

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



ITEM  
3.8  
(ID # 6530)

**MEETING DATE:**

Tuesday, April 10, 2018

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

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of First Amendment to Lease with CP Perris MH, LLC, Riverside University Health System - Behavioral Health, Perris, 30 Year Lease, CEQA Exempt, District 5, [\$0] (Clerk to File Notice of Exemption)

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), "Common Sense" exemptions;
2. Approve the attached First Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval by the Board.

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/EDA

3/28/2018

Steve Steinberg

3/28/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: April 10, 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**

<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>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2017/18- 2047/48</b>	

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

**BACKGROUND:**

**Summary**

The County of Riverside (County) and CP Perris MH, LLC (Lessor), a California limited liability company, entered into a lease agreement on August 23, 2016 (Lease) for the purpose of providing office space for the Riverside University Health System – Behavioral Health. The leased facility is located at 450 E. San Jacinto Avenue, Perris, California. To facilitate the refinancing of this property, Lessor has requested a First Amendment to Lease to assist the Lessor in obtaining funding for the loan.

Among other things, as part of the First Amendment to Lease, Lessor has requested revisions to Exhibit H of the Lease, which is the Subordination, Non-Disturbance and Attornment Agreement (SNDA). According to the Lease, upon Lessor's written request, the County must execute the SNDA to evidence or confirm the subordination or inferiority of the Lease to the lien of any mortgage, deed of trust or other encumbrance of the Premises or any renewal, extension, modification, replacement thereof. Under the revised SNDA, the County agrees to subordinate its leasehold estate to the liens in favor of the Lender, which will have no effect on prospective rights and obligations of County or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor becomes the Landlord, the County will recognize (attorn) to the Lender or its successor as Landlord and the County's rights and obligations shall remain the same (non-disturbed) as set forth in the Lease for the remainder of the lease term, and the Lender will be bound to essential provisions in the Lease as follows:

- (a) In the event Lender fails to comply with their obligations to County, Lender must allow County to perform obligations of Lender and to allow County to deduct any cost to perform obligations from the monthly rent;
- (b) In the event Lender fails to perform maintenance and/or custodial obligations, Lender must allow County to perform the maintenance and/or custodial obligation, and allow County to deduct any cost to perform obligations from the monthly rent.

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

(c) Lender will be required to comply with all of the terms, except for any future proposed lease amendments to reduce the term of the lease or to reduce the monthly rent.

As part of Lessor's refinancing of its property, it is expected that Lessor shall request the County to sign the revised SNDA once additional information is obtained, namely, the dates for recordation of the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement that are associated with the loan that the lender shall make to Lessor. Said dates are necessary to fill in and complete the SNDA. Said SNDA with Lessor and Lessor's lender shall be brought to the Board for approval and signature by the Chairman when ready.

County Counsel has approved the First Amendment as to legal form.

**Impact on Citizens and Businesses**

The staff at this facility will provide important mental health services for the residents and community of Perris. This facility will provide a positive economic impact to this area's residents and businesses. The RUHS Behavioral Health Clinic is conveniently located close to public transportation for ease of access.

**Contract History and Price Reasonableness**

The lease rate is deemed competitive based upon the current market.

**Fiscal Information**

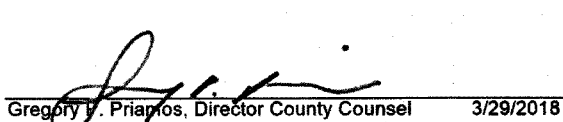
The RUHS- BH has budgeted these costs in FY 2017/18-2047/48 and will reimburse Economic Development Agency for all lease costs on a monthly basis.

**Attachments:**

- First Amendment to Lease

RF:HM:VY:MH:ra 012MH 19.268 13691  
MinuteTrak: 6530

  
Rohini Basana, Principal Management Analyst 4/2/2018

  
Gregory P. Priamos, Director County Counsel 3/29/2018

1 **FIRST AMENDMENT TO LEASE**

2 (Riverside University Health Systems – Behavioral Health Clinic,  
3 450 E. San Jacinto Avenue, Perris, California)  
4

5 This **FIRST AMENDMENT TO LEASE** ("First Amendment") is made as of  
6 April 10, 2018, by and between the **COUNTY OF RIVERSIDE**, a political  
7 subdivision of the State of California ("County"), as Lessee, and **CP PERRIS MH, LLC**,  
8 a California limited liability company ("Lessor") and, sometimes collectively referred to  
9 as the "Parties".

10 **RECITALS**

11 **A.** Lessor and County entered into that certain Lease dated August 23,  
12 2016, ("Original Lease") pursuant to which Lessor has agreed to lease to County and  
13 County has agreed to lease from Lessor that certain building located at 450 E. San  
14 Jacinto Avenue, Perris, California, as more particularly described in the Original Lease.

15 **B.** County and Lessor desire to further amend the Original Lease as outlined  
16 below.

17 **NOW, THEREFORE**, for good and valuable consideration the receipt and  
18 adequacy of which is hereby acknowledged, the Parties agree as follows:

19 **1. Delay in Delivery of Premises.** Section 4.3 of the Original Lease is  
20 hereby deleted and replaced with the following:

21 **"Section 4.3 Delay in Delivery of Premises.**

22 **4.3.1 Inside Date.** If the Original Term of this Lease has not commenced  
23 by the Inside Date, (the "Inside Date" as defined in Section 4.3.3 below), County may,  
24 at its sole option, deduct from any rents that may become due hereunder the sum of  
25 one day's rent (based on 1/30th of the initial month's rent to be paid including  
26 expenses) for each day the Premises are not substantially complete and available for  
27 occupancy as per Section 6 of Exhibit "B" to the Lease, as liquidated damages for  
28 failure of Lessor to provide occupancy in a timely manner as prescribed hereunder;

APR 10 2018 3.8

1           **4.3.2 Outside Date.** If the Original Term of this Lease has not  
2 commenced by the Outside Date (the "Outside Date" as defined in Section 4.3.3  
3 below), County may, at its sole option, cancel this Lease and Lessor hereby waives  
4 any and all rights that it may have against County for any costs, expenses, and/or  
5 charges that Lessor may have incurred as a result of preparing the Premises for  
6 occupancy. Added to each of the above time periods shall be any days the County  
delays the completion of the project counted from March 1, 2018.

7           **4.3.3 Definitions.** For purposes of this First Amendment, the Inside Date  
8 shall be April 30, 2019 and the Outside Date shall be June 30, 2019.

9           **4.3.4 Extensions.** Notwithstanding the foregoing, each of the above time  
10 periods shall be extended by one (1) day for each one (1) day that any delays are  
11 caused by the County or any County Parties (defined below), or Force Majeure Delays  
12 (as defined in Section 20.21 hereof)."

13           **2. Effective Date of Original Lease.** The Original Lease shall be deemed  
14 binding and effective on August 23, 2016, the date on which it was approved and  
15 executed by the Chairman of the Board of Supervisors for the County of Riverside,  
16 California.

17           **3. Base Rent.** The words "or as soon thereafter as a warrant can be  
18 issued in the normal course of County's business" shall be deleted from Section 5.1 of  
19 the Original Lease.

20           **4. Pro-Rata Share.** For all purposes under the Original Lease, "Pro-Rata  
21 Share" shall mean 100%.

22           **5. Lease Payment Default Prior to Purchase.** County shall be required to  
23 cure any payment default by County under the Original Lease prior to closing the  
24 purchase of the property in connection with the County's Option to Purchase in Section  
25 6 of the Original Lease.

26           **6. California Environmental Quality Act.** With reference to Section  
27 7.2, Lessor hereby certifies the project to develop the Premises has received its  
28

1 California Environmental Quality Act (CEQA) compliance approval and land use  
2 permits from the jurisdiction (City of Perris) as evidenced by the City of Perris Planning  
3 Commission's certification of the Mitigated Negative Declaration and approval of the  
4 Conditional Use Permit (CUP 15-05189) at its July 19<sup>th</sup>, 2017 meeting.

5 **7. Hazardous Substances.** The following language shall be inserted at the  
6 end of Section 7.5 of the Original Lease:

7 "If any claim is ever made against Lessor relating to Hazardous  
8 Substances present at or around the Premises which are introduced by County, its  
9 agents or employees, all costs of removal incurred by, all liability imposed upon, or  
10 damages suffered by Lessor because of the same shall be borne by County, and  
11 County hereby indemnifies and agrees to be responsible for and defend and hold  
12 Lessor harmless from and against all such costs, losses, liabilities and damages,  
13 including, without limitation, all third-party claims (including sums paid in settlement  
14 thereof, with or without legal proceedings) for personal injury or property damage and  
15 other claims, actions, administrative proceedings, judgments, compensatory and  
16 punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and  
17 expenses (through all levels of proceedings), consultants or experts fees and costs  
18 incurred in enforcing this indemnity. The representation, warranty and indemnity of  
19 County described in this Paragraph shall survive the termination or expiration of this  
20 Lease."

21 **8. Indemnification and Hold Harmless.** Section 12.2 of the Original Lease  
22 shall be amended and restated in its entirety as follows:

23 **"12.2 Indemnification and Hold Harmless.**

24 **12.2.1.** Lessor shall indemnify and hold harmless the County  
25 Parties from any liability, including, but not limited to, property damage, bodily damage,  
26 bodily injury, or death arising from any services provided by Lessor Parties or any act,  
27 error, omission, of Lessor Parties or of any invitee, guest, or licensee of Lessor in, on,  
28 or about the Premises arising out of, from or in any way relating to Lessor's breach of

1 this Lease, or the gross negligence or willful misconduct of Lessor Parties. Lessor  
2 Parties shall not indemnify County or County Parties for liability arising out of County's  
3 or County Parties' breach of this Lease, gross negligence or willful misconduct. When  
4 indemnifying County Parties, Lessor shall defend, at its sole cost and expense,  
5 including but not limited to, reasonable attorney fees, cost of investigation, defense and  
6 settlements or awards, on behalf of the County Parties in any claim or action based  
7 upon such liability.

8 **12.2.2.** County shall indemnify and hold harmless the Lessor  
9 Parties from any liability, including, but not limited to, property damage, bodily injury, or  
10 death, arising out of or from County's breach of this Lease, or the gross negligence or  
11 willful misconduct of County or County Parties. County Parties shall not indemnify  
12 Lessor Parties for liability arising within the County leased Premises when such liability  
13 arose out of or from Lessor's responsibilities under the terms of this Lease or Lessor's,  
14 or Lessor Parties' gross negligence or willful misconduct. County shall defend at its  
15 sole cost and expense, including, but not limited to, reasonable attorney fees, cost of  
16 investigation, defense and settlement or awards, on behalf of the Lessor Parties in any  
17 claim or action based upon such liability.

18 **12.2.3.** With respect to any action or claim subject to  
19 indemnification herein, the indemnifying party shall, at their sole cost, have the right to  
20 use counsel of their choice and shall have the right to adjust, settle, or compromise any  
21 such action or claim without the prior consent of the indemnified party; provided,  
22 however, that any such adjustment, settlement or compromise in no manner  
23 whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as  
24 set forth herein.

25 **12.2.4.** The indemnifying party's obligation hereunder shall be  
26 satisfied when they have provided the indemnified party the appropriate form of  
27 dismissal relieving the indemnified party from any liability for the action or claim  
28 involved.

1           **12.2.5.**       The specified insurance limits required in this Lease shall in  
2 no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth  
3 herein.

4           **12.2.6.**       In the event there is conflict between this clause and  
5 California Civil Code Section 2782, this clause shall be interpreted to comply with Civil  
6 Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to  
7 provide indemnification to the fullest extent allowed by law.

8           **12.2.7.**       Survival of Indemnification. The paragraphs of this Section  
9 12.2 shall survive the expiration or earlier termination of this Lease until all claims  
10 against County Parties involving any of the indemnified matters are fully, finally, and  
11 absolutely barred by the applicable statutes of limitations."

12           **9. Events of Default.** A new Section 17.4 is hereby added to the Original  
13 Lease as follows:

14           **"17.4 Events of Default.** The occurrence of any of the following shall  
15 constitute a default by County:

16           (i) abandonment of the Premises;

17           (ii) failure of the County to make any payment of Rent or any other  
18 payment required of County under the terms of this Lease, as and when due, where  
19 such failure continues for a period of five (5) calendar days after written notice thereof  
20 to County;

21           (iii) failure by County to observe or perform any covenant, condition or  
22 provision of this Lease to be observed or performed by County, other than described in  
23 subparagraphs (i) and (ii) above, where such failure continues for a period of thirty (30)  
24 business days after written notice thereof to County; provided, however, if the breach is  
25 curable, and is such that more than thirty (30) business days are reasonably required  
26 for its cure, then County shall not be considered in default if County promptly  
27 commences curing such breach and diligently prosecutes such cure to completion;

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1 (iv) making by County of any general assignment, or general  
2 arrangement, for the benefit of creditors; or the filing by, or against, County of a petition  
3 for reorganization or arrangement under any law relating to bankruptcy (unless, in the  
4 case of a petition filed against County, the petition is dismissed within sixty (60) days;  
5 or the appointment of a trustee or receiver to take possession of substantially all of  
6 County's assets located at the Premises or of County's interest in this Lease, where  
7 possession is not restored to County within thirty (30) days; or the attachment,  
8 execution or other judicial seizure of substantially all of County's assets located on the  
9 Premises or of County's interest in this Lease, where such seizure is not discharged  
10 within thirty (30) days.

11 (v) Failure by County to comply with the limitations on use of the  
12 Premises as set forth in Section 3 hereof.

13 **17.4.1 Notice of Default.** Notices given under this Section 17.4 shall  
14 specify the alleged breach of Lease and the applicable Lease provisions allegedly so  
15 breached and shall demand, that County perform the applicable Lease provisions or  
16 pay the Rent in arrears, as the case may be, within the applicable period of time, or  
17 surrender the Premises. No such notice shall be considered a declaration of forfeiture  
18 or termination of the Lease unless the Lessor so elects in the notice.

19 **17.4.2 Cure by County, Lessor Remedies.** In the event County fails to  
20 perform, keep or observe any of its duties or obligations hereunder; provided, however,  
21 that County shall have thirty (30) days in which to correct its breach or default after  
22 written notice thereof has been served on it by Lessor, and provided, further, however,  
23 that in the event such breach or default is not corrected within thirty (30) days, and  
24 Lessor provides fifteen (15) days' notice to County that it intends to exercise Lessor's  
25 Remedies, Lessor may at any time thereafter, and without limiting Lessor in the  
26 exercise of any additional rights or remedies:

27 (i) Exercise the remedies described in California Civil Code Section  
28 1951.2, including, without limitation, the right to recover the worth at the time of award

1 of the amount by which the unpaid rent for the balance of the Term after the time of  
2 award exceeds the amount of such rental loss for the same period that County proves  
3 could be reasonably avoided, as computed pursuant to subdivision (b) of said Section  
4 1951.2; and/or

5 (ii) Exercise the remedies described in California Civil Code Section  
6 1951.4, including, without limitation, the right to collect, by suit or otherwise, each  
7 installment of rent or other sums that become due hereunder, or to enforce, by suit or  
8 otherwise, performance or observance of any agreement, covenant or condition hereof  
9 on the part of County to be performed or observed; and/or

10 (iii) Exercise any other rights or remedies, in law or in equity, available  
11 to Lessor.”

12 **10. Force Majeure.** A new Section 20.20 is hereby added to the Original  
13 Lease as follows:

14 **“20.20 Force Majeure.** If either party hereto shall be delayed or hindered  
15 in or prevented from the performance of any act required hereunder by reason of  
16 strikes, lock-outs, labor troubles, inability to procure materials, failure of power,  
17 governmental moratorium or other governmental action or inaction (including, without  
18 limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations),  
19 injunction or court order, riots, insurrection, war, terrorism, bioterrorism, fire,  
20 earthquake, inclement weather including rain, flood or other natural disaster or other  
21 reason of a like nature not the fault of the party delaying in performing work or doing  
22 acts required under the terms of this Lease (but excluding delays due to financial  
23 inability) (herein, “Force Majeure Delay(s)”), then performance of such act shall be  
24 excused for the period of such Force Majeure Delay and the period for the performance  
25 of any such act shall be extended for a period equivalent to the period of such delay.  
26 The provisions of this Section 20.20 shall not apply to nor operate to excuse County  
27 from the payment of rent or any other payments strictly in accordance with the terms of  
28 this Lease.”

1           **11. Land Purchase.** The Lessor has purchased the land described herein  
2 and County confirms that Section 19 of the Original Lease has been satisfied and the  
3 County has not terminated or canceled the Original Lease in accordance with this  
4 Section 19 of the Original Lease and no longer has any right to terminate or cancel the  
5 Original Lease in accordance with Section 19 of the Original Lease.

6           **12. Estoppel Certificate/SNDA.** The form of Estoppel Certificate  
7 attached as Exhibit G to the Original Lease is hereby deleted and replaced by the form  
8 of Estoppel Certificate attached hereto as **Exhibit A**. The form of Subordination, Non-  
9 Disturbance and Attornment Agreement attached as Exhibit H to the Original Lease is  
10 hereby deleted and replaced by the form of Subordination, Non-Disturbance and  
11 Attornment Agreement, attached hereto as **Exhibit B**.

12           **13. First Amendment to Prevail.** The provisions of this First Amendment  
13 shall prevail over any inconsistency or conflicting provisions of the Original Lease, and  
14 shall supplement the remaining provisions thereof. Unless defined herein or the  
15 context requires otherwise, all capitalized terms herein shall have the meaning defined  
16 in the Original Lease.

17           **14. Miscellaneous.** Except as amended or modified herein, all the terms of  
18 the Original Lease shall remain in full force and effect and shall apply with the same  
19 force and effect. If any provisions of this First Amendment or the Original Lease shall  
20 be determined to be illegal or unenforceable, such determination shall not affect any  
21 other provision of the Original Lease and all such other provisions shall remain in full  
22 force and effect. The language in all parts of the Original Lease shall be construed  
23 according to its normal and usual meaning and not strictly for or against either Lessor  
24 or County. Neither this First Amendment, nor the Original Lease, nor any notice nor  
25 memorandum regarding the terms hereof, shall be recorded by County.


26           **15. Effective Date.** This First Amendment to Lease shall not be binding or  
27 effective until its approval by the County's Board of Supervisors and fully executed by  
28 the Parties, which date shall be deemed to be April 10, 2018.

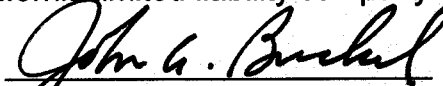
1 COUNTY:

LESSOR:

2 COUNTY OF RIVERSIDE, a political  
3 Subdivision of the State of California

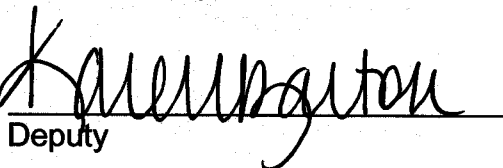
CP PERRIS MH, LLC, a  
California limited liability company

4 By:   
5 Chuck Washington, Chairman  
6 Board of Supervisors

By:   
John A. Buckel, Manager

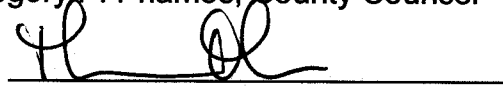
7 ATTEST:

8 Kecia Harper-Ihem  
9 Clerk of the Board

10  
11 By:   
12 Deputy

13 APPROVED AS TO FORM:

14 Gregory P. Priamos, County Counsel

15  
16 By:   
17 Thomas Oh  
18 Deputy County Counsel

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**Exhibit A**  
**Estoppel Certificate**  
**[attached on following page]**

## ESTOPPEL CERTIFICATE

1. The County of Riverside, as Tenant, or County, and CP PERRIS MH, LLC, a California limited liability company, as lessor (the "Lessor"), entered into a written Lease dated August 23, 2016 in which Lessor leased to County and County leased from Lessor that certain Premises consisting of approximately 35,740 square feet of office space located at 450 E. San Jacinto Avenue, Perris, California. The lease, as amended is referred to in this Certificate as the Lease.
2. The Lease has not been amended, modified, nor supplemented, except for the First Amendment approved by the Riverside County Board of Supervisors at their meeting on April 10, 2018.
3. [County has paid rent through XXX. The next payment of Rent is due on [XXX]. The monthly rent is XXX. County has not paid Lessor a security deposit.]<sup>1</sup>
4. Under the Lease, the term began on XXX, and the expiration date of the Lease is XXX.
5. The Lease provides for no option(s) to extend the term of the Lease.
6. There are no oral or written amendments, modifications, or supplements to the Lease except as previously stated in this Certificate. A true, correct, and complete copy of the Lease, including all amendments, is attached to this Certificate. The Lease is in full force and effect and represents the entire agreements between Lessor and the County pertaining to the Premises.
7. [All space and improvements leased by County have been completed and furnished in accordance with the provisions of the Lease, and County has accepted and taken possession of the Premises. All contributions required to be paid by Lessor to date for improvements to the Premises have been paid in full.]<sup>2</sup>
8. To the best of County's knowledge, County and Lessor, are not in full default in the performance of any of the terms and the provisions of the Lease.
9. The County has not assigned, transferred, or hypothecated the Lease or any interest in the Lease or subleased all or part of the Premises.
10. There are no setoffs or credits against Rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to County.
11. To the best of County's knowledge, there are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against either Lessor or County.

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<sup>1</sup> Post construction completion.

<sup>2</sup> Post construction completion.

12. The execution of this Certificate by Lessor and the County does not amend the Lease or waive any of Lessor's or County's rights under the Lease.
13. This Certificate is given to Wells Fargo Bank Northwest, National Association, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2018 (Perris, Riverside County) (the "**Lender**") with the understanding that as a lender or purchaser of the above described real property or assignee of either Lessor or Lender may rely on it in connection with either the assignment or acquisition of the above described real property or making a loan secured by the above described real property. Following that acquisition, assignment by Lessor or loan, County intends to keep the Lease full force and effect and shall bind and inure to the benefit of Lessor and its successor in interest.

COUNTY:

By: \_\_\_\_\_  
Robert Field  
Assistant County Executive Officer/EDA

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

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

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**Exhibit B**  
**Subordination, Non-Disturbance, and Attornment Agreement**  
**[attached on following page]**



RECORDED AT REQUEST OF  
AND WHEN RECORDED RETURN  
TO:

Greenberg Traurig, LLP  
77 West Wacker Drive  
Chicago, IL 60601

Attention: David J. LaSota

### SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance, and Attornment Agreement ("**Agreement**") is made as of \_\_\_\_\_, 2018 among Wells Fargo Bank Northwest, National Association, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2018 (Perris, Riverside County) ("**Lender**") having its address for notification at 299 S. Main Street, 5th Floor, Salt Lake City, Utah 84111 and the County of Riverside ("**County**"), a political subdivision of the State of California, by its authorized representative the Assistant County Executive Officer/EDA having its address for notification at 3403 Tenth Street, Suite 400, Riverside, California 92501 and CP Perris MH, LLC, a California limited liability company ("**Lessor**") having its address for notification at c/o Capital Partners Development Company, 2890 Kilgore Road, Suite 175, Rancho Cordova, CA 95670-6152.

#### Recitals:

A. Lender has agreed to make a loan to Lessor, to be secured by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated \_\_\_\_\_, 2018, and recorded on \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in the Official Records of Riverside County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the "**Mortgage**") encumbering Lessor's ownership interest in real property located in Perris, Riverside County, State of California. The legal description of the encumbered real property (the "**Mortgage Premises**") is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the "**Loan Documents**".

B. On August 23, 2016, County and Lessor entered into that certain Lease for the property at 450 E. San Jacinto Avenue, California (as amended, the "**Lease**"). The Lease creates a leasehold estate in favor of County for space (the "**Premises**") located on the Mortgage Premises.

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Leases and Rents dated \_\_\_\_\_, 2018, and recorded on \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in the Official Records of the County Recorder of Riverside County, California concerning all rents, issues and profits from the Mortgage Premises. This document, together with all amendments, renewals, modifications consolidations, replacements, substitutions and extensions, is hereafter referred to as the "**Assignment of Rents**".

To confirm their understanding concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, County and Lessor, intending to be legally bound, agree and covenant as follows:

1. **Representations and Warranties.** County warrants and represents that the Lease is in full force and effect and that, as of the date of this Agreement and to the best of County's knowledge, there is no default under the Lease by Lessor or County.

2. **County Subordination.**

2.1. Subject to the provisions of Section 3, the Loan Documents shall constitute a lien or charge on the Mortgage Premises that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of County under it; by this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of County under it, is subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender.

2.2. By executing this Agreement, County subordinates the Lease and County's interest under it to the lien right and security title, and terms of the Loan Documents, and to all advances or payments made, or to be made, under any Loan Document.

3. **Non-disturbance.**

3.1. Lender consents to the Lease.

3.2. Despite County's subordination under Section 2, County's peaceful and quiet possession of the Premises shall not be disturbed and County's rights and privileges under the Lease, including its right to early termination as set forth in Sections 13 and 14 of the Lease, its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and any extensions thereof, shall not be diminished by Lender's exercise of its rights or remedies under the Loan Documents, provided that County is not in default under this Lease.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease beyond any applicable cure or grace periods, has not terminated the Lease pursuant to Section 13 and 14 of the

Lease, nor surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to, and possession of, the Premises, Lender and County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

(a) The obligations and liabilities of Lender under a new lease shall be subject to the terms and conditions of this Agreement (including the provisions of Sections 5-7);

(b) Lender shall have no obligations or liabilities to County under any such new lease beyond those of Lessor as were contained in the Lease; and

(c) The expiration date of any new lease shall coincide with the original expiration date of the Lease.

3.4. County shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Loan Documents unless such joinder shall be legally required to perfect the foreclosure, trustee's sale, or other proceeding.

#### **4. Attornment.**

4.1. If Lender shall succeed to Lessor's interest in the Mortgage Premises by foreclosure of the Mortgage, by deed in lieu of foreclosure, or in any other manner, County shall be bound to Lender under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect, as if Lender were the Lessor under the Lease. County shall be deemed to have full and complete attornment to and to have established direct privity between County and:

- (a) Lender when in possession of the Mortgage Premises;
- (b) a receiver appointed in any action or proceeding to foreclose the Mortgage;
- (c) any party acquiring title to the Mortgage Premises; or
- (d) any successor to Lessor.

4.2. County's attornment is self-operating, and it shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease. Lender agrees to give County written notice if Lender has succeeded to the interest of the Lessor under the Lease. The terms of the Lease are incorporated into this Agreement by reference.

4.3. If the interests of Lessor under the Lease are transferred by foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to a party other than Lender (Transferee), in consideration of, and as condition precedent to, County's agreement to attorn to any such Transferee, Transferee shall be deemed to have assumed

all terms, covenants, and conditions of the Lease to be observed or performed by Lessor from the date on which the Transferee succeeds to Lessor's interests under the Lease.

5. **Lender as Lessor.** If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Lender's succession to the Lessor's interest under the Lease, have the same remedies against Lender for breach of the Lease that County would have had under the Lease against Lessor; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender, as successor to the Lessor's interest, shall not be:

(a) liable for any act or omission of the Lessor; provided that Lender may elect either to perform the pre-existing obligation or if the Lender does not elect to cure such act or omission then County may perform it and recover the cost out of the Rent;

(b) subject to any offsets or defenses expressly permitted under the Lease, including abatement rights which County might have had against Lessor which existed prior to the time Lender succeeded to the interest of Lessor, except for County's right to provide custodial service and make repairs and to reimbursement pursuant to Section 8 (Custodial Services) and Section 10 (Repairs and Maintenance) of the Lease;

(c) bound by any rent or additional rent that County might have paid for more than one month in advance to Lessor unless actually received by Lender;

(d) bound by any amendment to, or modification of, the Lease or by any waiver or forbearance on the part of any prior lessor (including Lessor) made or given after the date hereof, to the extent that such amendment, modification, waiver or forbearance would: (i) reduce the term of the Lease, (ii) reduce the rent or other monetary obligations of County specified therein or (iii) change a material provision of the Lease that would materially increase Lessor's obligation thereunder or materially decrease County's obligation thereunder, in each case, without the written consent of Lender, provided that with respect to any request by County for additional work or additional improvements to be made for which the County has agreed to pay or reimburse Lessor, such consent by Lender shall not be unreasonably withheld; or

(e) subject to the County's right to assert continuing claims, such as material interference with the County's use and enjoyment of the premises, against the Lender.

6. **Right To Cure.** County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the lease to cure the default, plus an additional thirty (30) days or ten (10) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

(a) Lender shall notify County of Lender's intent to effect its remedy;

(b) Lender initiates immediate steps to foreclose on or to recover possession of the Mortgage Premises;

(c) Lender initiates immediate legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises within the thirty (30) day period; and

(d) Lender prosecutes such proceedings and remedies with due diligence and continuity to completion.

7. **Assignment of Rents.** If Lessor defaults in its performance of the terms of the Loan Documents, County agrees to recognize the Assignment of Rents made by Lessor to Lender and shall pay to Lender, as assignee, from the time Lender gives County notice that Lessor is in default under the terms of the Loan Documents, the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Lender. Payments of rents to Lender by County under the assignment of rents and Lessor's default shall continue until the first of the following occurs:

(a) No further rent is due or payable under the Lease;

(b) Lender gives County notice that the Lessor's default under the Loan Documents has been cured and instructs County that the rents shall thereafter be payable to Lessor;

(c) The lien of the Mortgage has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives County notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Lessor's interests under the Lease, after which time the rents and other benefits due Lessor under the Lease shall be payable to the purchaser as the owner of the Mortgage Premises.

8. **County's Reliance.** When complying with the provisions of Section 7, County shall be entitled to rely on the notices given by Lender under Section 7, and Lessor agrees to release, relieve, and protect County from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of County's compliance with such notice.

Lessor and Lender acknowledges and agrees that County shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with Section 7 to the same extent as if such rents were paid directly to Lessor. Any dispute between Lender (or Lender's Transferee) and Lessor as to the existence of a default by Lessor under the terms of the Mortgage, the extent or nature of such default, or Lender's right to foreclosure of the Mortgage, shall be dealt with and adjusted solely between Lender (or Transferee) and Lessor, and County shall not be made a party to any such dispute (unless required by law).

9. **Lender's Status.** Nothing in this Agreement shall be construed to be an agreement by Lender to perform any covenant of the Lessor under the Lease unless and until it obtains title to the Mortgage Premises by power of sale, judicial foreclosure, or deed

in lieu of foreclosure, or obtains possession of the Mortgage Premises under the terms of the Loan Documents.

10. **Cancellation of Lease.** County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease.

11. **Special Covenants.** Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Mortgage Premises, County agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the Mortgage Premises to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.

12. **Transferee's Liability (Non-Recourse).** If a Transferee acquires title to the Mortgage Premises:

(a) County's recourse against Transferee for default under the Lease shall be limited to the Mortgage Premises or any sale, insurance, or condemnation proceeds from the Mortgage Premises;

(b) County shall look exclusively to Transferee's interests described in (a) above for the payment and discharge of any obligations imposed on Transferee under this Agreement or the Lease; and

(i) Transferee, its officers, directors, shareholders, agents, and employees are released and relieved of any personal liability under the Lease;

(ii) County shall look solely to the interests of Transferee set forth in (a) above, and

(iii) County shall not collect or attempt to collect any judgment out of any other assets, or from any general or limited partners or shareholders of Transferee.

13. **Transferee's Performance Obligations.** Subject to the limitations provided in Sections 11 and 12, if a Transferee acquires title to the Mortgage Premises, the Transferee shall perform and recognize all County improvement allowance provisions, all rent-free and rent rebate provisions, and all options and rights of offer, in addition to Lessor's other obligations under the Lease.

14. **Notice.** All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when:

(a) deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid); or

(b) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne.

Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Wells Fargo Bank Northwest, N.A., as Trustee  
299 S. Main Street, 5th Floor  
MAC: U1228-051  
Salt Lake City, Utah 84111  
Attn: Corporate Trust Services  
Telephone Number: (801) 246-6000

County:

Economic Development Agency  
3403 Tenth Street, Suite 400  
Riverside, CA 92501  
Attention: Deputy Director of Real Estate

If to Company:

c/o Capital Partners Development Company  
2890 Kilgore Road, Suite 175  
Rancho Cordova, CA 95670-6152  
Attention:

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not affect the effectiveness of a notice given hereunder.

**15. Miscellaneous Provisions.**

15.1. This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.

15.2. The captions contained in this Agreement are for convenience only and in no way limit or alter the terms and conditions of the Agreement.

15.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the

extent that California law is preempted by the U.S. federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.

15.4. This Agreement has been executed in duplicate. Lender, County and Lessor agree that one (1) copy of the Agreement will be recorded.

15.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of County under it, to the lien or charge of the Loan Documents and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Loan Documents, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.

15.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease.

15.7. If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorneys' fees, costs, and expenses it has incurred.

15.8. Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.



Executed on the date first above written.

**COUNTY OF RIVERSIDE:**

**Lender:  
Wells Fargo Bank Northwest, N.A., as  
Trustee of the CTL Pass-Through Trust,  
Series 2018 (Perris, Riverside County)**

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

By: \_\_\_\_\_  
Name:  
Title:

**ATTEST:**  
Clerk to the Board

**Lessor:  
CP Perris MH, LLC, a California limited  
liability company**

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

By: \_\_\_\_\_  
Name:  
Title:

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

By: \_\_\_\_\_  
Thomas Oh,  
Deputy County Counsel

MH:tg/022218/012MH/19.697

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 the document

STATE OF CALIFORNIA )

)SS.

COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, a Notary Public in and for the State of California, 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.

Signature \_\_\_\_\_ (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 the document

STATE OF CALIFORNIA )

)SS.

COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, a Notary Public in and for the State of California, 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.

Signature \_\_\_\_\_ (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 the document

STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, a Notary Public in and for the State of California, 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.

Signature \_\_\_\_\_ (Seal)

[Exhibit A: Legal description of Mortgage Premises]



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

4/10/18  
Date

kb  
Initial

## NOTICE OF EXEMPTION

February 27, 2018

**Project Name:** County of Riverside, Economic Development Agency (EDA) First Amendment to Lease with CP Perris MH, LLC, Riverside University Health System - Behavioral Health, Perris, County of Riverside

**Project Number:** FM0414100012

**Project Location:** 450 East San Jacinto Avenue, west of Redlands Avenue, Perris, California 92571; Assessor's Parcel Numbers (APNs) 311-210-005, 311-210-012, and 311-210-026; (See Attached Exhibit)

**Description of Project:** The County of Riverside (County) has a Lease Agreement with CP Perris MH, LLC, a California limited liability company, (Lessor) which was entered into on August 23, 2016 for the purpose of providing office space for the Riverside University Health System – Behavioral Health Department. The leased facility is located at 450 East San Jacinto Avenue, Perris, California. To facilitate the financing of this property, Lessor has requested a First Amendment to the Lease Agreement.

As part of the First Amendment to Lease, Lessor has requested revisions to Exhibit H of the Lease, which is the Subordination, Non-Disturbance and Attornment Agreement (SNDA). According to the Lease, upon Lessor's written request, the County must execute the SNDA to evidence or confirm the subordination or inferiority of the Lease to the lien of any mortgage, deed of trust or other encumbrance of the Premises or any renewal, extension, modification, replacement thereof. Under the revised SNDA, the County agrees to subordinate its leasehold estate to the liens in favor of the Lender, which will have no effect on prospective rights and obligations of County or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor becomes the Landlord, the County will recognize (attorn) to the Lender or its successor as Landlord and the County's rights and obligations shall remain the same (non-disturbed) as set forth in the Lease for the remainder of the lease term, with the exceptions identified for the Lender, in Sections 5(a) to 5(e) of the SDNA. As part of Lessor's refinancing of its property, it is expected that Lessor shall request the County to sign the revised SNDA. The other elements of the First Amendment include contractual language revisions to delay in delivery, payment terms, and extensions, hazardous substances responsibilities, indemnification, additional default obligations and responsibilities, force majeure, removal of termination rights from land not being purchased and the replacement of Estoppel Certificate.

The First Amendment to Lease is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project would involve the existing Lease Agreement and would be limited to contractual assignments and responsibilities regarding the Lease through a Subordination, Non-Disturbance, and Attornment Agreement. No physical changes would occur as a result of the First Amendment and Agreement.

As part of Lessor's refinancing of its property, the Lessor shall request the County to sign the revised SNDA once additional information is obtained, namely, the dates for recordation of the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement that are associated with the loan that the lender shall make to Lessor. Once the additional information is obtained, the SNDA with Lessor and Lessor's lender shall be brought to the Board for approval and signature by the Chairman when ready. No additional direct or indirect physical environmental impacts are anticipated.

APR 10 2018 3.8

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

org

Administration  
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Marketing

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

**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, CP Perris, MH LLC, a California limited liability company

**Exempt Status:** State CEQA Guidelines, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5, Section 15061.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor does the Project have unusual circumstances that could possibly have a significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the First Amendment to the Lease Agreement.

- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The effects of the proposed First Amendment to the Lease Agreement are limited to a contractual transaction that defines and reassigns contractual responsibilities. The indirect effects of the Lease Agreement were identified in a previous Notice of Exemption, filed August 29, 2016, which determined the potential indirect effects from this Lease Agreement would be analyzed separately as part of the Lessor's contractual obligation to complete an appropriate level of environmental review under CEQA to the satisfaction of the County, acting as a Responsible Agency with final permitting approval. The proposed First Amendment would not change the obligations of the Lessor, and 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 exemptions 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: 2/27/18

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Riverside County First Amendment to Lease, Riverside University Health System - Behavioral Health, Perris, Riverside County, California**

**Accounting String: 524830-47220-7200400000 - FM0414100012**

DATE: February 27, 2018

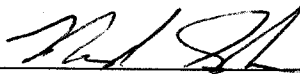
AGENCY: Riverside County Economic Development Agency

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: Maribel Hyer, Real Property Agent III, Economic Development Agency

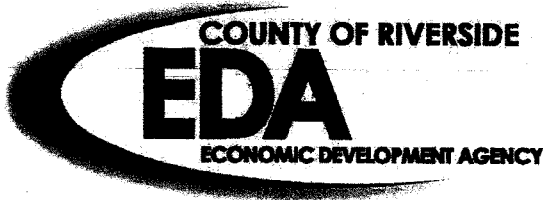
-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT # (S) \_\_\_\_\_





Date: February 27, 2018

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 # FM0414100012**  
Riverside County First Amendment to Lease, Riverside University Health System - Behavioral Health, Perris, Riverside County, 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