

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



ITEM: 3.21  
(ID # 25549)

MEETING DATE:  
Tuesday, October 01, 2024

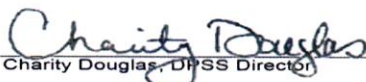
FROM : FACILITIES MANAGEMENT

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approval of the Seventh Amendment to Lease with Terry William Ireland, dba T.W. Investments, 68615 Perez Road, Suite 9A, Cathedral City, California, 7th Amendment , CEQA Exempt per State CEQA Guidelines Section 15301 and 15061(b)(3), District 4. [Total Cost \$2,011,948 - 69% Federal, 27% State, 4% County (DPSS Dept. Budget Fund 10000)] (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 15301, Class 1 Existing Facilities Exemption, and Section 15061(b)(3), Common Sense exemption;
2. Approve the attached Seventh Amendment to Lease with Terry William Ireland, dba T.W. Investments, and authorize the Chair of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk and State Clearinghouse for filing within five (5) working days of approval by the Board.

**ACTION:**Policy

  
Charity Douglas, DPSS Director

9/12/2024

  
Rose Salgado, Director of Facilities Management

9/16/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 1, 2024  
xc: FM-RE, DPSS, Recorder/State Clearing house

Kimberly A. Rector  
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>	\$ 434,510	\$ 664,230	\$ 2,011,948	\$0
<b>NET COUNTY COST</b>	\$ 17,380	\$ 26,569	\$ 80,478	\$0
<b>SOURCE OF FUNDS:</b> 69% Federal, 27% State, 4% County (DPSS Dept. Budget) Fund 10000			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 2024/25 – 2027/28	

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

**BACKGROUND:**

**Summary**

Since August 1993, the County of Riverside (County) has been under lease with Terry William Ireland, dba T.W. Investments, at 68615 Perez Road, Suite 9A, Cathedral City. Under this lease, the Department of Public Social Services (DPSS) has occupied 19,800 square feet of office space for use by its Self-Sufficiency Division and the space continues to meet the requirements of DPSS.

Under this Seventh Amendment to Lease (Amendment), the current lease which expires on October 31, 2024, will be extended for three years. This Amendment also contains a provision for an early termination any time after two years with ninety days' prior written notice and an option to extend for six months with ninety days prior written notice.

Pursuant to the California Environmental Quality Act (CEQA), the Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301 Class 1, Existing Facilities Exemption, and Section 15061(b)(3), Common Sense exemption. The proposed project is the letting of property within previously occupied space.

The Amendment has been reviewed and approved by County Counsel as to form.

A summary of the Amendment is as follows:

Lessor: Terry William Ireland  
dba T.W. Investments  
4624 Cardona Ct.  
Fort Worth, TX 76126

Premises: 68615 Perez Road, Suite 9A  
Cathedral City, CA 92234

Size: 19,800 square feet

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

Rent:	<u>Current:</u> \$2.44 per square foot \$48,313.39 per month \$579,760.68 per year	<u>New:</u> \$2.50 per square foot \$49,540.00 per month \$594,480.00 per year
Term:	3 years commencing November 1, 2024 and expiring October 31, 2027.	
Annual Increase:	3% annual increases beginning November 1 2025, and on every November 1.	
Utilities:	County pays for electric. Lessor pays for all others.	
Custodial:	Provided by Lessor and included in the Rent.	
Interior/Exterior Maintenance:	Provided by Lessor.	

**Impact on Residents and Businesses**

The Amendment will allow DPSS to continue to provide beneficial services to residents of the region through itself Sufficiency programs.

**Additional Fiscal Information**

See attached Exhibits A, B, & C. DPSS will budget these costs in FY2024/25 through FY2027/28 and will reimburse Facilities Management – Real Estate for all associated lease costs.

**Contract History and Price Reasonableness**

The lease rate is reasonable and aligned with the current real estate market.

**ATTACHMENTS (if any, in this order):**

- Exhibits A, B, and C
- Aerial Map
- Notice of Exemption
- Seventh Amendment to Lease

AN:il/06132024/CC004/40.082

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

*Stacy Orton*

Stacy Orton

9/23/2024

*Braden Holly*

Braden Holly, Deputy County Counsel


9/18/2024

*Aaron Gettis*

Aaron Gettis, Chief of Deputy County Counsel

9/18/2024

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Riverside, CA 92501

<b>FILED / POSTED</b>		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202401072		
10/02/2024 09:18 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

### NOTICE OF EXEMPTION

July 22, 2024

**Project Name:** Department of Public Social Services (DPSS) Approval of Seventh Amendment to the Lease Agreement with Terry William Ireland, dba T.W. Investments, Cathedral City

**Project Number:** FM042163000400

**Project Location:** 68615 Perez Road, east of Cathedral Canyon Drive, Suite 9A, Cathedral City, Ca 92234; Assessor Parcel Number (APN) 687-330-024

**Description of Project:** Since August 1993, the County of Riverside (County) has been under lease with Terry William Ireland, dba T.W. Investments, at 68615 Perez Road, Suite 9A, Cathedral City. Under this lease, DPSS has occupied 19,800 square feet of office space for use by its Self-Sufficiency Division and the space continues to meet the requirements of DPSS.

A Seventh Amendment to Lease (Amendment) the lease which expires on October 31, 2024, is being sought, which would extend the Lease for an additional three years. The Amendment also contains a provision for an early termination any time after two years with ninety days prior written notice as well as an option to extend for six months with ninety days prior written notice. The Seventh Amendment to the Lease is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to provide public services. No additional direct or indirect physical environmental impacts are anticipated.

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

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

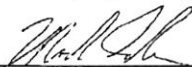
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.



**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 would the project involve unusual circumstances that could potentially 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 Seventh Amendment to the Lease Agreement.

- **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 a Lease Agreement regarding continued lease of an existing facility. The Seventh Amendment will not substantially increase or expand the use of the site and the lease extension would result in the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Seventh Amendment to the Lease will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management 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: 7-22-2024  
Mike Sullivan  
County of Riverside, Facilities Management

# Department of Public Social Services (DPSS) Approval of Seventh Amendment to the Lease Agreement with Terry William Ireland, dba T.W. Investments, Cathedral Cit

## Summary

**SCH Number**

2024100094

**Public Agency**

Riverside County

**Document Title**

Department of Public Social Services (DPSS) Approval of Seventh Amendment to the Lease Agreement with Terry William Ireland, dba T.W. Investments, Cathedral Cit

**Document Type**

NOE - Notice of Exemption

**Received**

10/2/2024

**Posted**

10/2/2024

**Document Description**

Since August 1993, the County of Riverside (County) has been under lease with Terry William Ireland, dba T.W. Investments, at 68615 Perez Road, Suite 9A, Cathedral City. Under this lease, DPSS has occupied 19,800 square feet of office space for use by its Self-Sufficiency Division and the space continues to meet the requirements of DPSS.

A Seventh Amendment to Lease (Amendment) the lease which expires on October 31, 2024, is being sought, which would extend the Lease for an additional three years. The Amendment also contains a provision for an early termination any time after two years with ninety days prior written notice as well as an option to extend for six months with ninety days prior written notice. The Seventh Amendment to the Lease is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to provide public services. No additional direct or indirect physical environmental impacts are anticipated.

## Contact Information

**Name**

Michael Sullivan

**Agency Name**

County of Riverside Facilities Management

**Job Title**

Facilities Operations Manager

**Contact Types**

Lead/Public Agency

**Address**

3450 14th Street  
Riverside, CA 92501

**Phone**

(951) 955-8009

**Email**

MSullivan@rivco.org

## Location

**Cities**

Cathedral City

**Counties**

Riverside

**Regions**

Southern California

**Zip**

92234

**Parcel #**

687-330-024

**Other Location Info**

68615 Perez Road; East of Cathedral Canyon Drive, Suite 9A,

## Notice of Exemption

**Exempt Status**

Categorical Exemption

**Type, Section or Code**

Section 15301

**Reasons for 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 a Lease Agreement regarding



continued lease of an existing facility. The Seventh Amendment will not substantially increase or expand the use of the site and the lease extension would result in the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines. The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially 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 Seventh Amendment to the Lease Agreement. Therefore, the County of Riverside Facilities Management 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.

**Exempt Status**

Other

**Type, Section or Code**

Section 15061 (b) (3)

**Reasons for Exemption**

In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Seventh Amendment to the Lease will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis. The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially 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 Seventh Amendment to the Lease Agreement. Therefore, the County of Riverside Facilities Management 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.

**County Clerk**

Riverside

# Attachments

## Notice of Exemption

NOE - Approval of Seventh Amendment PDF 331 K

**Disclaimer:** The Governor's Office of Planning and Research (OPR) accepts no responsibility for the content or accessibility of these documents. To obtain an attachment in a different format, please contact the lead agency at the contact information listed above. For more information, please visit [OPR's Accessibility Site](#).

1 **SEVENTH AMENDMENT TO LEASE**

2 68615 Perez Road, Suite 9A, Cathedral City, California

3  
4 This **SEVENTH AMENDMENT TO LEASE** ("Seventh Amendment"), dated as of  
5 October 01, 2024, is entered by and between the **COUNTY OF RIVERSIDE**, a  
6 political subdivision of the State of California, ("County"), and **TERRY WILLIAM**  
7 **IRELAND, TRUSTEE OF THE T.W. IRELAND REVOCABLE LIVING TRUST**, as  
8 successor-in-interest to **TERRY WILLIAM IRELAND, dba T.W. Investments**,  
9 ("Lessor"), sometimes collectively referred to as the "Parties".

10 **RECITALS**

11 A. 6505 Paramount Associates, a general partnership—predecessor-in-  
12 interest to Terry Ireland, Trustee of the T.W Ireland Revocable Living Trust, as  
13 Lessor—and County of Riverside as Lessee, entered into that certain Lease dated  
14 August 24, 1993, (the "Original Lease") pursuant to which Lessee has agreed to lease  
15 from Lessor a portion of that certain building located at 68615 Perez Road, Suite 9A,  
16 Cathedral City, California (the "Premises") as more particularly described in the  
17 Original Lease.

18 B. The Original Lease has been amended by the following:

19 a. That certain First Amendment to Lease dated, April 11, 2000, by  
20 and between County of Riverside and 6505 Paramount Associates, LLC, predecessor-  
21 in-interest to Terry Ireland, Trustee of the T.W. Ireland Revocable Living Trust ("First  
22 Amendment"), whereby the Parties amended the Original Lease to modify the rent,  
23 complete tenant improvements, and extend the term of the Original Lease.

24 b. That certain Second Amendment to Lease dated March 17, 2009,  
25 by and between County of Riverside and Terry William Ireland, dba T.W. Investments,  
26 as successor-in-interest to 6505 Paramount Associates, LLC ("Second Amendment"),  
27 whereby the Parties amended the Lease to revise the square footage to combine Suite  
28

1 8A under lease, modify the rent, complete tenant improvements, and extend the term  
2 of the Lease.

3 c. That certain Third Amendment to Lease dated June 18, 2013, by  
4 and between County of Riverside and Terry William Ireland, dba T.W. Investments  
5 ("Third Amendment"), whereby the Parties amended the Lease to modify the rent,  
6 complete minor improvements, and extend the term of the Lease.

7 d. That certain Fourth Amendment to Lease dated April 24, 2018, by  
8 and between County of Riverside and Terry William Ireland, dba T.W. Investments  
9 ("Fourth Amendment"), whereby the Parties amended the Lease to vacate and return  
10 to Lessor Suite 8A, modify the rent, complete minor improvements, and extend the  
11 term of the Lease.

12 e. That certain Fifth Amendment to Lease dated June 8, 2021, by  
13 and between County of Riverside and Terry William Ireland, dba T.W. Investments  
14 ("Fifth Amendment"), whereby the Parties amended the Lease to modify the rent and  
15 extend the term of the Lease.

16 f. That certain Sixth Amendment to Lease dated April 26, 2022, by  
17 and between County of Riverside and Terry William Ireland, dba T.W. Investments  
18 ("Sixth Amendment"), whereby the Parties amended the Lease to modify the rent,  
19 extend the lease term, amend options to terminate, and update provisions for notice in  
20 the Lease.

21 C. The Original Lease together with the Amendments are collectively  
22 referred to herein as the "Lease."

23 D. The Parties now desire to extend the Lease term and amend the rent  
24 amounts, amend options to terminate, and decrease secured parking.

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

27 1. **Term.** Section 3(a) of the Lease is hereby amended as  
28 follows: The term of this Lease shall be extended for a period of three (3)

1 years effective November 1, 2024, and expiring on October 31, 2027 ("Extended  
2 Term").

3           2.     **Option to Extend.** Section 3(c) of the Lease is deleted in its entirety and  
4 replaced with the following: Lessor grants to County one (1) option to extend the lease  
5 term ("Extension Option(s)"). The "Extension Option" shall be for a period of six (6)  
6 months ("Extension Option Term"). County shall have no option or other right to extend  
7 the Lease term beyond April 30, 2028.

8                 i.     **Exercise of Option.** Section 3(c)(i) is hereby added to the Lease,  
9 as follows: The Extension Option shall be exercised by County delivering to Lessor  
10 written notice thereof no later than sixty (60) days prior to the expiration of the  
11 Extended Term

12                 ii.    **Option Rent.** Section 3(c)(ii) is hereby added to the Lease, as  
13 follows: The monthly rent payable by County during the Extension Option Term shall  
14 be increased by an amount equal to three percent (3%) of such monthly rent for the  
15 preceding Lease year.

16           3.     **Rent.** Section 4 is deleted in its entirety and replaced with the following:

17                 (a) Prior to November 1, 2024, the monthly rent shall be as set forth in the  
18 Sixth Amendment of the Lease. Commencing November 1, 2024, County shall pay the  
19 sum of forty-nine thousand five hundred forty dollars (\$49,540.00) per month to Lessor  
20 as rent for the Leased Premises, payable in advance on the first day of the month or as  
21 soon thereafter as a warrant can be issued in the normal course of County's business.

22                 (b) Notwithstanding any other provision set forth in the Lease, commencing  
23 November 1, 2025, the monthly rent shall be increased on each November 1 by an  
24 amount equal to three percent (3%) of such monthly rent for the preceding Lease year.

25 The rent schedule is as follows:

<u>Year</u>	<u>Total Monthly Rent</u>
11/1/2024 to 10/31/2025	\$49,540.00
11/1/2025 to 10/31/2026	\$51,026.20

1 11/1/2026 to 10/31/2027 \$52,556.99

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4 4. **Secured Parking.** Section 20 is hereby added to the Lease, as follows:  
5 Upon 60 days' written notice from Lessor to County, Lessor shall have the right to  
6 relocate and downsize the current secured parking area for County Vehicles as more  
7 particularly shown in Exhibit "A" to the Original Lease with a replacement parking area  
8 ("Replacement Parking Area"). The Replacement Parking Area will accommodate a  
9 minimum of five regular size vehicles and shall be in a location chosen by Lessor within  
10 the business park subject to County's consent which shall not be unreasonably  
11 withheld. County shall have no right to park on vacant parcels identified as Assessor's  
12 Parcel Numbers 687-33-25 and 687-33-26.

13 5. **Option to Terminate.** Section 11 of the Lease is hereby replaced with  
14 the following: County in its sole discretion, and without penalty, may terminate the  
15 Lease and vacate the Premises any time after two (2) years into the Extended Term by  
16 providing ninety (90) days' advance written notice.

17 6. **Notice.** Section 13 of the Lease is hereby amended by the following:

18 County:	Lessor:
19 County of Riverside	Terry Ireland, Trustee
20 Facilities Management Department	4624 Cardona Ct.
21 3450 14 <sup>th</sup> St. Suite 200	Fort Worth, Tx 76126
22 Riverside, California 92501	
23 Attn: Deputy Director of Real Estate	
24 Telephone: (951) 955-4820	
25 Other Inquiries: FM-Leasing@rivco.org	
26	

27 7. **CASp.** A commercial property owner or lessor shall state on every lease  
28 form or rental agreement executed on or after January 1, 2017, whether or not the



1 subject premises have undergone inspection by a Certified Access Specialist (CASp).  
2 The Premises have not undergone inspection by a CASp. And as such, Lessor  
3 discloses the following in conformance with Civil Code section 1938:

4 "A Certified Access Specialist (CASp) can inspect the subject premises and  
5 determine whether the subject premises comply with all of the applicable construction -  
6 related accessibility standards under state law. Although state law does not require a  
7 CASp inspection of the subject premises, the commercial property owner or lessor may  
8 not prohibit the lessee or tenant from obtaining a CASp inspection of the subject  
9 premises for the occupancy or potential occupancy of the lessee or tenant, if requested  
10 by the lessee or tenant. The parties shall mutually agree on the arrangements for the  
11 time and manner of the CASp inspection, the payment of the fee for the CASp  
12 inspection, and the cost of making any repairs necessary to correct violations of  
13 construction-related accessibility standards within the premises."

14 **7. Seventh Amendment to Prevail.** The provisions of this Seventh  
15 Amendment shall prevail over any inconsistency of conflicting provisions of the Lease,  
16 as heretofore amended, and shall supplement the remaining provisions thereof.

17 **8 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. Time is of the essence in this Seventh Amendment and the Lease  
20 and each and all their respective provisions. Subject to the provisions of the Lease as  
21 to assignment, the agreements, conditions, and provisions herein contained shall apply  
22 to and bind the heirs, executors, administrators, successors and assigns of the Parties  
23 hereto. If any provisions of this Seventh Amendment or the Lease shall be determined  
24 to be illegal or unenforceable, such determination shall not affect any other provision of  
25 the Lease and all such other provisions shall remain in full force and effect. The  
26 language in all parts of the Lease shall be construed according to its normal and usual  
27 meaning and not strictly for or against either Lessor or County. Neither this Seventh  
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1 Amendment, nor the Original Lease, nor any notice nor memorandum regarding the  
2 terms hereof, shall be recorded by County.

3 9. **Effective Date.** This Seventh Amendment to Lease shall not be binding  
4 or consummated until its approval by the Riverside County Board of Supervisors and  
5 fully executed by the Parties.

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(Signatures on the following page)


1 IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment as of  
2 the date first written above.

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

LESSOR:  
Terry Ireland, Trustee of the T.W.  
Ireland Revocable Living Trust

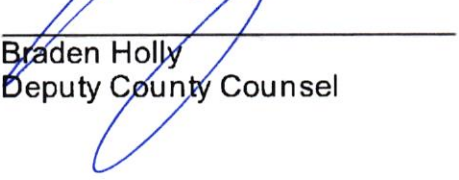
By:   
Chair **CHUCK WASHINGTON**  
Board of Supervisors

By:   
Terry Ireland, Trustee  
Lessor

ATTEST:  
Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
County Counsel

By:   
Braden Holly  
Deputy County Counsel

AM:il/06132024/CC004/40.082

OCT 01 2024 3.21