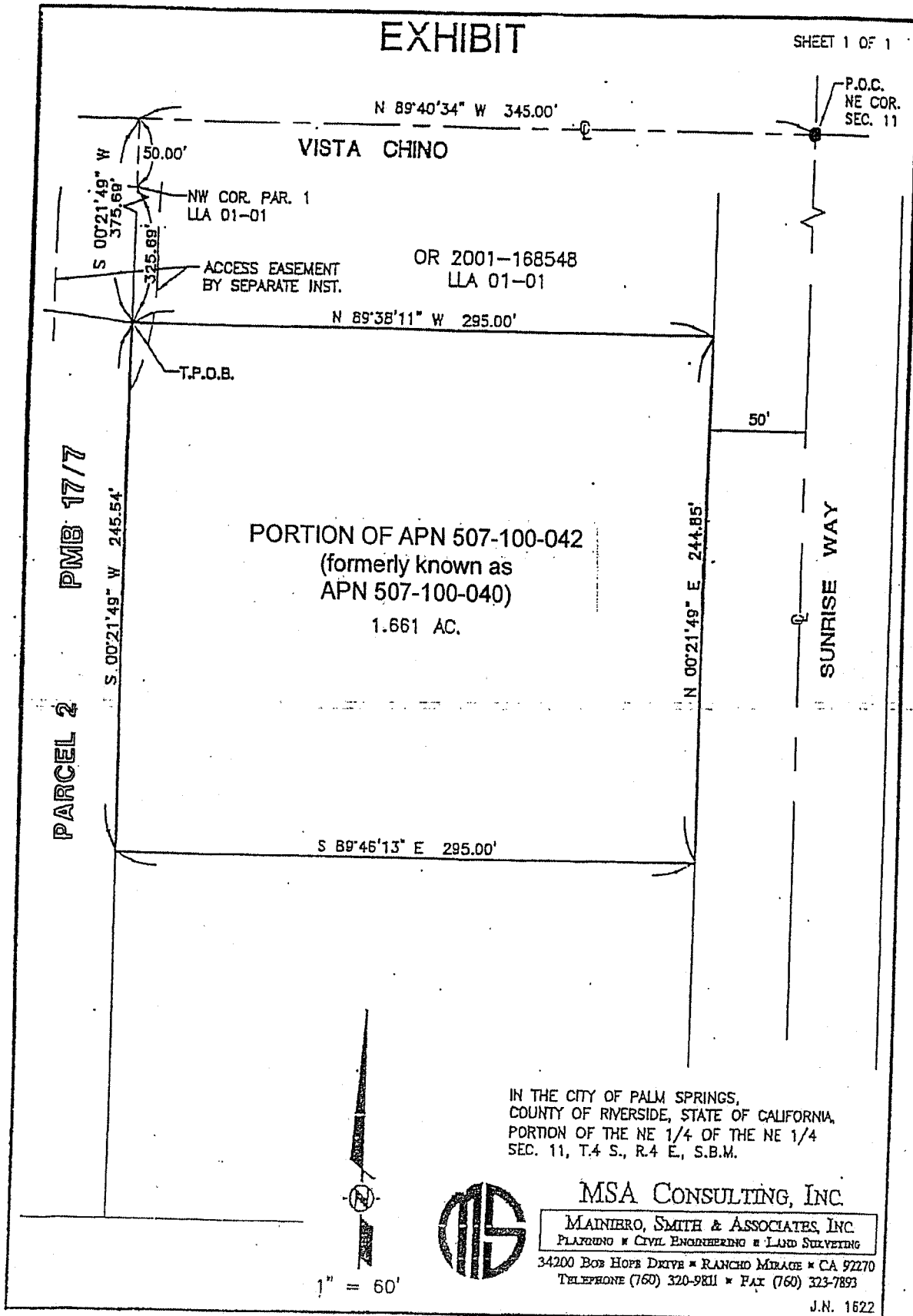
THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 254.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°46'13" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUNRISE WAY;

THENCE NORTH 00°21'49" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.85 FEET;

# EXHIBIT

SHEET 1 OF 1



PORTION OF APN 507-100-042  
(formerly known as  
APN 507-100-040)  
1.661 AC.

PARCEL 2 PMB 17/7

1" = 60'



IN THE CITY OF PALM SPRINGS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
PORTION OF THE NE 1/4 OF THE NE 1/4  
SEC. 11, T.4 S., R.4 E., S.B.M.

MSA CONSULTING, INC.

MAINIERO, SMITH & ASSOCIATES, INC.  
PLANNING \* CIVIL ENGINEERING \* LAND SURVEYING  
34200 BOB HOPE DRIVE \* RANCHO MIRAGE \* CA 92270  
TELEPHONE (760) 320-9811 \* FAX (760) 323-7893

J.N. 1622

**Exhibit C**  
**Form of Grant Deed**

Recorded at request of and return to:  
Desert AIDS Project  
1695 N. Sunrise Blvd  
Palm Springs, CA 92262

With a copy to:  
County of Riverside,  
Economic Development Agency  
Real Estate Division  
3403 Tenth Street, Suite 400  
Riverside, CA 92501

**FREE RECORDING**  
This instrument is for the benefit of the County of  
Riverside and is entitled to be recorded without fee.  
(Govt. Code 6103)

Property Address: 1515 N. Sunrise Way, Palm  
Springs CA 92262

APN: Portion of 507-100-042

(Space above this line reserved for Recorder's use)

Property: Desert AIDS Project  
Palm Spring Medical Health Clinic Building

## GRANT DEED

For good and valuable consideration, the receipt and adequacy of which are acknowledged,

**COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Grantor,**

does hereby grant to **DESERT AIDS PROJECT, a nonprofit public benefit corporation, as Grantee,** all right, title, and interest Grantor has in the real property, buildings and improvements thereon, located in the City of Palm Springs, Riverside County, California, described in Exhibit "A" and incorporated herein by reference.

**GRANTOR:**  
COUNTY OF RIVERSIDE  
a political subdivision of the State of California

By: \_\_\_\_\_  
Chuck Washington, Chairman  
Board of Supervisors

**ATTEST:**  
Kecia Harper  
Clerk of the Board

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LEASE PARCEL PORTION OF APN 507-100-042 (FORMERLY KNOWN AS APN 507-100-040)

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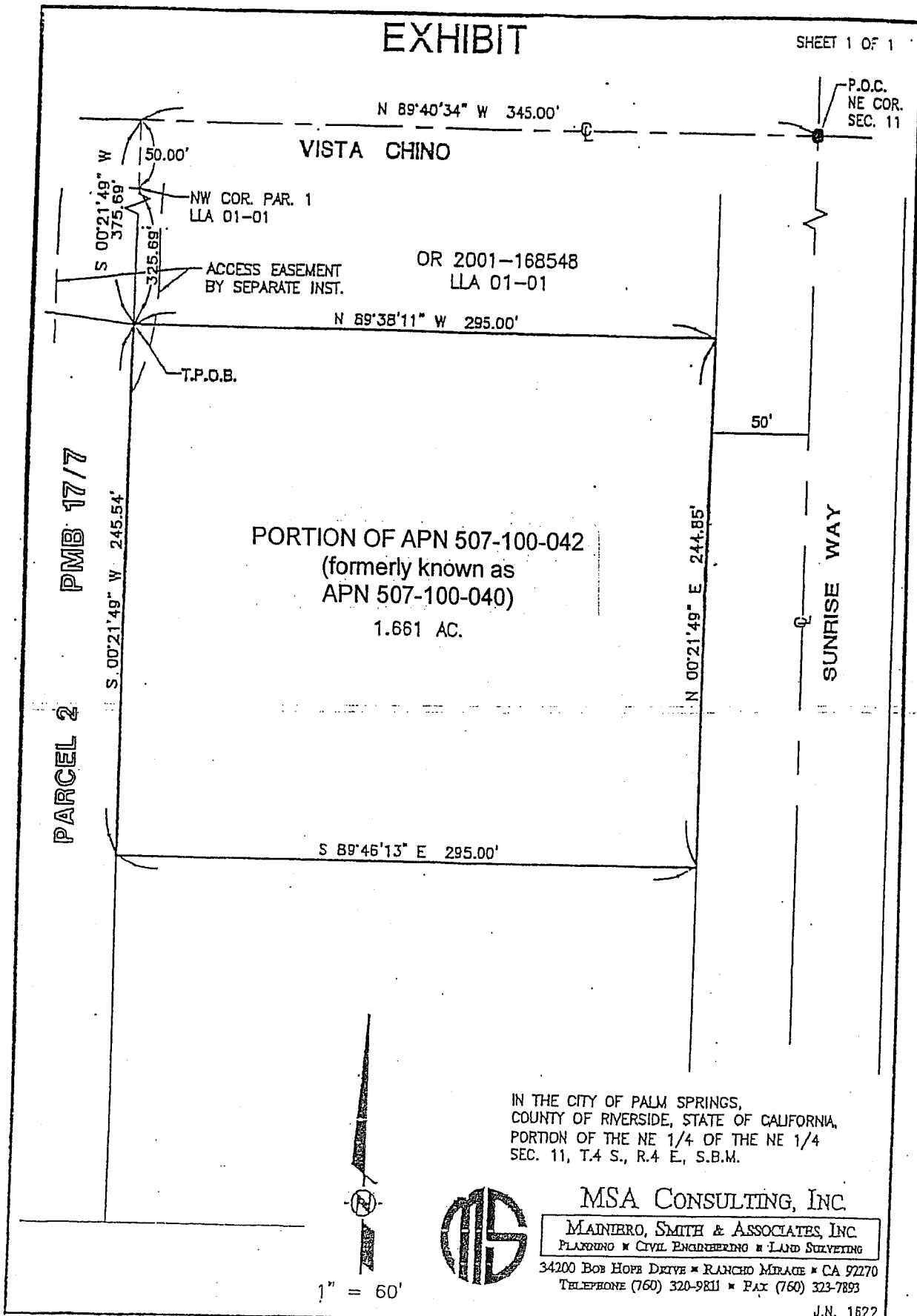
THENCE SOUTH 89°46'13" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUNRISE WAY;

THENCE NORTH 00°21'49" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.85 FEET;



# EXHIBIT

SHEET 1 OF 1



1" = 60'



IN THE CITY OF PALM SPRINGS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
PORTION OF THE NE 1/4 OF THE NE 1/4  
SEC. 11, T.4 S., R.4 E., S.B.M.

**MSA CONSULTING, INC.**  
MAINIERO, SMITH & ASSOCIATES, INC.  
PLANNING \* CIVIL ENGINEERING \* LAND SURVEYING  
34200 BOB HOPE DRIVE \* RANCHO MIRAGE \* CA 92270  
TELEPHONE (760) 320-9811 \* FAX (760) 323-7893

J.N. 1622

## LEASE AGREEMENT

County of Riverside and  
Desert AIDS Project, a nonprofit public benefit corporation  
County of Riverside, California

This Lease Agreement ("Lease") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between **Desert AIDS Project**, a nonprofit public benefit corporation, ("Lessor" or "DAP") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("Lessee" or "County"), DAP and County are sometimes collectively referred to as "Parties."

### RECITALS

A. Lessor is the owner of that certain improved real property located on the southwest corner of Sunrise Way and Vista Chino in the City of Palm Springs and consisting of 3.9 acres more or less (APN 507-100-042), which property is particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("DAP Property").

B. County constructed, and prior to the Effective Date of this Lease owned, an approximately 22,000 square foot medical health clinic building ("Clinic Building") on the southern 1.661± acres of the DAP Property described in Exhibit "B," pursuant to a ground lease between DAP and the County. Pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated \_\_\_\_\_, 2018 ("Purchase Agreement"), County has sold and deeded the Clinic Building and associated improvements and appurtenances to DAP and the ground lease has accordingly been terminated. However, County and DAP have agreed that County will continue its occupancy of the Clinic Building, specifically up to 16,574 square feet of space within the Clinic Building plus shared use with DAP of additional common area ("County-Occupied Space"), for the term, rent and a upon the other terms and conditions set forth below in this Lease, and DAP will occupy the remaining space ("DAP-Occupied Space"). The Effective Date of this Lease is the same date as the close of escrow under the Purchase Agreement.

NOW THEREFORE, In consideration of mutual covenants and other good and valuable consideration, the parties do hereby agree as follows:

### AGREEMENT

1. **Description.** As of the Effective Date, DAP is the owner of the Clinic Building and the land on which the Clinic Building is situated (collectively, the "Clinic Property"), as well as the rest of the DAP Property. DAP hereby leases to County, and County leases from DAP, subject to all of the terms and conditions set forth in this Lease, the County-Occupied Space defined above and as further identified in Sections 2.1 and 2.2 below and as depicted on attached Exhibit "C," which is incorporated herein by this reference (the "Premises"), together with a non-exclusive right in common with DAP to use the common area of the Clinic Property, including without limitation, restrooms, conference rooms, and break room.

#### 2. **BASIC LEASE PROVISIONS**

- 2.1 Office Square Footage: 16,574 square feet (\$1.00 psf)
- 2.2 Shared Square Footage (Common Areas): 1,535 square feet (\$0.50 psf)
- 2.3 Monthly Rent: \$17,342

- and
- 2.4 Term: 3 years, subject to Sections 17 and 37 below
  - 2.5 Commencement Date of Term: Upon Close of Escrow for the Purchase Sale of the Clinic Building pursuant to the Purchase Agreement (i.e., the Effective Date of this Lease).
  - 2.6 Permitted Use: Health Clinic/General Office/Administrative Services. County shall be given access to the Premises and common areas 24 hours per day, 7 days per week, 365 days per year during the Lease term.

It is the intent of both parties that the monthly rent to be paid by County to DAP will cover all of DAP's operating expenses of the Clinic Building that are attributable to the space and common area that is occupied or otherwise used by the County, including, without limitation, utilities, repair/maintenance/replacement of the Clinic Building HVAC, mechanical, electrical and plumbing systems and components, custodial, landscaping, building security alarm service, building fire alarm service, and insurance ("**Operating Expenses**"); the security guard service for the leased premises will be paid by the County. Quarterly during the Lease term, if the rent does not cover the Operating Expenses, DAP shall notify the County in writing (with back-up/expense documentation included), and the County shall pay the amount of the shortfall to DAP within 60 days after County's receipt of such notice. For purposes of clarification, Operating Expenses do not include capital improvement expenses.

**3. Term.** This Lease shall be for a period of three (3) years, subject to possible earlier termination under Sections 17 and 37 below. The Effective Date of this Lease/commencement date of the term shall be the Closing Date under the Purchase Agreement. The Parties shall prepare and execute a Commencement Date Confirmation Form upon the Closing Date or authorize the escrow officer who is administering the closing under the Purchase Agreement to insert the Closing Date in the first line of the first paragraph of this Lease.

**4. Parking.** During the term of the Lease, parking for clinic staff and patients to be provided in the shared parking lot as per attached Exhibit "D" attached hereto and incorporated herein.

**5. Rent.**

5.1 Lessee agrees to pay to Lessor Seventeen Thousand Three Hundred Forty Two Dollars (\$17,342) as the monthly rental rate. The rent is payable on or before the first day of each and every calendar month during the term. The first and last month's rent shall be prorated if the Commencement Date is other than the first or last day of the calendar month. All monthly rental and additional monies owing by Lessee to Lessor pursuant to this Lease shall be considered to be "Rent."

5.2 If any governmental entity charges DAP a rent-related tax, Lessee shall reimburse DAP for any tax applicable to this Lease transaction or applicable to Lessee, whether measured by Premises occupied, or any measure for which DAP is taxed as a result of Lessee's occupancy. The following statement is included pursuant to California Revenue and Taxation Code Section 107.6: Lessee's property interest under this Lease may be subject to property taxation, and Lessee may be subject to the payment of property taxes levied on its possessory interest. DAP is a non-profit organization and DAP has advised County that, as the owner of the underlying real property, DAP receives a welfare exemption.

5.3 Lessee acknowledges that late payment of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain.

These costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any superior leases and mortgages. Accordingly, if any installment of Rent or payment of additional rent due from Lessee is not received by Lessor within ten (10) days after the amount is due, Lessee shall pay to Lessor a late charge equal to five percent (5%) of the overdue amount. Acceptance of late charges by Lessor shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder or at law or in equity.

## **6. USE.**

6.1 The Premises shall only be used for the purposes identified in Section 2.6, and for no other purpose without the Lessor's prior written consent, which may be withheld in Lessor's discretion.

6.2 Lessee shall, at Lessee's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term regulating the use by Lessee of the Premises.

6.3 Lessee shall not do or permit anything to be done which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Clinic Property and/or property located therein. Lessee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with rights of other tenants or occupants (including, without limitation, DAP) of the Clinic Property, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Premises. This prohibition includes, but is not limited to, loud music, other loud noises, burning incense or other offensive or objectionable odors.

## **7. On-Site Improvements by Lessee.**

(a) Any alterations, improvements or installation of fixtures to be undertaken by Lessee shall have the prior written consent of Lessor (which shall not be unreasonably withheld, conditioned or delayed) after Lessee has submitted proposed plans for such alterations, improvements or fixtures to Lessor in writing.

(b) All alterations and improvements to be made, and fixtures installed, or caused to be made and installed, by Lessee that are affixed to the Premises shall become the property of Lessor with the exception of trade fixtures as such term is used in section 1019 of the California Civil Code. At or prior to the expiration of this Lease term, Lessee shall, at Lessor's election, remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, Lessee shall restore the Premises to their original shape and condition as nearly as practicable, ordinary wear and tear (and casualty) excepted. In the event such trade fixtures are not removed, Lessor may, at its election, either: (1) remove and store such fixtures and restore the Premises at Lessee's expense, and in such event, Lessee shall within thirty (30) days after billing and accounting therefor reimburse Lessor for the costs so incurred, or (2) take and hold such fixtures as its sole property.

**8. County-Owned Equipment and Furnishings in DAP-Occupied Space.** Currently, the DAP-Occupied Space contains certain County-owned equipment and furnishings as set

forth in Exhibit "E," attached hereto and by this reference made a part of this Lease. Said equipment and furnishings shall remain within the DAP-Occupied Space but shall remain the property of the County. DAP, at its expense, shall be responsible for maintaining said equipment and furnishings in good working condition and repair, ordinary wear and tear (and casualty) excepted; provided, however, in the event any said equipment or furnishing is reasonably deemed by County to be beyond economical repair, it shall be replaced by DAP, at its expense, and any such equipment and furnishings purchased for replacement by DAP shall become DAP's property. County equipment and furnishings deemed beyond economical repair shall be returned to County for disposition.

**9. Utilities.**

- (a) DAP shall provide and pay for all utilities.
- (b) County shall provide and pay for telephone services, computer equipment and computer related services in the County's assigned areas.

**10. Maintenance.**

- (a) DAP shall be responsible for all maintenance and repair of the Premises.
- (b) Without limiting the foregoing, DAP shall be responsible for providing routine monitoring, maintenance and repair (and replacement where necessary) of the fire alarm system, fire extinguishers, fire sprinkler system, all capital improvements to the facility, and all plumbing, electrical, mechanical and HVAC systems and equipment which service the Premises and common areas.
- (c) DAP shall maintain the mechanical room and other major equipment connected to the Premises.
- (d) In the event any damage or injury to the Premises is caused by the negligent acts of Lessee, its officers, employees, clients, agents, guests, invitees, subcontractors or independent contractors, any repairs made, or caused to be made by Lessor as may be necessary to restore the Premises as a result of such damage or injury shall be paid forthwith by Lessee to Lessor upon a billing and accounting thereof, in writing, by Lessor to Lessee.

**11. Custodial Services.** DAP shall provide, or cause to be provided, and pay for all custodial services in connection with the Premises.

**12. Inspection of Premises.** Lessor, through its duly authorized agents and upon at least three (3) business days' notice to Lessee (except in emergencies), shall have the right to enter the Premises for the purpose of inspecting, monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Lease.

**13. Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the use of the Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

**14. Compliance with Government Regulations.** Subject to Lessor's maintenance and repair obligations under Section 10 above, Lessee shall, at Lessee's sole cost and expense,

comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to Lessee's specific use of the leased Premises. Any final judgment, decree or order of any court of competent jurisdiction, or the admission of Lessee in any action or proceedings against Lessee that Lessee has violated any such statutes, regulations, rules, ordinances or orders in the use of the Premises, shall be conclusive of that fact as between Lessor and Lessee.

**15. Nondiscrimination.** Lessee herein covenants by and for itself, its assigns, and all persons claiming under or through them, that this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in section 12955 of the Government Code, and also defined in sections 12926 and 12926.1 in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased, nor shall the Lessee itself, or any persons claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Lessees, lessees, sublessees, subleases or vendees in the Premises herein conveyed. The foregoing covenants shall run with the land.

**16. Default.**

(a) Subject to the notice and cure provisions in subparagraph (b) below, Lessee shall be in default ("Default") if the Premises is used for any purpose other than that authorized in the Lease, fails to maintain the Clinic Building in the manner provided for in this Lease, fails to pay any installment of Rent or other sum when due as provided for in the Lease, fails to comply with or perform any other covenant, condition, provision or restriction provided for in the Lease, abandons the Premises (unless Lessee continues to pay Rent and perform all other obligations under this Lease), allows the Premises to be attached, levied upon, or seized under legal process; or, if the Lessee files or commits an act of bankruptcy, has a receiver or liquidator appointed to take possession of the Premises, or commits or permits waste on the Premises (collectively referred to as a "Default"), then the Lessee shall be deemed in default under the terms of the Lease.

(b) In case of Default, Lessor shall provide a thirty (30) day written notice to Lessee to remedy any and all defaults. Upon the failure of Lessee to promptly remedy such Default, Lessor shall have the right to terminate this Lease and retake possession of the Premises together with all additions, alterations, and improvements thereto. Lessor shall also retain all rights to seek any and all remedies at law or in equity.

**17. Termination.**

17.1. In addition to and notwithstanding the provisions of Default, Lessor shall have the right to immediately terminate this Lease for the following:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Lessee as debtors.

(b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the Premises by Lessee (unless Lessee continues to pay rent and comply with all other terms and provisions of this Lease).

17.2 County shall have the right to terminate this Lease upon delivering a ninety (90) day written notice to Lessor. Upon the expiration or earlier termination of this Lease, County shall vacate the Premises in good order, condition and repair and remove all of Lessee's personal property from the Premises prior to the date of termination.

**18. Insurance.** County will insure for its own leased premises. County's program of self-insurance shall satisfy its own insurance requirements.

**19. Subordination of Lease.** Provided that Lessor obtains a non-disturbance agreement from Lessor's lender that is reasonably satisfactory to Lessee, Lessee agrees, that upon written request of Lessor, Lessee will subordinate this Lease to such lender's mortgage or deed of trust.

**20. Indemnification.** Each party ("Indemnifying Party") shall indemnify and hold harmless the other party, and its directors, officers, employees, agents and representatives ("Indemnified Parties") from any liability, claims, actions, damages, costs and expenses that are incurred by or asserted against any Indemnified Party arising from the Indemnifying Party's use or occupancy of the Building, or negligence, or breach of this Lease, and including, but not limited to, property damage, bodily damage, bodily injury, or death, arising out of, from or in any way relating to Lessee's occupancy or use of the Premises or any breach of Lessee's obligations under this Lease. The Indemnifying Party shall defend at its sole cost and expense, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.

**21. Toxic Materials.** During the term of the Lease and any extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises, including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances," "hazardous materials" or "toxic substances") in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117 of the California Health and Safety Code or as "Hazardous Substances" in section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

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

**23. Employees and Agents of Lessee.** It is understood and agreed that all persons hired or engaged by Lessee shall be considered to be employees or agents only of Lessee and not of Lessor.

**24. Binding of Successors.** Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all the parties thereto shall be jointly and severally liable hereunder.

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

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

**27. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Lessor and Lessee agree that this Agreement has been entered into at Riverside, California, and that any legal action related to the interpretation or performance of the Agreement shall be filed in the Superior Court for the State of California in Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

**28. Notices.** Any notice shall be addressed to the respective parties as set forth below:

Lessee:  
Real Estate Division  
Economic Development Agency  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501  
(951) 955-4820  
Attn: Vince Yzaguirre

Lessor:  
Desert AIDS Project  
1695 N. Sunrise Way  
Palm Springs, CA 92262  
(760) 323-2118  
Attn: David Brinkman

or to such other addresses as from time to time shall be designated by the respective parties.

**29. Amendments.** This Lease shall not be modified unless mutually agreed upon in writing by the County and the Lessee and shall be incorporated in executed amendments to this Lease.

**30. No Third Party Beneficiaries.** This Lease is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Lease.

**31. Permits, Licenses and Taxes.** Lessee shall secure and maintain, at its expense, all necessary permits and licenses as it may be required to obtain and/or hold, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity.

**32. County's Representative.** County hereby appoints the Assistant County Executive Officer of the Economic Development Agency, or designee, as its authorized representatives to administer this Lease.



**33. Agent for Service of Process.** It is expressly understood and agreed that in the event Lessor is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessor shall file with the Assistant County Executive Officer of the Economic Development Agency, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of services of process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then, in such event, Lessor may be personally served with such process out of the State and that such service shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

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

**35. Authority to Execute.** The persons executing this Lease on behalf of the parties to this Lease hereby warrant and represent that they have the authority to execute this Lease and warrant and represent that they have the authority to bind the respective parties to this Lease and to the performance of its obligations hereunder.

**36. Approval.** Anything to the contrary notwithstanding, this Lease shall not be binding or effective until its approval and execution by the Board of Supervisors for the County of Riverside.

**37. Relinquishment of Portion of Health Care Systems Space.** It is contemplated that, within six (6) months after the Effective Date of this Lease, the County will endeavor to vacate the approximate eastern one-half portion of the space that is depicted in Exhibit "C" as "Health Care Systems" and relinquish said half portion to DAP. In such event, the County's monthly rent will be reduced by an amount equal to \$1.00 times the square footage of the vacated space. It is understood and acknowledged by DAP that the relinquishment of said portion of the Health Care Systems space shall be subject to the terms and provisions of a Lease Amendment that must be agreed upon and executed by the County and DAP and approved by the Board of Supervisors.

SIGNATURE PROVISIONS ON FOLLOWING PAGE

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease Agreement on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

LESSEE:  
County of Riverside, a Political  
subdivision of the State of California

LESSOR:  
Desert AIDS Project, a nonprofit public  
benefit corporation

By: \_\_\_\_\_  
Chuck Washington, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
David Brinkman  
Executive Director

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

## EXHIBIT "A"

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

In the City of Palm Springs, County of Riverside, State of California, that portion of the Northeast Quarter of the Northeast Quarter of Section 11, Township 4 South, Range 4 East, San Bernardino Base and Meridian, more particularly described as follows:

Commencing at the Northeast corner of said Section 11;

Thence South  $00^{\circ}21'49''$  West along the Easterly line of said Northeast Quarter of Section 11, a distance of 620.69 feet to a point of intersection with a line parallel with and 168.00 feet Northerly of the Northerly line of that certain Parcel of land conveyed to Travis T. Rogers by deed recorded October 8, 1938 in Book 390, Page 595 of Official Records;

Thence North  $89^{\circ}44'50''$  West along said parallel line, a distance of 50.00 feet to the Westerly right of way line of Sunrise Way and the True Point of Beginning;

Thence continuing North  $89^{\circ}44'50''$  West along said parallel line, a distance of 295.00 feet;

Thence North  $00^{\circ}21'49''$  East and parallel with said Easterly line of the Northeast Quarter, a distance of 571.12 feet to the Southerly right of way line of Vista Chino Road;

Thence South  $89^{\circ}40'34''$  East, a distance of 274.99 feet to the beginning of a tangent curve, concave Southwesterly and having a radius of 20.00 feet;

Thence Southeasterly along the arc of said curve through a central angle of  $90^{\circ}02'23''$  an arc distance of 31.43 feet to a point on said Westerly right of way line of Sunrise Way;

Thence South  $00^{\circ}21'49''$  West along said Westerly right of way line, a distance of 550.74 feet to the True Point of Beginning.

Said legal description is shown on Parcel 1 on that certain approved Lot Line Adjustment No. 01-01 as evidenced by document recorded April 20, 2001 as Instrument No. 2001-168548 Records of said County.

Except therefrom all oil, gas, minerals, other hydrocarbon substances and underground water lying below a depth of 500 feet, but with no right of surface entry, as provided in deeds of record.

Except therefrom all oil, gas, minerals and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in deed recorded April 26, 1964 as Instrument No. 052476 of Official Records.

*Assessor's Parcel No: 507-100-042*

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

LEASE PARCEL PORTION OF APN 507-100-042 (FORMERLY KNOWN AS APN 507-100-040)

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT 01-01 APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED AS INSTRUMENT NO. 2001-168548, APRIL 20, 2001, O.R., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 89°40'34" WEST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO BEING THE CENTERLINE OF VISTA CHINO ROAD, A DISTANCE OF 345.00 FEET;

THENCE SOUTH 00°21'49" WEST AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 OF LLA 01-01, ALSO BEING THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP IN THE CITY OF PALM SPRINGS AS SHOWN ON PARCEL MAP ON FILE IN BOOK 17 AT PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS;

THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 325.69 FEET TO THE TRUE POINT OF BEGINNING;

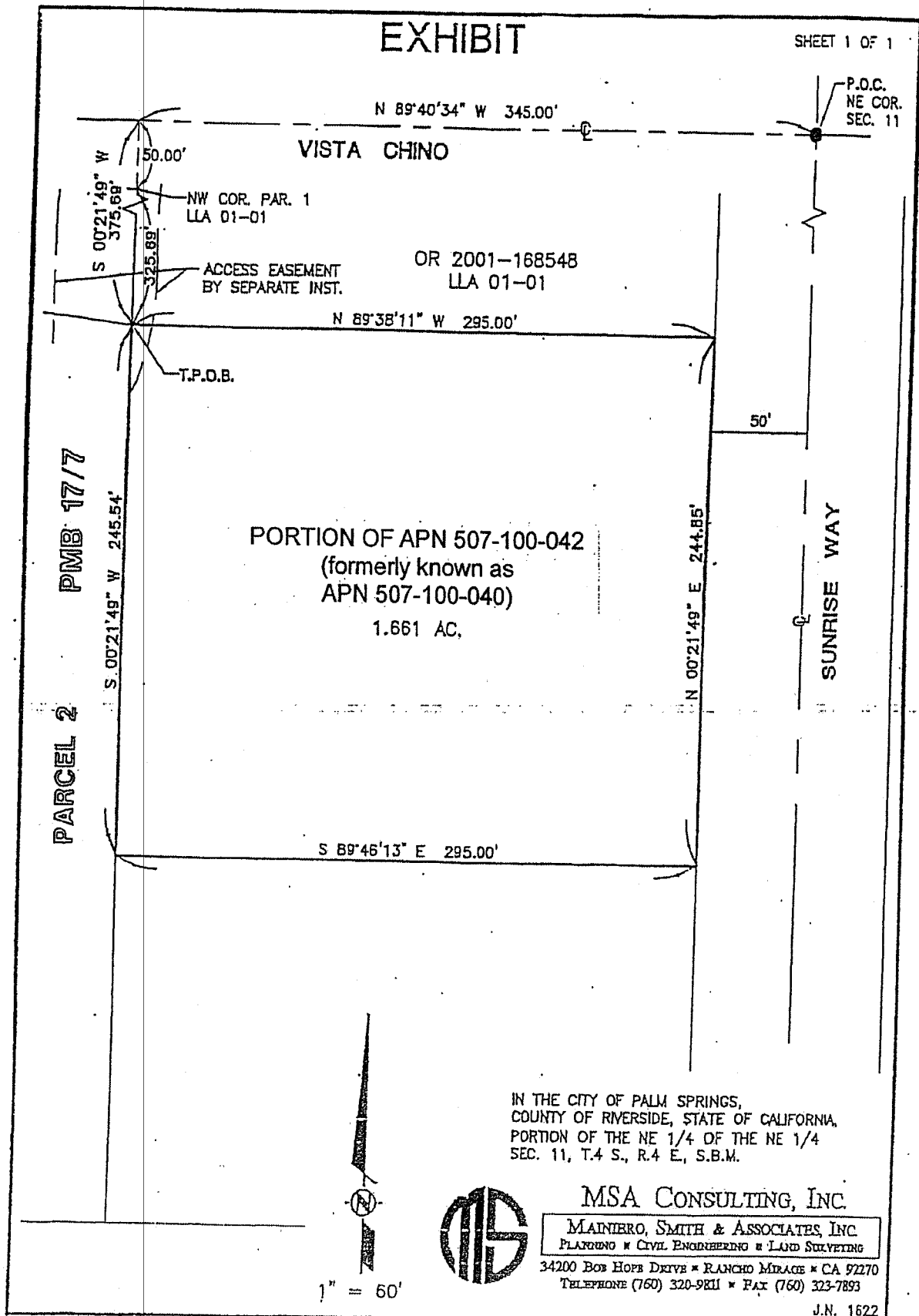
THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 254.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°46'13" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUNRISE WAY;

THENCE NORTH 00°21'49" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.85 FEET;

# EXHIBIT

SHEET 1 OF 1



PORTION OF APN 507-100-042  
(formerly known as  
APN 507-100-040)  
1.661 AC.

PARCEL 2 PMB 17/7

1" = 60'

IN THE CITY OF PALM SPRINGS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
PORTION OF THE NE 1/4 OF THE NE 1/4  
SEC. 11, T.4 S., R.4 E., S.B.M.

MSA CONSULTING, INC.

MAINIERO, SMITH & ASSOCIATES, INC.  
PLANNING \* CIVIL ENGINEERING \* LAND SURVEYING

34200 BOY HOPE DRIVE \* RANCHO MIRAGE \* CA 92270  
TELEPHONE (760) 320-9811 \* FAX (760) 323-7893

J.N. 1622

**Exhibit "C"**

SPACE MANAGEMENT LEGEND	
DEPARTMENT	SQ. FT.
Common Core	3,968
Public Health	3,415
Health Care Systems	9,191
Desert Aids Project	3,950
Desert Aids Common Core	1,535
<b>TOTAL</b>	<b>22,059</b>

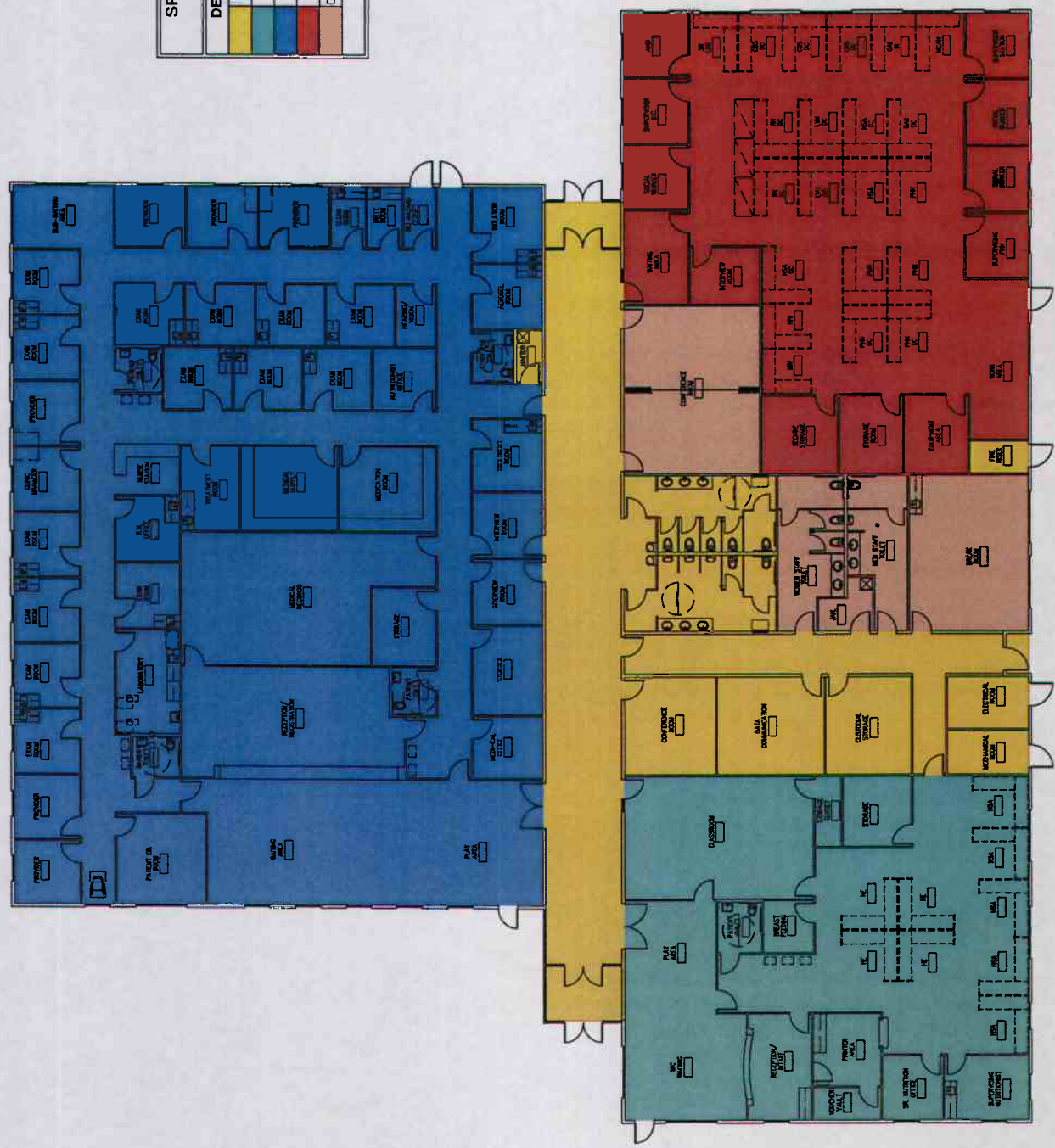
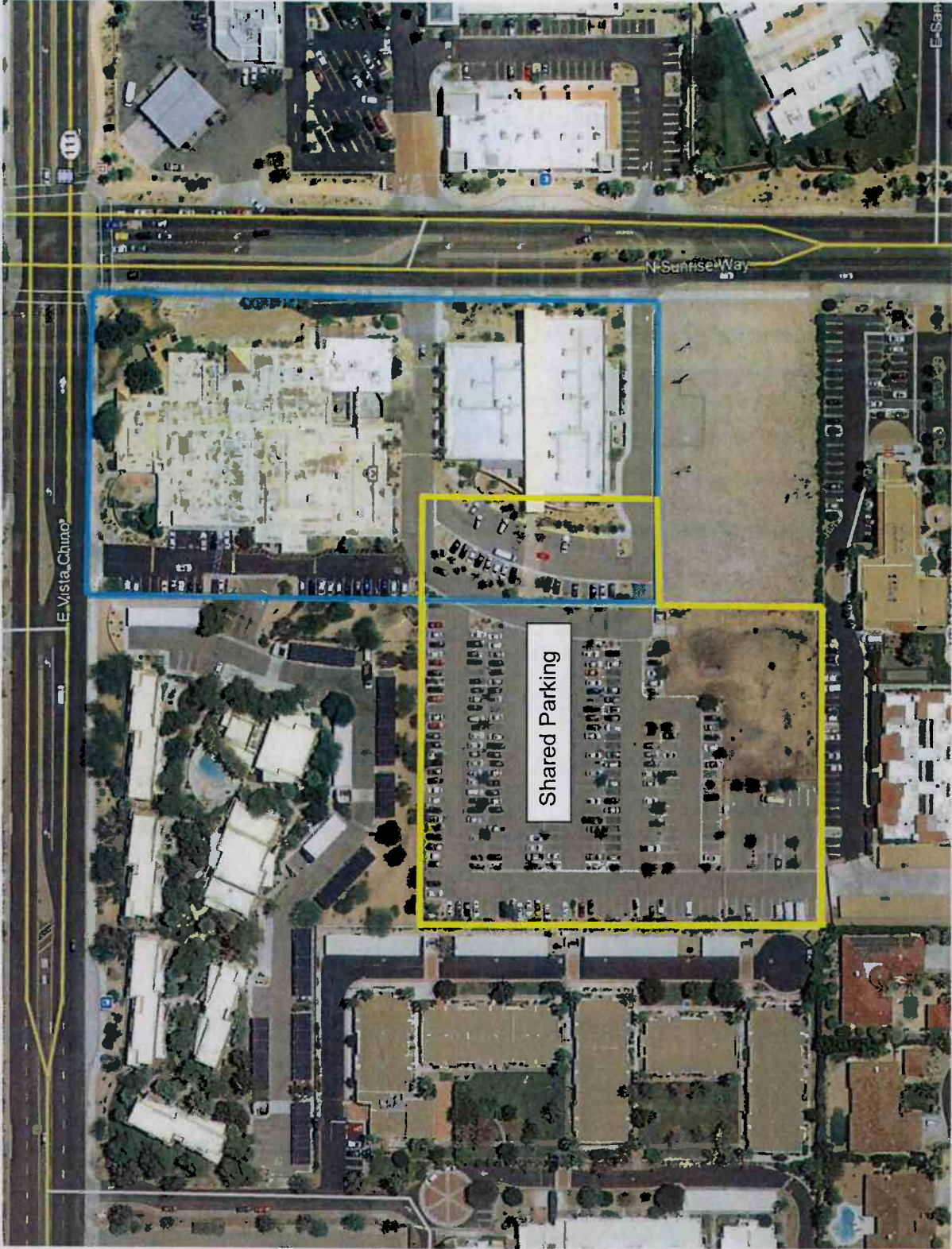


Exhibit "D"



# Exhibit E

Palm Springs Community Health Agency Furniture Inventory  
 1515 N Sunrise Way, Suite 100, Palm Springs

Location:	Waiting Room	Offices (8)	Cubicles (21)	IT Room	Storage Room	Interview Room	Work Area/ Open Space
Work Station		7	21				
Small Conference Table						1	
Desk		1					
Desk Chair *		7	14				
Visitor Chair	6	12				5	
Side Table	1						
File 6 Drawer							2
File 5 Drawer		1					10
File 4 Drawer		6					1
File 3 Drawer			21				
File Skinny 5 Drawer							1
Book Case		2					
Pictures	3						
Floor to Ceiling Shelves					2		
Floor to Ceiling Cabinets					3		
Vertical Tray		28	42				
Horizontal Tray		32	84				

\* Not all offices and cubicles have desk chairs



Recorded at request of and return to:  
Desert AIDS Project  
1695 N. Sunrise Blvd  
Palm Springs, CA 92262

With a copy to:

County of Riverside,  
Economic Development Agency  
Real Estate Division  
3403 Tenth Street, Suite 400  
Riverside, CA 92501

**FREE RECORDING**

This instrument is for the benefit of the County of Riverside and is entitled to be recorded without fee.  
(Govt. Code 6103)

Property Address: 1515 N. Sunrise Way, Palm Springs CA 92262

APN: Portion of 507-100-042

(Space above this line reserved for Recorder's use)

**LEASE TERMINATION AGREEMENT**  
**(Ground Lease)**

THIS LEASE TERMINATION AGREEMENT (**■Agreement■**) is executed effective as of the Closing Date defined below, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**County**"), and DESERT AIDS PROJECT, a nonprofit public benefit corporation ("**DAP**").

**RECITALS**

**A.** County (as the lessee) and DAP (as the lessor) entered into that certain Lease Agreement dated May 2, 2007, which is incorporated herein by this reference (**■Lease■**), for County's ground lease of approximately 1.661± acres of DAP's land for purposes of County constructing and operating a Medical Health Clinic Building located at 1515 N. Sunrise Way, Palm Springs CA 92262 (**■Building■**). The leased premises is described with more particularity in **Exhibit A** attached hereto and incorporated herein by this reference.

**B.** County (as the seller) and DAP (as the buyer) entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of [REDACTED], 2018, which is incorporated herein by this reference ("**Purchase and Sale Agreement**"), pursuant to which County agreed, among other things, to sell the Building to DAP, and DAP agreed to purchase the Building from County. Accordingly, the parties have agreed to terminate the Lease, effective as of the date of the close of escrow under the Purchase and Sale Agreement ("**Closing Date**").

NOW, THEREFORE, in consideration of the mutual covenants and obligations in this

Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Termination of Lease.** The Lease is hereby terminated, effective as of the Closing Date.

**2. Miscellaneous.**

2.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

2.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

2.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

2.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party. This Agreement is for the benefit of, and is binding on, the parties and their successors and permitted assigns.

2.5 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

2.6 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

(SIGNATURES PROVISION ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement as of the date and year set forth below.

\_\_\_\_\_  
COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

\_\_\_\_\_  
DESERT AIDS PROJECT, a nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Chuck Washington  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
David Brinkman, Chief Executive  
Officer

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

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

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

2/12/18

*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

County of Riverside

On \_\_\_\_\_, 2018, 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.

\_\_\_\_\_  
Notary Public (Seal)

*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

County of Riverside

On \_\_\_\_\_, 2018, 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.

\_\_\_\_\_  
Notary Public (Seal)

**EXHIBIT A**

**Legal Description of Leased Premises**

*[Attached]*

***[ATTACH LEGAL DESCRIPTION PRIOR TO RECORDING]***

Recorded at request of and return to:  
Desert AIDS Project  
1695 N. Sunrise Blvd  
Palm Springs, CA 92262

With a copy to:

County of Riverside,  
Economic Development Agency  
Real Estate Division  
3403 Tenth Street, Suite 400  
Riverside, CA 92501

**FREE RECORDING**

This instrument is for the benefit of the County of Riverside and is entitled to be recorded without fee.  
(Govt. Code 6103)

Property Address: 1515 N. Sunrise Way, Palm Springs CA 92262

APN: Portion of 507-100-042

(Space above this line reserved for Recorder's use)

**LEASE TERMINATION AGREEMENT**  
**(Revenue Lease)**

THIS LEASE TERMINATION AGREEMENT (**Agreement**) is executed effective as of the Closing Date defined below, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**County**"), and DESERT AIDS PROJECT, a nonprofit public benefit corporation ("**DAP**").

**RECITALS**

**A.** County (as the lessor) and DAP (as the lessee) entered into that certain Revenue Lease dated February 18, 2016, which is incorporated herein by this reference (**Lease**), for approximately 3,950 square feet of office space (plus approximately 1557 square feet of common area) located within County's Medical Health Clinic Building located at 1515 N. Sunrise Way, Palm Springs CA 92262 (**Building**). The leased premises is described with more particularity in **Exhibit A** attached hereto and incorporated herein by this reference.

**B.** County (as the seller) and DAP (as the buyer) entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of [REDACTED], 2018, which is incorporated herein by this reference ("**Purchase and Sale Agreement**"), pursuant to which County agreed, among other things, to sell the Building to DAP, and DAP agreed to purchase the Building from County. Accordingly, the parties have agreed to terminate the Lease, effective as of the date of the close of escrow under the Purchase and Sale Agreement ("**Closing Date**").

NOW, THEREFORE, in consideration of the mutual covenants and obligations in this

Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Termination of Lease.** The Lease is hereby terminated, effective as of the Closing Date.

**2. Miscellaneous.**

**2.1 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

**2.2 Partial Invalidity.** If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

**2.3 Waivers.** No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

**2.4 Successors and Assigns.** Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party. This Agreement is for the benefit of, and is binding on, the parties and their successors and permitted assigns.

**2.5 Time of Essence.** Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

**2.6 Governing Law.** The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

(SIGNATURES PROVISION ON NEXT PAGE)



IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement as of the date and year set forth below.

\_\_\_\_\_: COUNTY OF RIVERSIDE, a political subdivision of the State of California

\_\_\_\_\_: DESERT AIDS PROJECT, a nonprofit public benefit corporation

By: \_\_\_\_\_  
Chuck Washington  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
David Brinkman, Chief Executive Officer

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

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

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

*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

County of Riverside

On \_\_\_\_\_, 2018, 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.

\_\_\_\_\_  
Notary Public (Seal)

*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

County of Riverside

On \_\_\_\_\_, 2018, 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.

\_\_\_\_\_  
Notary Public (Seal)

**EXHIBIT A**

**Legal Description of Leased Premises**

*[Attached]*

***[ATTACH LEGAL DESCRIPTION PRIOR TO RECORDING]***

## GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("**Assignment**") is executed as of the Closing Date defined below, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**County**" or "**Seller**"), and DESERT AIDS PROJECT, a nonprofit public benefit corporation ("**DAP**" or "**Buyer**").

### RECITALS

A. County/Seller and DAP/Buyer entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of [REDACTED], 2018, which is incorporated herein by this reference ("**Purchase and Sale Agreement**"), pursuant to which County agreed, among other things, to sell to DAP, and DAP agreed to purchase from County, an approximately 22,000 square foot Medical Health Clinic Building and associated improvements which are located at 1515 North Sunrise Way, Palm Springs CA 92262 (collectively, the "**Building Improvements**"), and which Building Improvements are owned by County and are situated on land leased by County from DAP.

B. Pursuant to the Purchase and Sale Agreement, County desires to assign and transfer to DAP, and DAP desires to accept the transfer and assignment from County, of all of County's interest (to the extent County has any such interest) in any and all plans, specifications, permits, land use entitlements, and warranties for the Building Improvements and/or any systems, tenant improvements, equipment and facilities that are part of the Building Improvements, all on the terms and conditions set forth below. This Assignment shall be effective as of the date of the close of escrow under the Purchase and Sale Agreement ("**Closing Date**").

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **General Assignment.** County hereby assigns, sells, transfers and conveys to DAP all of County's right, title and interest (to the extent County has any such interest) in any and all plans, specifications, permits, land use entitlements, and warranties for the Building Improvements and/or any systems, tenant improvements, equipment and facilities that are part of the Building Improvements, and DAP hereby accepts such assignment, on an AS-IS, WHERE-IS, with all faults basis, without representation or warranty (except for any representations made by County in the Purchase and Sale Agreement).

#### 2. **Miscellaneous.**

2.1 **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

2.2 **Partial Invalidity.** If any term or provision of this Assignment shall be deemed to be invalid or unenforceable to any extent, the remainder of this Assignment will not be affected thereby and each remaining term and provision of this Assignment will be valid and be enforced to the fullest extent permitted by law.

2.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

2.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Assignment without the express written consent of the other party. This Assignment is for the benefit of, and is binding on, the parties and their successors and permitted assigns.

2.5 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

2.6 Governing Law. The parties hereto expressly agree that this Assignment will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Assignment shall be in the County of Riverside.

2.7 No Recordation. Neither this Assignment nor any memorandum or other document relating to this Assignment shall be recorded without the prior written consent of Seller and Buyer.

(SIGNATURES PROVISION ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment as of the date and year set forth below.

**SELLER:**  
COUNTY OF RIVERSIDE, a political  
public  
subdivision of the State of California

**BUYER:**  
DESERT AIDS PROJECT, a nonprofit  
benefit corporation

By: \_\_\_\_\_  
Chuck Washington  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
David Brinkman, Chief Executive  
Officer

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

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

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

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

**APPROVED AS TO FORM:**  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

2/12/18

Recorded at request of and return to:  
Desert AIDS Project  
1695 N. Sunrise Blvd  
Palm Springs, CA 92262

With a copy to:  
County of Riverside,  
Economic Development Agency  
Real Estate Division  
3403 Tenth Street, Suite 400  
Riverside, CA 92501

**FREE RECORDING**  
This instrument is for the benefit of the County of  
Riverside and is entitled to be recorded without fee.  
(Govt. Code 6103)

Property Address: 1515 N. Sunrise Way, Palm  
Springs CA 92262

APN: Portion of 507-100-042

(Space above this line reserved for Recorder's use)

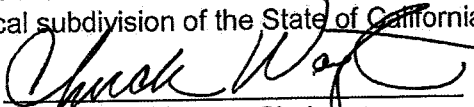
Property: Desert AIDS Project  
Palm Spring Medical Health Clinic Building

## GRANT DEED

For good and valuable consideration, the receipt and adequacy of which are acknowledged,

**COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Grantor,**

does hereby grant to **DESERT AIDS PROJECT, a nonprofit public benefit corporation, as Grantee,** all right, title, and interest Grantor has in the real property, buildings and improvements thereon, located in the City of Palm Springs, Riverside County, California, described in Exhibit "A" and incorporated herein by reference.

**GRANTOR:**  
COUNTY OF RIVERSIDE  
a political subdivision of the State of California  
By:   
Chuck Washington, Chairman  
Board of Supervisors

**ATTEST:**  
Kecia Harper  
Clerk of the Board

By:   
Deputy

FEB 27 2018 3.23



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.

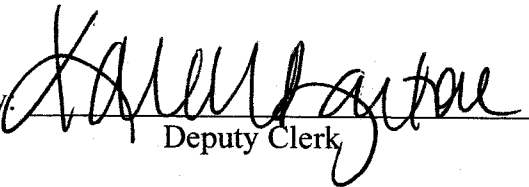
STATE OF CALIFORNIA }  
 } §  
COUNTY OF RIVERSIDE }

On February 27, 2018, before me, Karen Barton, Board Assistant, personally appeared Chuck Washington, Chairman of the Board of Supervisors, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

(SEAL)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LEASE PARCEL PORTION OF APN 507-100-042 (FORMERLY KNOWN AS APN 507-100-040)

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT 01-01 APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED AS INSTRUMENT NO. 2001-168548, APRIL 20, 2001, O.R., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 89°40'34" WEST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO BEING THE CENTERLINE OF VISTA CHINO ROAD, A DISTANCE OF 345.00 FEET;

THENCE SOUTH 00°21'49" WEST AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 OF LLA 01-01, ALSO BEING THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP IN THE CITY OF PALM SPRINGS AS SHOWN ON PARCEL MAP ON FILE IN BOOK 17 AT PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS;

THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 325.69 FEET TO THE TRUE POINT OF BEGINNING;

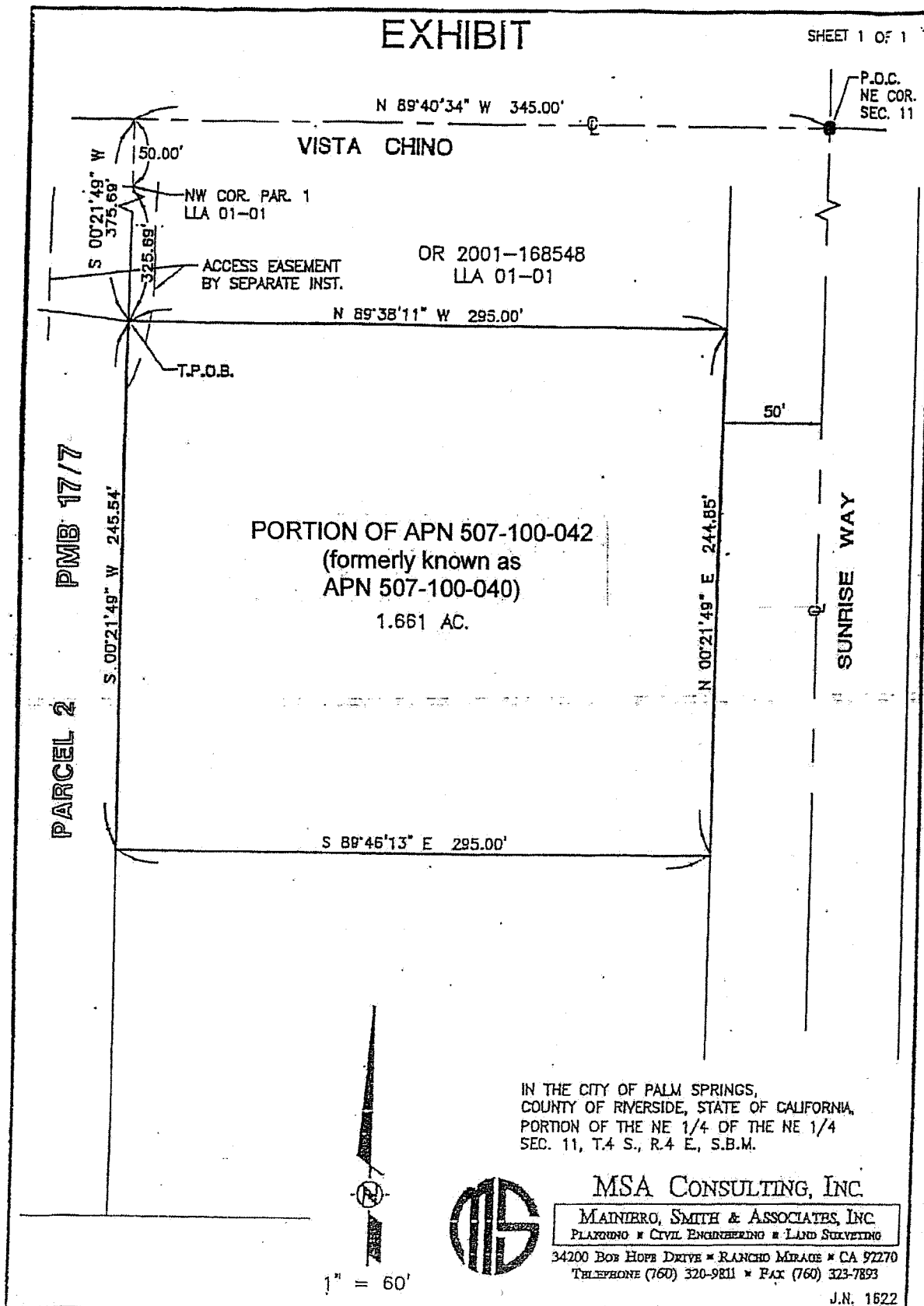
THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 254.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°46'13" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUNRISE WAY;

THENCE NORTH 00°21'49" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.85 FEET;

# EXHIBIT

SHEET 1 OF 1



IN THE CITY OF PALM SPRINGS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
PORTION OF THE NE 1/4 OF THE NE 1/4  
SEC. 11, T.4 S., R.4 E., S.B.M.



**MSA CONSULTING, INC.**

**MAINIERO, SMITH & ASSOCIATES, INC.**  
PLANNING \* CIVIL ENGINEERING \* LAND SURVEYING

34200 BOB HOPE DRIVE \* RANCHO MIRAGE \* CA 92270  
TELEPHONE (760) 320-9811 \* FAX (760) 323-7893

J.N. 1522

**LEASE AGREEMENT**

County of Riverside and  
Desert AIDS Project, a nonprofit public benefit corporation  
County of Riverside, California

This Lease Agreement ("Lease") is entered into as of the 27<sup>th</sup> day of February, 2018 ("Effective Date") by and between **Desert AIDS Project**, a nonprofit public benefit corporation, ("Lessor" or "DAP") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("Lessee" or "County"), DAP and County are sometimes collectively referred to as "Parties."

**RECITALS**

A. Lessor is the owner of that certain improved real property located on the southwest corner of Sunrise Way and Vista Chino in the City of Palm Springs and consisting of 3.9 acres more or less (APN 507-100-042), which property is particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("DAP Property").

B. County constructed, and prior to the Effective Date of this Lease owned, an approximately 22,000 square foot medical health clinic building ("Clinic Building") on the southern 1.661± acres of the DAP Property described in Exhibit "B." pursuant to a ground lease between DAP and the County. Pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated February 27, 2018 ("Purchase Agreement"), County has sold and deeded the Clinic Building and associated improvements and appurtenances to DAP and the ground lease has accordingly been terminated. However, County and DAP have agreed that County will continue its occupancy of the Clinic Building, specifically up to 16,574 square feet of space within the Clinic Building plus shared use with DAP of additional common area ("County-Occupied Space"), for the term, rent and a upon the other terms and conditions set forth below in this Lease, and DAP will occupy the remaining space ("DAP-Occupied Space"). The Effective Date of this Lease is the same date as the close of escrow under the Purchase Agreement.

NOW THEREFORE, In consideration of mutual covenants and other good and valuable consideration, the parties do hereby agree as follows:

**AGREEMENT**

**1. Description.** As of the Effective Date, DAP is the owner of the Clinic Building and the land on which the Clinic Building is situated (collectively, the "Clinic Property"), as well as the rest of the DAP Property. DAP hereby leases to County, and County leases from DAP, subject to all of the terms and conditions set forth in this Lease, the County-Occupied Space defined above and as further identified in Sections 2.1 and 2.2 below and as depicted on attached Exhibit "C," which is incorporated herein by this reference (the "Premises"), together with a non-exclusive right in common with DAP to use the common area of the Clinic Property, including without limitation, restrooms, conference rooms, and break room.

**2. BASIC LEASE PROVISIONS**

- 2.1 Office Square Footage: 16,574 square feet (\$1.00 psf)
- 2.2 Shared Square Footage (Common Areas): 1,535 square feet (\$0.50 psf)
- 2.3 Monthly Rent: \$17,342

- and
- 2.4 Term: 3 years, subject to Sections 17 and 37 below
  - 2.5 Commencement Date of Term: Upon Close of Escrow for the Purchase Sale of the Clinic Building pursuant to the Purchase Agreement (i.e., the Effective Date of this Lease).
  - 2.6 Permitted Use: Health Clinic/General Office/Administrative Services. County shall be given access to the Premises and common areas 24 hours per day, 7 days per week, 365 days per year during the Lease term.

It is the intent of both parties that the monthly rent to be paid by County to DAP will cover all of DAP's operating expenses of the Clinic Building that are attributable to the space and common area that is occupied or otherwise used by the County, including, without limitation, utilities, repair/maintenance/replacement of the Clinic Building HVAC, mechanical, electrical and plumbing systems and components, custodial, landscaping, building security alarm service, building fire alarm service, and insurance ("**Operating Expenses**"); the security guard service for the leased premises will be paid by the County. Quarterly during the Lease term, if the rent does not cover the Operating Expenses, DAP shall notify the County in writing (with back-up/expenditure documentation included), and the County shall pay the amount of the shortfall to DAP within 60 days after County's receipt of such notice. For purposes of clarification, Operating Expenses do not include capital improvement expenses.

**3. Term.** This Lease shall be for a period of three (3) years, subject to possible earlier termination under Sections 17 and 37 below. The Effective Date of this Lease/commencement date of the term shall be the Closing Date under the Purchase Agreement. The Parties shall prepare and execute a Commencement Date Confirmation Form upon the Closing Date or authorize the escrow officer who is administering the closing under the Purchase Agreement to insert the Closing Date in the first line of the first paragraph of this Lease.

**4. Parking.** During the term of the Lease, parking for clinic staff and patients to be provided in the shared parking lot as per attached Exhibit "D" attached hereto and incorporated herein.

**5. Rent.**

5.1 Lessee agrees to pay to Lessor Seventeen Thousand Three Hundred Forty Two Dollars (\$17,342) as the monthly rental rate. The rent is payable on or before the first day of each and every calendar month during the term. The first and last month's rent shall be prorated if the Commencement Date is other than the first or last day of the calendar month. All monthly rental and additional monies owing by Lessee to Lessor pursuant to this Lease shall be considered to be "Rent."

5.2 If any governmental entity charges DAP a rent-related tax, Lessee shall reimburse DAP for any tax applicable to this Lease transaction or applicable to Lessee, whether measured by Premises occupied, or any measure for which DAP is taxed as a result of Lessee's occupancy. The following statement is included pursuant to California Revenue and Taxation Code Section 107.6: Lessee's property interest under this Lease may be subject to property taxation, and Lessee may be subject to the payment of property taxes levied on its possessory interest. DAP is a non-profit organization and DAP has advised County that, as the owner of the underlying real property, DAP receives a welfare exemption.

5.3 Lessee acknowledges that late payment of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain.

These costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any superior leases and mortgages. Accordingly, if any installment of Rent or payment of additional rent due from Lessee is not received by Lessor within ten (10) days after the amount is due, Lessee shall pay to Lessor a late charge equal to five percent (5%) of the overdue amount. Acceptance of late charges by Lessor shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder or at law or in equity.

## **6. USE.**

6.1 The Premises shall only be used for the purposes identified in Section 2.6, and for no other purpose without the Lessor's prior written consent, which may be withheld in Lessor's discretion.

6.2 Lessee shall, at Lessee's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term regulating the use by Lessee of the Premises.

6.3 Lessee shall not do or permit anything to be done which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Clinic Property and/or property located therein. Lessee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with rights of other tenants or occupants (including, without limitation, DAP) of the Clinic Property, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Premises. This prohibition includes, but is not limited to, loud music, other loud noises, burning incense or other offensive or objectionable odors.

## **7. On-Site Improvements by Lessee.**

(a) Any alterations, improvements or installation of fixtures to be undertaken by Lessee shall have the prior written consent of Lessor (which shall not be unreasonably withheld, conditioned or delayed) after Lessee has submitted proposed plans for such alterations, improvements or fixtures to Lessor in writing.

(b) All alterations and improvements to be made, and fixtures installed, or caused to be made and installed, by Lessee that are affixed to the Premises shall become the property of Lessor with the exception of trade fixtures as such term is used in section 1019 of the California Civil Code. At or prior to the expiration of this Lease term, Lessee shall, at Lessor's election, remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, Lessee shall restore the Premises to their original shape and condition as nearly as practicable, ordinary wear and tear (and casualty) excepted. In the event such trade fixtures are not removed, Lessor may, at its election, either: (1) remove and store such fixtures and restore the Premises at Lessee's expense, and in such event, Lessee shall within thirty (30) days after billing and accounting therefor reimburse Lessor for the costs so incurred, or (2) take and hold such fixtures as its sole property.

**8. County-Owned Equipment and Furnishings in DAP-Occupied Space.** Currently, the DAP-Occupied Space contains certain County-owned equipment and furnishings as set

forth in Exhibit "E." attached hereto and by this reference made a part of this Lease. Said equipment and furnishings shall remain within the DAP-Occupied Space but shall remain the property of the County. DAP, at its expense, shall be responsible for maintaining said equipment and furnishings in good working condition and repair, ordinary wear and tear (and casualty) excepted; provided, however, in the event any said equipment or furnishing is reasonably deemed by County to be beyond economical repair, it shall be replaced by DAP, at its expense, and any such equipment and furnishings purchased for replacement by DAP shall become DAP's property. County equipment and furnishings deemed beyond economical repair shall be returned to County for disposition.

**9. Utilities.**

(a) DAP shall provide and pay for all utilities.

(b) County shall provide and pay for telephone services, computer equipment and computer related services in the County's assigned areas.

**10. Maintenance.**

(a) DAP shall be responsible for all maintenance and repair of the Premises.

(b) Without limiting the foregoing, DAP shall be responsible for providing routine monitoring, maintenance and repair (and replacement where necessary) of the fire alarm system, fire extinguishers, fire sprinkler system, all capital improvements to the facility, and all plumbing, electrical, mechanical and HVAC systems and equipment which service the Premises and common areas.

(c) DAP shall maintain the mechanical room and other major equipment connected to the Premises.

(d) In the event any damage or injury to the Premises is caused by the negligent acts of Lessee, its officers, employees, clients, agents, guests, invitees, subcontractors or independent contractors, any repairs made, or caused to be made by Lessor as may be necessary to restore the Premises as a result of such damage or injury shall be paid forthwith by Lessee to Lessor upon a billing and accounting thereof, in writing, by Lessor to Lessee.

**11. Custodial Services.** DAP shall provide, or cause to be provided, and pay for all custodial services in connection with the Premises.

**12. Inspection of Premises.** Lessor, through its duly authorized agents and upon at least three (3) business days' notice to Lessee (except in emergencies), shall have the right to enter the Premises for the purpose of inspecting, monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Lease.

**13. Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the use of the Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

**14. Compliance with Government Regulations.** Subject to Lessor's maintenance and repair obligations under Section 10 above, Lessee shall, at Lessee's sole cost and expense,

comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to Lessee's specific use of the leased Premises. Any final judgment, decree or order of any court of competent jurisdiction, or the admission of Lessee in any action or proceedings against Lessee that Lessee has violated any such statutes, regulations, rules, ordinances or orders in the use of the Premises, shall be conclusive of that fact as between Lessor and Lessee.

**15. Nondiscrimination.** Lessee herein covenants by and for itself, its assigns, and all persons claiming under or through them, that this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in section 12955 of the Government Code, and also defined in sections 12926 and 12926.1 in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased, nor shall the Lessee itself, or any persons claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Lessees, lessees, sublessees, subleases or vendees in the Premises herein conveyed. The foregoing covenants shall run with the land.

**16. Default.**

(a) Subject to the notice and cure provisions in subparagraph (b) below, Lessee shall be in default ("Default") if the Premises is used for any purpose other than that authorized in the Lease, fails to maintain the Clinic Building in the manner provided for in this Lease, fails to pay any installment of Rent or other sum when due as provided for in the Lease, fails to comply with or perform any other covenant, condition, provision or restriction provided for in the Lease, abandons the Premises (unless Lessee continues to pay Rent and perform all other obligations under this Lease), allows the Premises to be attached, levied upon, or seized under legal process; or, if the Lessee files or commits an act of bankruptcy, has a receiver or liquidator appointed to take possession of the Premises, or commits or permits waste on the Premises (collectively referred to as a "Default"), then the Lessee shall be deemed in default under the terms of the Lease.

(b) In case of Default, Lessor shall provide a thirty (30) day written notice to Lessee to remedy any and all defaults. Upon the failure of Lessee to promptly remedy such Default, Lessor shall have the right to terminate this Lease and retake possession of the Premises together with all additions, alterations, and improvements thereto. Lessor shall also retain all rights to seek any and all remedies at law or in equity.

**17. Termination.**

17.1. In addition to and notwithstanding the provisions of Default, Lessor shall have the right to immediately terminate this Lease for the following:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Lessee as debtors.

(b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the Premises by Lessee (unless Lessee continues to pay rent and comply with all other terms and provisions of this Lease).



17.2 County shall have the right to terminate this Lease upon delivering a ninety (90) day written notice to Lessor. Upon the expiration or earlier termination of this Lease, County shall vacate the Premises in good order, condition and repair and remove all of Lessee's personal property from the Premises prior to the date of termination.

**18. Insurance.** County will insure for its own leased premises. County's program of self-insurance shall satisfy its own insurance requirements.

**19. Subordination of Lease.** Provided that Lessor obtains a non-disturbance agreement from Lessor's lender that is reasonably satisfactory to Lessee, Lessee agrees, that upon written request of Lessor, Lessee will subordinate this Lease to such lender's mortgage or deed of trust.

**20. Indemnification.** Each party ("Indemnifying Party") shall indemnify and hold harmless the other party, and its directors, officers, employees, agents and representatives ("Indemnified Parties") from any liability, claims, actions, damages, costs and expenses that are incurred by or asserted against any Indemnified Party arising from the Indemnifying Party's use or occupancy of the Building, or negligence, or breach of this Lease, and including, but not limited to, property damage, bodily damage, bodily injury, or death, arising out of, from or in any way relating to Lessee's occupancy or use of the Premises or any breach of Lessee's obligations under this Lease. The Indemnifying Party shall defend at its sole cost and expense, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.

**21. Toxic Materials.** During the term of the Lease and any extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises, including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances," "hazardous materials" or "toxic substances") in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117 of the California Health and Safety Code or as "Hazardous Substances" in section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

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

**23. Employees and Agents of Lessee.** It is understood and agreed that all persons hired or engaged by Lessee shall be considered to be employees or agents only of Lessee and not of Lessor.

**24. Binding of Successors.** Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all the parties thereto shall be jointly and severally liable hereunder.

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

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

**27. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Lessor and Lessee agree that this Agreement has been entered into at Riverside, California, and that any legal action related to the interpretation or performance of the Agreement shall be filed in the Superior Court for the State of California in Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

**28. Notices.** Any notice shall be addressed to the respective parties as set forth below:

Lessee:  
Real Estate Division  
Economic Development Agency  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501  
(951) 955-4820  
Attn: Vince Yzaguirre

Lessor:  
Desert AIDS Project  
1695 N. Sunrise Way  
Palm Springs, CA 92262  
(760) 323-2118  
Attn: David Brinkman

or to such other addresses as from time to time shall be designated by the respective parties.

**29. Amendments.** This Lease shall not be modified unless mutually agreed upon in writing by the County and the Lessee and shall be incorporated in executed amendments to this Lease.

**30. No Third Party Beneficiaries.** This Lease is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Lease.

**31. Permits, Licenses and Taxes.** Lessee shall secure and maintain, at its expense, all necessary permits and licenses as it may be required to obtain and/or hold, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity.

**32. County's Representative.** County hereby appoints the Assistant County Executive Officer of the Economic Development Agency, or designee, as its authorized representatives to administer this Lease.

**33. Agent for Service of Process.** It is expressly understood and agreed that in the event Lessor is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessor shall file with the Assistant County Executive Officer of the Economic Development Agency, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of services of process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then, in such event, Lessor may be personally served with such process out of the State and that such service shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

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

**35. Authority to Execute.** The persons executing this Lease on behalf of the parties to this Lease hereby warrant and represent that they have the authority to execute this Lease and warrant and represent that they have the authority to bind the respective parties to this Lease and to the performance of its obligations hereunder.

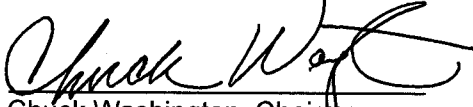
**36. Approval.** Anything to the contrary notwithstanding, this Lease shall not be binding or effective until its approval and execution by the Board of Supervisors for the County of Riverside.

**37. Relinquishment of Portion of Health Care Systems Space.** It is contemplated that, within six (6) months after the Effective Date of this Lease, the County will endeavor to vacate the approximate eastern one-half portion of the space that is depicted in Exhibit "C" as "Health Care Systems" and relinquish said half portion to DAP. In such event, the County's monthly rent will be reduced by an amount equal to \$1.00 times the square footage of the vacated space. It is understood and acknowledged by DAP that the relinquishment of said portion of the Health Care Systems space shall be subject to the terms and provisions of a Lease Amendment that must be agreed upon and executed by the County and DAP and approved by the Board of Supervisors.

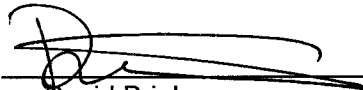
SIGNATURE PROVISIONS ON FOLLOWING PAGE

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease Agreement on this day 27<sup>th</sup> of February, 2018.

LESSEE:  
County of Riverside, a Political  
subdivision of the State of California

By:   
Chuck Washington, Chairman  
Board of Supervisors

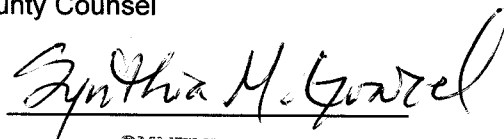
LESSOR:  
Desert AIDS Project, a nonprofit public  
benefit corporation

By:   
David Brinkman  
Executive Director

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Deputy County Counsel

## EXHIBIT "A"

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

In the City of Palm Springs, County of Riverside, State of California, that portion of the Northeast Quarter of the Northeast Quarter of Section 11, Township 4 South, Range 4 East, San Bernardino Base and Meridian, more particularly described as follows:

Commencing at the Northeast corner of said Section 11;

Thence South  $00^{\circ}21'49''$  West along the Easterly line of said Northeast Quarter of Section 11, a distance of 620.69 feet to a point of intersection with a line parallel with and 168.00 feet Northerly of the Northerly line of that certain Parcel of land conveyed to Travis T. Rogers by deed recorded October 8, 1938 in Book 390, Page 595 of Official Records;

Thence North  $89^{\circ}44'50''$  West along said parallel line, a distance of 50.00 feet to the Westerly right of way line of Sunrise Way and the True Point of Beginning;

Thence continuing North  $89^{\circ}44'50''$  West along said parallel line, a distance of 295.00 feet;

Thence North  $00^{\circ}21'49''$  East and parallel with said Easterly line of the Northeast Quarter, a distance of 571.12 feet to the Southerly right of way line of Vista Chino Road;

Thence South  $89^{\circ}40'34''$  East, a distance of 274.99 feet to the beginning of a tangent curve, concave Southwesterly and having a radius of 20.00 feet;

Thence Southeasterly along the arc of said curve through a central angle of  $90^{\circ}02'23''$  an arc distance of 31.43 feet to a point on said Westerly right of way line of Sunrise Way;

Thence South  $00^{\circ}21'49''$  West along said Westerly right of way line, a distance of 550.74 feet to the True Point of Beginning.

Said legal description is shown on Parcel 1 on that certain approved Lot Line Adjustment No. 01-01 as evidenced by document recorded April 20, 2001 as Instrument No. 2001-168548 Records of said County.

Except therefrom all oil, gas, minerals, other hydrocarbon substances and underground water lying below a depth of 500 feet, but with no right of surface entry, as provided in deeds of record.

Except therefrom all oil, gas, minerals and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in deed recorded April 26, 1964 as Instrument No. 052476 of Official Records.

*Assessor's Parcel No: 507-100-042*

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

LEASE PARCEL PORTION OF APN 507-100-042 (FORMERLY KNOWN AS APN 507-100-040)

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT 01-01 APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED AS INSTRUMENT NO. 2001-168548, APRIL 20, 2001, O.R., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 89°40'34" WEST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO BEING THE CENTERLINE OF VISTA CHINO ROAD, A DISTANCE OF 345.00 FEET;

THENCE SOUTH 00°21'49" WEST AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 OF LLA 01-01, ALSO BEING THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP IN THE CITY OF PALM SPRINGS AS SHOWN ON PARCEL MAP ON FILE IN BOOK 17 AT PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS;

THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 325.69 FEET TO THE TRUE POINT OF BEGINNING;

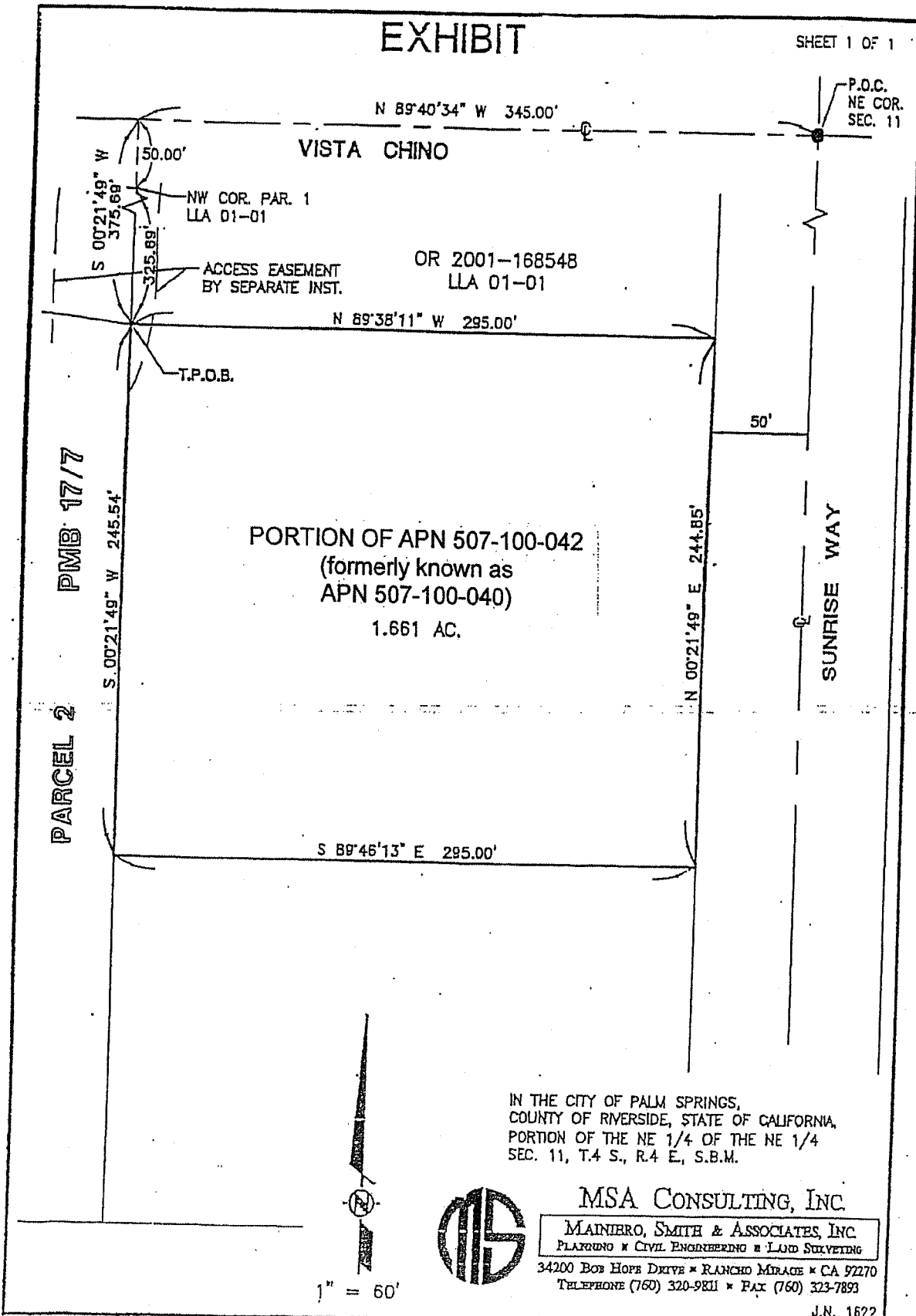
THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 254.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°46'13" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUNRISE WAY;

THENCE NORTH 00°21'49" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.85 FEET;

# EXHIBIT

SHEET 1 OF 1





**DIVISION OF SPACE MANAGEMENT**  
 3901 LIME ST. RIVERSIDE CA 92507  
 PH: (951)955-0067 FAX: (951)955-3602

**PG1104**  
**Community Health Agency**  
 1515 N. Sunrise Way

1st Floor - Space Plan

REVISIONS

FILE: PO1104 - 1st Flr - Space Plan\_07JAN2016.dwg  
 PROJECT NO:  
 DRAWN BY: DRB  
 DATE: 07JAN2016  
 SCALE: N/A  
 SHEET: A1.00  
 PAGE NO: 1 OF 1

**Exhibit "C"**

SPACE MANAGEMENT LEGEND		SO. FT.
	Common Core	3,968
	Public Health	3,415
	Health Care Systems	9,191
	Desert Aids Project	3,950
	Desert Aids Communit Core	1,535
<b>TOTAL</b>		<b>22,059</b>

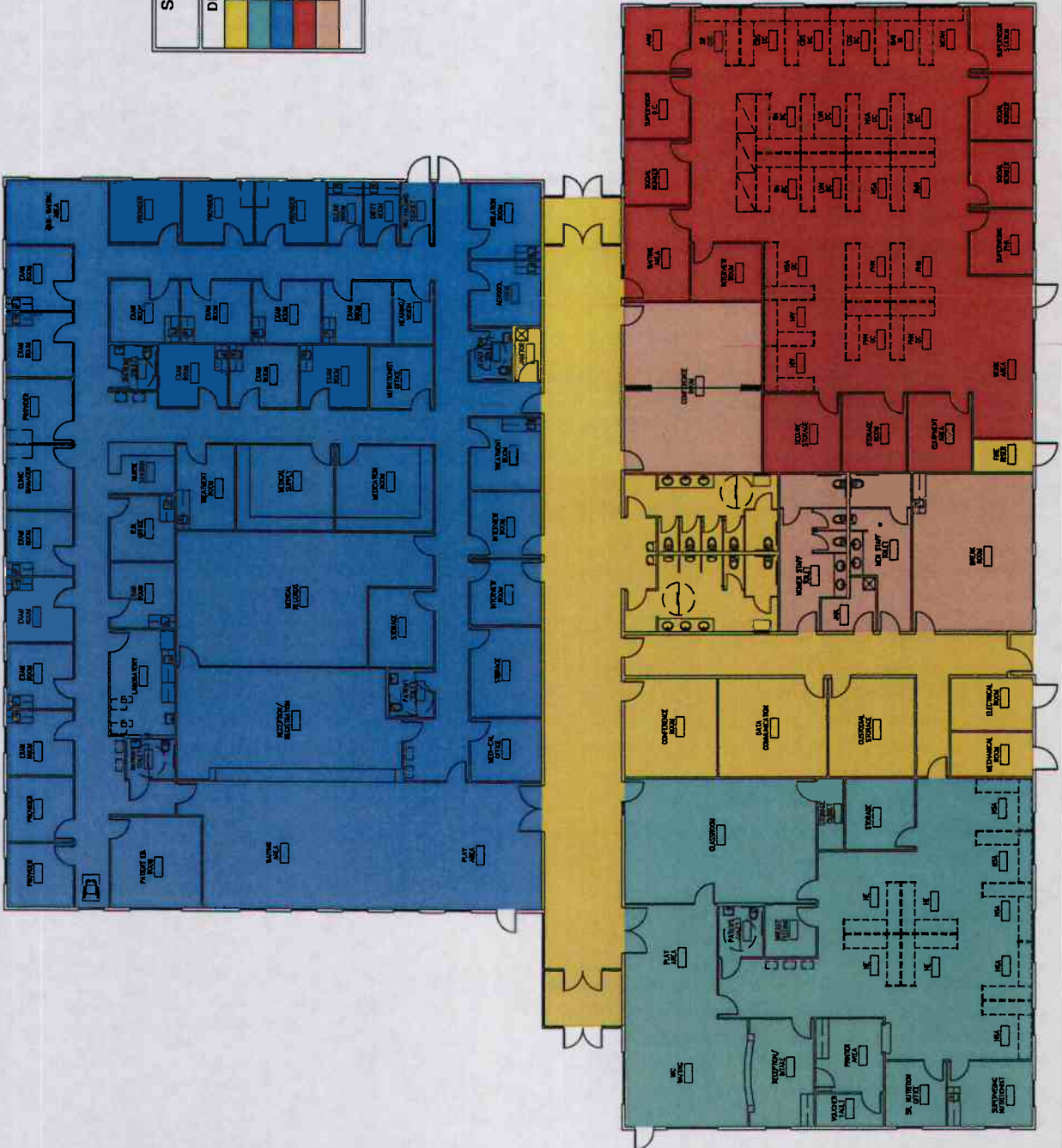
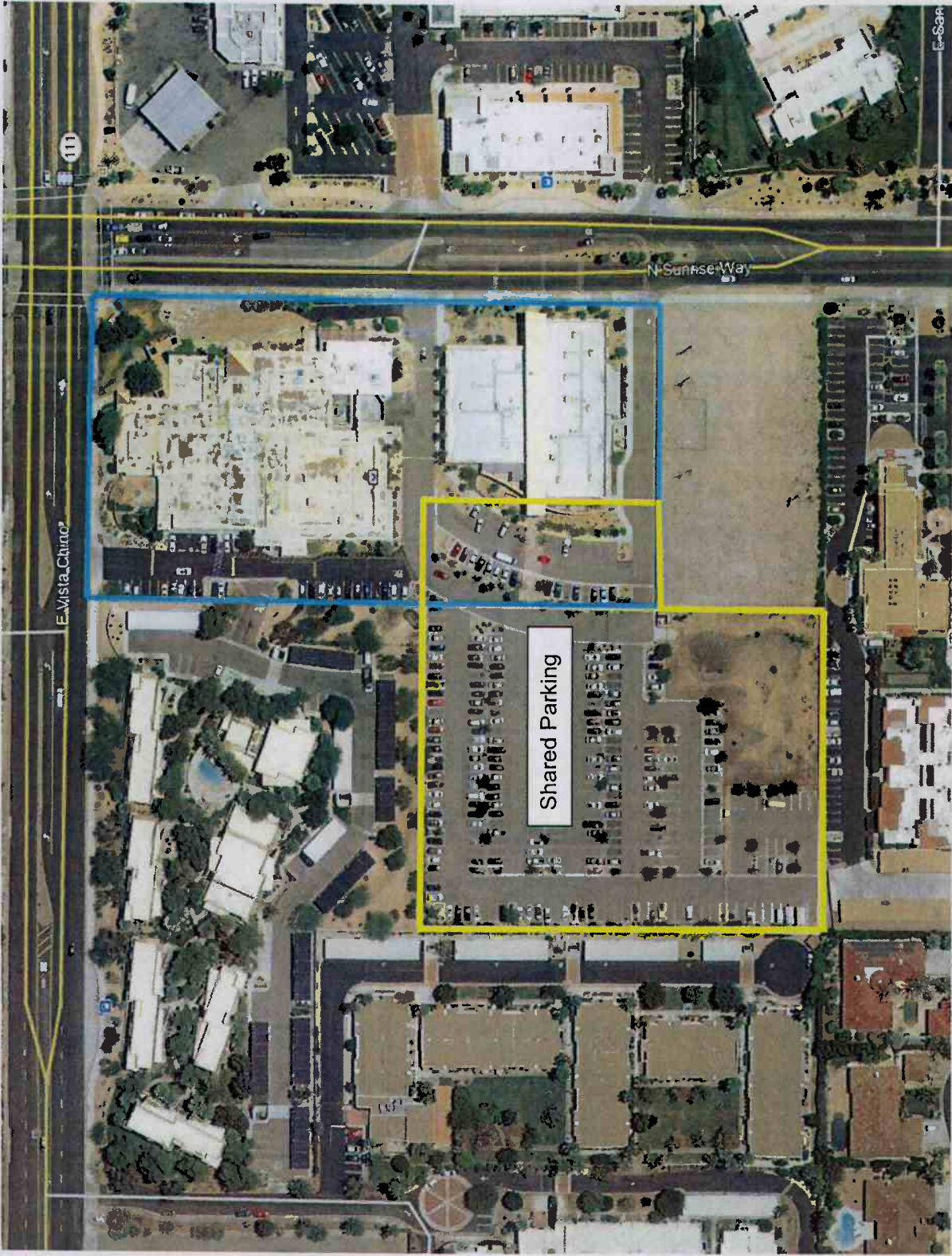




Exhibit "D"



# Exhibit E

Palm Springs Community Health Agency Furniture Inventory  
 1515 N Sunrise Way, Suite 100, Palm Springs

Location:	Waiting Room	Offices (8)	Cubicles (21)	IT Room	Storage Room	Interview Room	Work Area/ Open Space
Work Station		7	21				
Small Conference Table						1	
Desk		1					
Desk Chair *		7	14				
Visitor Chair	6	12				5	
Side Table	1						
File 6 Drawer							2
File 5 Drawer		1					10
File 4 Drawer		6					1
File 3 Drawer			21				
File Skinny 5 Drawer							1
Book Case		2					
Pictures	3						
Floor to Ceiling Shelves					2		
Floor to Ceiling Cabinets					3		
Vertical Tray		28	42				
Horizontal Tray		32	84				

\* Not all offices and cubicles have desk chairs

Recorded at request of and return to:  
Desert AIDS Project  
1695 N. Sunrise Blvd  
Palm Springs, CA 92262

With a copy to:

County of Riverside,  
Economic Development Agency  
Real Estate Division  
3403 Tenth Street, Suite 400  
Riverside, CA 92501

**FREE RECORDING**

This instrument is for the benefit of the County of Riverside and is entitled to be recorded without fee.  
(Govt. Code 6103)

Property Address: 1515 N. Sunrise Way, Palm Springs CA 92262

APN: Portion of 507-100-042

(Space above this line reserved for Recorder's use)

**LEASE TERMINATION AGREEMENT**  
**(Ground Lease)**

THIS LEASE TERMINATION AGREEMENT (**■Agreement■**) is executed effective as of the Closing Date defined below, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**County**"), and DESERT AIDS PROJECT, a nonprofit public benefit corporation ("**DAP**").

**RECITALS**

**A.** County (as the lessee) and DAP (as the lessor) entered into that certain Lease Agreement dated May 2, 2007, which is incorporated herein by this reference (**■Lease■**), for County's ground lease of approximately 1.661± acres of DAP's land for purposes of County constructing and operating a Medical Health Clinic Building located at 1515 N. Sunrise Way, Palm Springs CA 92262 (**■Building■**). The leased premises is described with more particularity in **Exhibit A** attached hereto and incorporated herein by this reference.

**B.** County (as the seller) and DAP (as the buyer) entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of \_\_\_\_\_, 2018, which is incorporated herein by this reference ("**Purchase and Sale Agreement**"), pursuant to which County agreed, among other things, to sell the Building to DAP, and DAP agreed to purchase the Building from County. Accordingly, the parties have agreed to terminate the Lease, effective as of the date of the close of escrow under the Purchase and Sale Agreement ("**Closing Date**").

NOW, THEREFORE, in consideration of the mutual covenants and obligations in this

2/12/18

FEB 27 2018

3.23

Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Termination of Lease.** The Lease is hereby terminated, effective as of the Closing Date.

**2. Miscellaneous.**

2.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

2.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

2.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

2.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party. This Agreement is for the benefit of, and is binding on, the parties and their successors and permitted assigns.

2.5 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

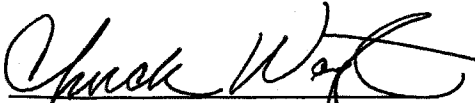
2.6 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

(SIGNATURES PROVISION ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement as of the date and year set forth below.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

DESERT AIDS PROJECT, a nonprofit public benefit corporation

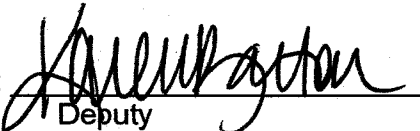
By:   
Chuck Washington, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
David Brinkman, Chief Executive Officer

Date: FEB 27 2018

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

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
SYNTHIA M. GUNZEL  
Deputy County Counsel

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

COUNTY OF RIVERSIDE

§

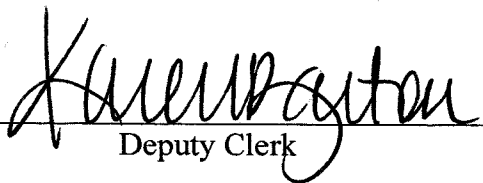
On February 27, 2018, before me, Karen Barton, Board Assistant, personally appeared Chuck Washington, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:

  
Deputy Clerk

(SEAL)

*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

County of Riverside

On \_\_\_\_\_, 2018, 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.

\_\_\_\_\_  
Notary Public (Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LEASE PARCEL PORTION OF APN 507-100-042 (FORMERLY KNOWN AS APN 507-100-040)

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT 01-01 APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED AS INSTRUMENT NO. 2001-168548, APRIL 20, 2001, O.R., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH  $89^{\circ}40'34''$  WEST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO BEING THE CENTERLINE OF VISTA CHINO ROAD, A DISTANCE OF 345.00 FEET;

THENCE SOUTH  $00^{\circ}21'49''$  WEST AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 OF LLA 01-01, ALSO BEING THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP IN THE CITY OF PALM SPRINGS AS SHOWN ON PARCEL MAP ON FILE IN BOOK 17 AT PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS;

THENCE CONTINUING SOUTH  $00^{\circ}21'49''$  WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 325.69 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH  $00^{\circ}21'49''$  WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 254.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

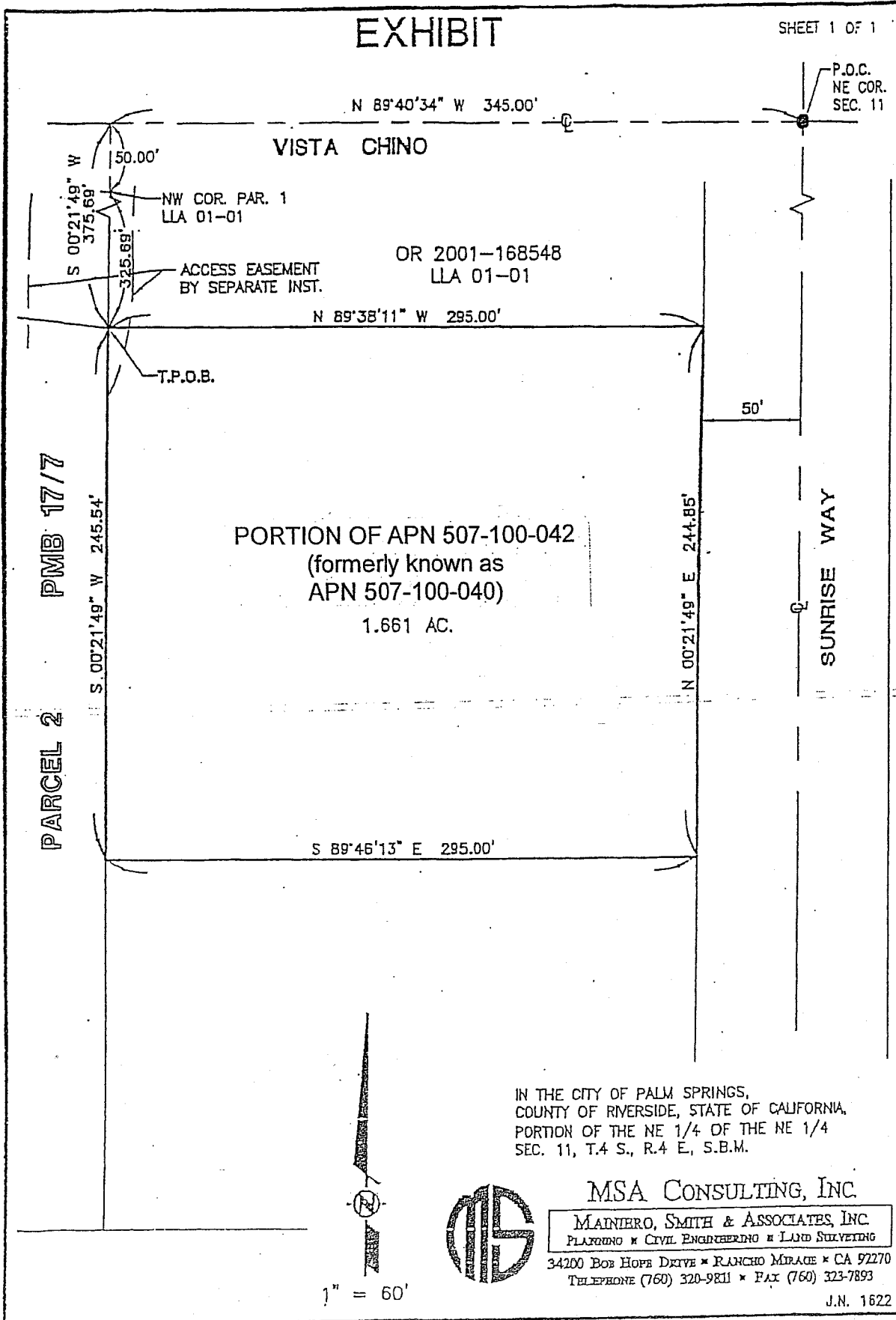
THENCE SOUTH  $89^{\circ}46'13''$  EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUNRISE WAY;

THENCE NORTH  $00^{\circ}21'49''$  EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.85 FEET;



# EXHIBIT

SHEET 1 OF 1



IN THE CITY OF PALM SPRINGS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
PORTION OF THE NE 1/4 OF THE NE 1/4  
SEC. 11, T.4 S., R.4 E., S.B.M.



MSA CONSULTING, INC.

MAINERO, SMITH & ASSOCIATES, INC.  
PLANNING \* CIVIL ENGINEERING \* LAND SURVEYING

34200 BOB HOPE DRIVE \* RANCHO MIRAGE \* CA 92270  
TELEPHONE (760) 320-9811 \* FAX (760) 323-7893

J.N. 1622

Recorded at request of and return to:  
Desert AIDS Project  
1695 N. Sunrise Blvd  
Palm Springs, CA 92262

With a copy to:

County of Riverside,  
Economic Development Agency  
Real Estate Division  
3403 Tenth Street, Suite 400  
Riverside, CA 92501

**FREE RECORDING**

This instrument is for the benefit of the County  
of Riverside and is entitled to be recorded  
without fee.  
(Govt. Code 6103)

Property Address: 1515 N. Sunrise Way, Palm  
Springs CA 92262

APN: Portion of 507-100-042

(Space above this line reserved for Recorder's use)

**LEASE TERMINATION AGREEMENT**  
**(Revenue Lease)**

THIS LEASE TERMINATION AGREEMENT (**Agreement**) is executed effective as of the Closing Date defined below, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**County**"), and DESERT AIDS PROJECT, a nonprofit public benefit corporation ("**DAP**").

**RECITALS**

**A.** County (as the lessor) and DAP (as the lessee) entered into that certain Revenue Lease dated February 18, 2016, which is incorporated herein by this reference (**Lease**), for approximately 3,950 square feet of office space (plus approximately 1557 square feet of common area) located within County's Medical Health Clinic Building located at 1515 N. Sunrise Way, Palm Springs CA 92262 (**Building**). The leased premises is described with more particularity in **Exhibit A** attached hereto and incorporated herein by this reference.

**B.** County (as the seller) and DAP (as the buyer) entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of \_\_\_\_\_, 2018, which is incorporated herein by this reference ("**Purchase and Sale Agreement**"), pursuant to which County agreed, among other things, to sell the Building to DAP, and DAP agreed to purchase the Building from County. Accordingly, the parties have agreed to terminate the Lease, effective as of the date of the close of escrow under the Purchase and Sale Agreement ("**Closing Date**").

NOW, THEREFORE, in consideration of the mutual covenants and obligations in this

2/12/18

1

FEB 27 2018

3.23

Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Termination of Lease.** The Lease is hereby terminated, effective as of the Closing Date.

**2. Miscellaneous.**

2.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

2.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

2.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

2.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party. This Agreement is for the benefit of, and is binding on, the parties and their successors and permitted assigns.

2.5 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

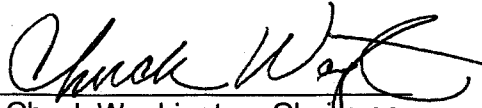
2.6 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

(SIGNATURES PROVISION ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement as of the date and year set forth below.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

DESERT AIDS PROJECT, a nonprofit public benefit corporation

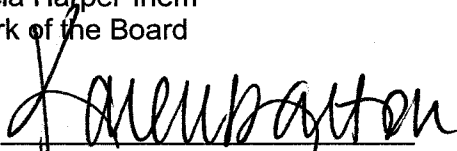
By:   
Chuck Washington, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
David Brinkman, Chief Executive Officer

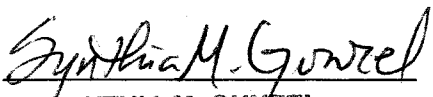
Date: FEB 27 2018

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

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
CYNTHIA M. GUNZEL  
Deputy County Counsel

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.

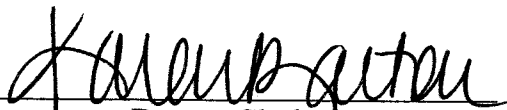
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE } §

On February 27, 2018, before me, Karen Barton, Board Assistant, personally appeared Chuck Washington, Chairman of the Board of Supervisors, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

(SEAL)

*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

County of Riverside

On \_\_\_\_\_, 2018, 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.

\_\_\_\_\_  
Notary Public (Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LEASE PARCEL PORTION OF APN 507-100-042 (FORMERLY KNOWN AS APN 507-100-040)

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT 01-01 APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED AS INSTRUMENT NO. 2001-168548, APRIL 20, 2001, O.R., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 89°40'34" WEST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO BEING THE CENTERLINE OF VISTA CHINO ROAD, A DISTANCE OF 345.00 FEET;

THENCE SOUTH 00°21'49" WEST AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 OF LLA 01-01, ALSO BEING THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP IN THE CITY OF PALM SPRINGS AS SHOWN ON PARCEL MAP ON FILE IN BOOK 17 AT PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS;

THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 325.69 FEET TO THE TRUE POINT OF BEGINNING;

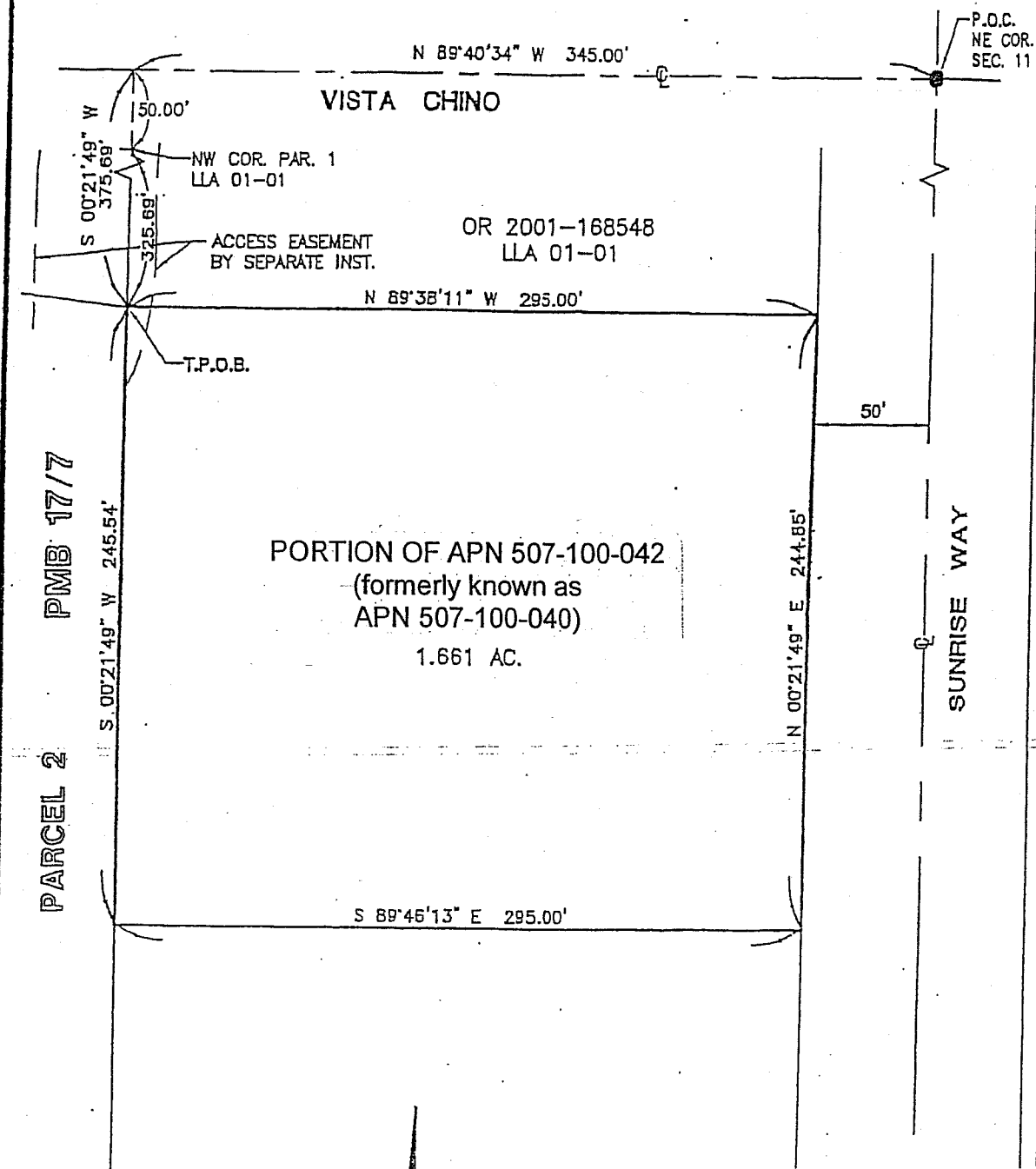
THENCE CONTINUING SOUTH 00°21'49" WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 254.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°46'13" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUNRISE WAY;

THENCE NORTH 00°21'49" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.85 FEET;

# EXHIBIT

SHEET 1 OF 1



1" = 60'

IN THE CITY OF PALM SPRINGS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
PORTION OF THE NE 1/4 OF THE NE 1/4  
SEC. 11, T.4 S., R.4 E., S.B.M.



**MSA CONSULTING, INC.**  
MAINIRO, SMITH & ASSOCIATES, INC.  
PLANNING \* CIVIL ENGINEERING \* LAND SURVEYING  
34200 BOB HOPE DRIVE \* RANCHO MIRAGE \* CA 92270  
TELEPHONE (760) 320-9811 \* FAX (760) 323-7893

J.N. 1622



## GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("**Assignment**") is executed as of the Closing Date defined below, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**County**" or "**Seller**"), and DESERT AIDS PROJECT, a nonprofit public benefit corporation ("**DAP**" or "**Buyer**").

### RECITALS

**A.** County/Seller and DAP/Buyer entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of February 27, 2018, which is incorporated herein by this reference ("**Purchase and Sale Agreement**"), pursuant to which County agreed, among other things, to sell to DAP, and DAP agreed to purchase from County, an approximately 22,000 square foot Medical Health Clinic Building and associated improvements which are located at 1515 North Sunrise Way, Palm Springs CA 92262 (collectively, the "**Building Improvements**"), and which Building Improvements are owned by County and are situated on land leased by County from DAP.

**B.** Pursuant to the Purchase and Sale Agreement, County desires to assign and transfer to DAP, and DAP desires to accept the transfer and assignment from County, of all of County's interest (to the extent County has any such interest) in any and all plans, specifications, permits, land use entitlements, and warranties for the Building Improvements and/or any systems, tenant improvements, equipment and facilities that are part of the Building Improvements, all on the terms and conditions set forth below. This Assignment shall be effective as of the date of the close of escrow under the Purchase and Sale Agreement ("**Closing Date**").

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1. General Assignment.** County hereby assigns, sells, transfers and conveys to DAP all of County's right, title and interest (to the extent County has any such interest) in any and all plans, specifications, permits, land use entitlements, and warranties for the Building Improvements and/or any systems, tenant improvements, equipment and facilities that are part of the Building Improvements, and DAP hereby accepts such assignment, on an AS-IS, WHERE-IS, with all faults basis, without representation or warranty (except for any representations made by County in the Purchase and Sale Agreement).

### **2. Miscellaneous.**

**2.1 Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

**2.2 Partial Invalidity.** If any term or provision of this Assignment shall be deemed to be invalid or unenforceable to any extent, the remainder of this Assignment will not be affected thereby and each remaining term and provision of this Assignment will be valid and be enforced to the fullest extent permitted by law.

2/12/18

2.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

2.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Assignment without the express written consent of the other party. This Assignment is for the benefit of, and is binding on, the parties and their successors and permitted assigns.

2.5 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

2.6 Governing Law. The parties hereto expressly agree that this Assignment will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Assignment shall be in the County of Riverside.

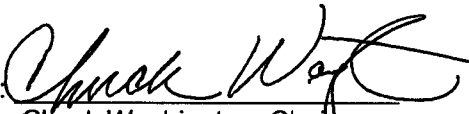
2.7 No Recordation. Neither this Assignment nor any memorandum or other document relating to this Assignment shall be recorded without the prior written consent of Seller and Buyer.


(SIGNATURES PROVISION ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment as of the date and year set forth below.

SELLER:  
COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

BUYER:  
DESERT AIDS PROJECT, a nonprofit  
public benefit corporation

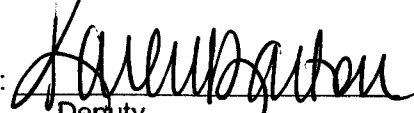
By:   
Chuck Washington, Chairman  
Board of Supervisors

By:   
David Brinkman, Chief Executive  
Officer

Date: FEB 27 2018

Date: 2/21/18

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

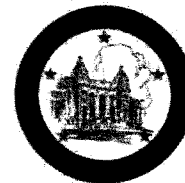
By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
SYNTHIA M. GUNZEL  
Deputy County Counsel

2/12/18

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



ITEM  
3.13  
(ID # 6026)

**MEETING DATE:**

Tuesday, January 9, 2018

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2018-004, Notice of Intention to Sell Real Property located in the City of Palm Springs, County of Riverside, State of California, District 4, [\$0] (Clerk to Post Notice of Intention) (Set for Public Meeting on or after February 6, 2018 @ 9:00 a.m.)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Adopt Resolution No. 2018-004 Notice of Intention to Sell Real Property located in the City of Palm Springs, County of Riverside, State of California, portion of Assessor's Parcel Number 507-100-042; and
2. Authorize and direct the Clerk of the Board to give notice pursuant to Sections 6063 of the Government Code.

**ACTION:** 4/5 Vote Required, Policy, Set for Meeting

Robert Field, Assistant County Executive Officer/EDA

12/19/2017

Jennifer Cruikshank, Interim Executive Officer - Health System

12/21/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after February 6, 2018 at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Tavaglione, Washington and Perez  
Nays: None  
Absent: Ashley  
Date: January 9, 2018  
xc: EDA, CØB

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2017/18

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Desert Aids Project, a nonprofit benefit corporation (DAP) owns approximately 3.9 acres of land, situated on the southwest corner of N. Sunrise Blvd and E. Vista Chino in the City of Palm Springs, California, identified by Assessor's Parcel Number 507-100-042 ("Property"). DAP operates a health clinic on the Property for those living with, affected by, or at-risk for HIV or AIDS.

The County of Riverside (County) constructed the Palm Springs Family Care Clinic (County Clinic) located at 1515 N. Sunrise Way, Palm Springs, State of California on a portion of the Property, owned by DAP and adjacent to DAP's health clinic. The County and DAP entered into that certain Ground Lease dated May 2, 2007 and construction of the County Clinic was completed on April 21, 2008.

The County Clinic, which is operated by Riverside University Health System (RUHS), consists of an approximately 22,000 square foot building (Building) and includes patient registration, administrative offices, waiting and exam rooms, classrooms, and offices for the Women, Infants and Children (WIC) programs. Services also include primary medical and traditional public health services. Concurrently with consummation of the Purchase and Sales of the Building and all the appurtenances thereto, the Ground Lease will be terminated. A new lease will be entered into between the parties for the County to occupy until a replacement location for the County Clinic is secured.

On February 18, 2016, DAP and County entered into a Revenue Lease, in which DAP leases approximately 5,000 square feet in the County Clinic to expand and meet DAP's growing needs for administrative and healthcare space. DAP desires to further expand its administrative and healthcare space to meet its growing needs and has determined that acquiring the County Clinic would best serve its needs for space. DAP has also acquired property adjacent to the County Clinic and is working with Riverside County Housing Authority to pursue an affordable housing project that will be used in conjunction with the County Clinic and the existing Housing Authority parking lot to provide increased service to the community.

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

DAP recently submitted an offer to the County for Five Million Two Hundred Thousand (\$5,200,000) to purchase the County Clinic improvements and the offer is above the recently appraised fair market value for the County improvements that reside on DAP land. RUHS is agreeable to the sale of the existing County Clinic and desires to construct a new replacement clinic facility that will expand services and integrates the department's new model, Patient Aligned Care Team Design (PACT). PACT improves healthcare delivery and expands services offered to the public. PACT also delivers those same services in a more efficient and cost effective manner.

If the sale is approved through this action, the County will lease the County Clinic back from DAP for up to three years, at the cost of operations, and to continue use of the County Clinic while the replacement healthcare facility is planned and constructed. The proceeds of this sale of the County Clinic will be used to offset the long term lease costs of the replacement facility. RUHS will move an In-Principle Form 11 to the Board in the near future and in order to begin pursuit of the replacement healthcare facility through EDA.

Resolution No. 2018-004 has been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

This transaction will benefit the community as a whole as the County relocates a clinic in the Coachella Valley under the improved RUHS PACT model. The transaction also helps to increase quality of healthcare services provided by DAP and will also result in a future DAP affordable housing project. This coordinated effort between community partners will increase healthcare availability for the entire region.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

RUHS will reimburse the Real Estate Division of the Economic Development Agency ("EDA") for any and all costs associated with this real estate transaction. Costs will be defined in the upcoming Authorization to Sell. The revenue generated through the sale of the County Clinic will be allocated towards the replacement clinic project as per bond covenants and restrictions on use of proceeds of this sale.

Attachments:

- Aerial Image
- Resolution No. 2018-004

RF:HM:VC:VY:CAO:ra 270FM 19.563 13744  
MinuteTrak 6026

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

  
Kertini Tsakka, Principal Management Analyst 1/2/2018

  
Gregory P. Priamos, Director County Counsel 12/21/2017



OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

**KECIA HARPER-IHEM**  
Clerk of the Board of Supervisors

**KIMBERLY A. RECTOR**  
Assistant Clerk of the Board

January 10, 2018

THE DESERT SUN  
ATTN: LEGALS  
P.O. BOX 2734  
PALM SPRINGS, CA 92263

TEL: (760) 778-4578  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2018-004 Notice of Intention to  
Sell Real Property in the City of Palm Springs**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on:

**SUNDAY – January 14, 2018**  
**SUNDAY – January 21, 2018**  
**SUNDAY – January 28, 2018**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN  
FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD



**Gil, Cecilia**

---

**From:** GRSC-West-Legals mbx <GRSC-West-Legals@gannett.com>  
**Sent:** Wednesday, January 10, 2018 9:17 AM  
**To:** Gil, Cecilia  
**Cc:** Barton, Karen  
**Subject:** RE: 2657037 FOR PUBLICATION: Res. 2018-004  
**Attachments:** 2657037.pdf

Good Morning,

This notice is scheduled to publish in the Desert Sun on January 14, 21, & 28. The total cost is \$2,356.20 and a proof is attached. An affidavit will be sent after publication.

Thank you!

**Brittany Grady**  
Admin Support Specialist-Legals

**Desert Sun.**

PART OF THE USA TODAY NETWORK

[legals@thedesertsun.com](mailto:legals@thedesertsun.com)  
760-322-2222 option 3  
[desertsun.com](http://desertsun.com)

---

**From:** Gil, Cecilia [mailto:CCGIL@RIVCO.ORG]  
**Sent:** Tuesday, January 09, 2018 5:54 PM  
**To:** Email, TDS-Legals  
**Cc:** Barton, Karen  
**Subject:** 2657037 FOR PUBLICATION: Res. 2018-004

Good afternoon,

Notice of Public Meeting, for publication on Jan. 14, Jan. 21 and Jan. 28, 2018. Please confirm. THANK YOU!

NOTE: Please insert the exhibit before the ROLL CALL.

*Cecilia Gil*

Board Assistant  
Clerk of the Board of Supervisors  
4080 Lemon St., 1st Floor, Room 127  
Riverside, CA 92501  
(951) 955-8464 Mail Stop# 1010

**NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF  
THE COUNTY OF RIVERSIDE**

**Resolution Number 2018-004**

**Notice of Intention to Sell Real Property located in the City of Palm Springs,  
County of Riverside, State of California  
(Portion of Assessor's Parcel Number 507-100-042)**

WHEREAS, Desert Aids Project, a nonprofit benefit corporation ("DAP") owns approximately 3.9 acres of land, situated on the southwest corner of N. Sunrise Blvd and E. Vista Chino in the City of Palm Springs, California, identified by Assessor's Parcel Number 507-100-042 ("Property"). DAP operates a health clinic on the Property for those living with, affected by, or at-risk for HIV or AIDS; and

WHEREAS, the County of Riverside ("County") constructed the Palm Springs Family Care Clinic ("County Clinic") located at 1515 N. Sunrise Way, Palm Springs, State of California, on a portion of the Property, consisting of an approximately 22,000 square foot building ("Building"); and

WHEREAS, the County Clinic is operated by Riverside University Health System ("RUHS"), and includes patient registration, administrative offices, waiting and exam rooms, classrooms, and offices for the Women, Infants and Children (WIC) programs. Services also include primary medical and traditional public health services; and

WHEREAS, the County and DAP entered into that certain Ground Lease dated May 2, 2007 and construction of the County Clinic was completed on April 21, 2008; and

WHEREAS, On February 18, 2016, DAP and County entered into a Revenue Lease, in which DAP leases 3,950 square feet of office space and 1,557 square feet of common area in the County Clinic to expand and meet DAP's needs for administrative facilities. DAP desires to further expand its administrative facilities to meet its growing needs and has determined that acquiring the Building would best serve the need for these expanded facilities. DAP has also acquired property adjacent to the Building and is working with Riverside County Housing Authority to pursue an affordable housing project that will be used in conjunction with the Building and existing Housing Authority parking lot to provide increased service to this community; and

WHEREAS, the County and DAP will terminate the Ground Lease in conjunction with the consummation of the sale of the Building; and

WHEREAS, DAP submitted an offer to the County for Five Million Two Hundred Thousand (\$5,200,000) to purchase the Building and all the appurtenances thereto, and which is slightly above the recently appraised fair market value for the property; and

WHEREAS, the County will lease the Building back from DAP for up to three (3) years at the cost of operation to continue operations while County Clinic is relocated to a new location; and

WHEREAS, RUHS desires to construct a new clinic facility that will expand services and integrates the department's new model, Patient Aligned Care Team Design ("PACT"); and

WHEREAS, PACT increases service to the public and also delivers those same services in a more efficient and effective manner; now, therefore,

**BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Supervisors of the County of Riverside in regular session assembled on January 9, 2018, and **NOTICE IS HEREBY GIVEN**, pursuant to Section 25350 of the Government Code, that this Board, at its public meeting on or after **February 6, 2018, at 9:00 a.m. or soon thereafter**, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative County Clinic, 4080 Lemon Street, Riverside, California, intends to authorize the sale of the Building and all the appurtenances thereto, on a portion of property located in the City of Palm Springs, County of Riverside, State of California, identified with a portion of Assessor's Parcel Number 507-100-042, consisting of an approximately 22,000 square foot building and improvements on 1.661 acres of land particularly described in Exhibit "A" Legal Description, to the Desert Aids Project, a nonprofit benefit corporation, in the amount not to exceed Five Million Two Hundred Thousand Dollars (\$5,200,000), pursuant to terms and conditions in an Agreement of Purchase and Sale to be negotiated between the County and DAP.

**BE IT FURTHER RESOLVED AND DETERMINED** that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LEASE PARCEL PORTION OF APN 507-100-042 (FORMERLY KNOWN AS APN 507-100-040)

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT 01-01 APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED AS INSTRUMENT NO. 2001-168548, APRIL 20, 2001, O.R., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH  $89^{\circ}40'34''$  WEST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO BEING THE CENTERLINE OF VISTA CHINO ROAD, A DISTANCE OF 345.00 FEET;

THENCE SOUTH  $00^{\circ}21'49''$  WEST AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 OF LLA 01-01, ALSO BEING THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP IN THE CITY OF PALM SPRINGS AS SHOWN ON PARCEL MAP ON FILE IN BOOK 17 AT PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS;

THENCE CONTINUING SOUTH  $00^{\circ}21'49''$  WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 325.69 FEET TO THE TRUE POINT OF BEGINNING;

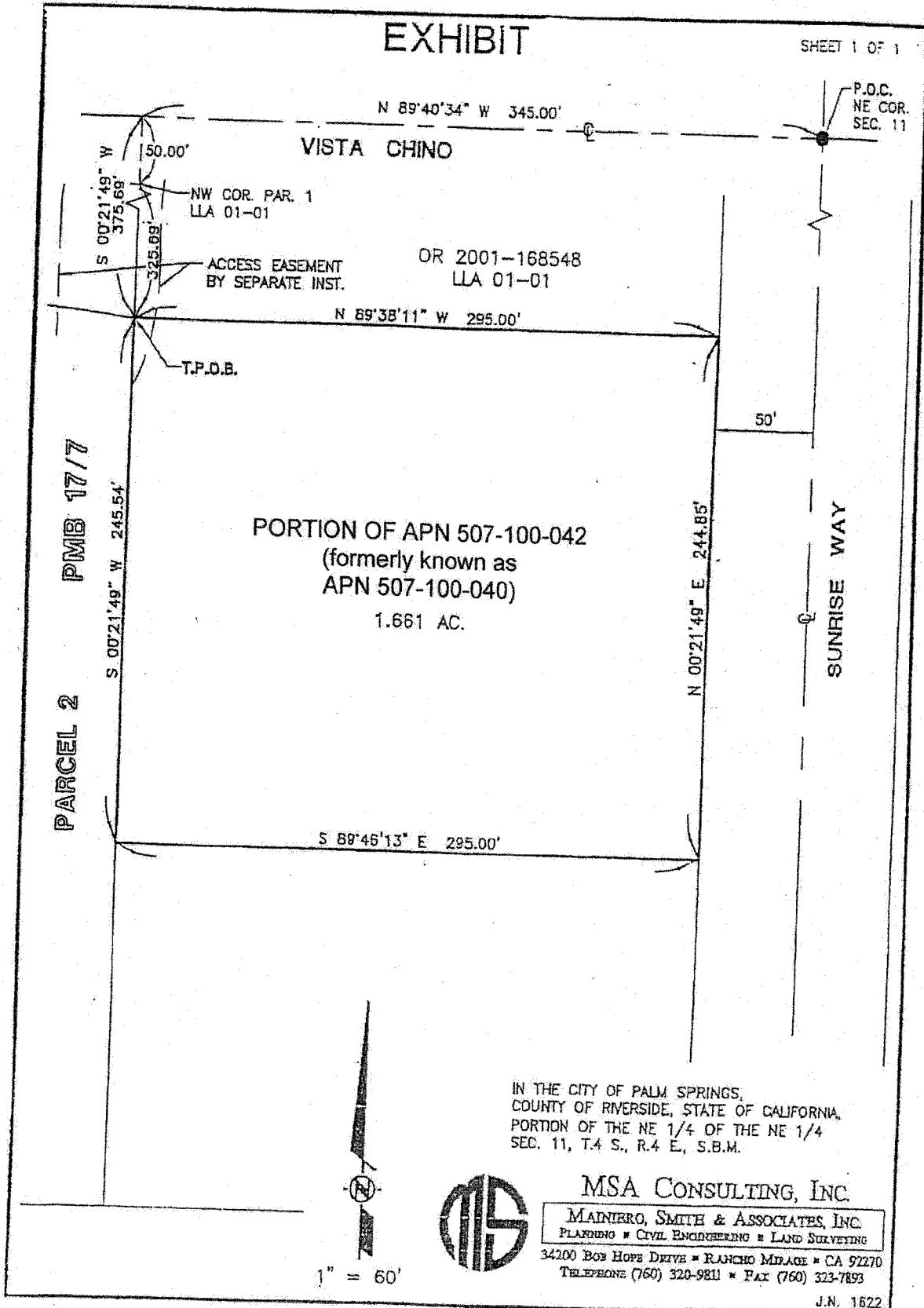
THENCE CONTINUING SOUTH  $00^{\circ}21'49''$  WEST ALONG SAID PARALLEL LINE AND THE WESTERLY LINE OF SAID PARCEL 1 OF LLA 01-01, A DISTANCE OF 254.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH  $89^{\circ}46'13''$  EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUNRISE WAY;

THENCE NORTH  $00^{\circ}21'49''$  EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.85 FEET;

# EXHIBIT

SHEET 1 OF 1



OR 2001-168548  
LLA 01-01

PORTION OF APN 507-100-042  
(formerly known as  
APN 507-100-040)  
1.661 AC.

IN THE CITY OF PALM SPRINGS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
PORTION OF THE NE 1/4 OF THE NE 1/4  
SEC. 11, T.4 S., R.4 E., S.B.M.

MSA CONSULTING, INC.

MAINIERO, SMITH & ASSOCIATES, INC.  
PLANNING • CIVIL ENGINEERING • LAND SURVEYING  
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