

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



**FROM:** Executive Office

**SUBMITTAL DATE:**  
December 29, 2009

**SUBJECT:** Substitution of CORAL Property

**RECOMMENDED MOTION:** Approve Resolution 2010-036 providing for the execution and delivery of a First Amendment to Property Lease and a First Amendment to Lease Agreement in connection with the substitution of certain real property and improvements for the Indio Juvenile Jail Facility and other matters related thereto.

**BACKGROUND:** The Administrative Office of the Courts (AOC) has elected to pursue the potential purchase of the County's interest in the existing Indio Juvenile Court Facility along with a vacant 2.5 acre contiguous County owned parcel for development of a new and modern Juvenile Court Facility. The new court facility will encompass approximately 4.1 acres and front Oasis Street just north of 48<sup>th</sup> Street in Indio. Most importantly the location (next to the existing Indio County Juvenile Detention Facility and Court) will continue to provide maximum safety and efficiency by minimizing offender's length of travel between both juvenile facilities.

(CONTINUED)

Dean Deines, Deputy County Executive Officer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

<b>SOURCE OF FUNDS:</b> N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

**APPROVE**

BY:   
Jay E. Orr

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:   
DALE A. GARDNER  
DATE: 12/4/10  
Departmental Concurrence

- Consent
- Policy
- Consent
- Policy

Dept's Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: | District: | Agenda Number:

**3.3**

The AOC and the County are in the process of assessing and pursuing this potential acquisition by the State and have agreed in concept to pursue the assessment and necessary approval process in a timely and parallel fashion.

The county owned parcel to be sold to the AOC is currently subject to a County of Riverside Asset Leasing Corporation (CORAL) Lease Agreement for the 2003 Series B bond issue (2003B Property). The Lease Agreement allows the County to substitute another property, with the same or greater market value, for the 2003B Property. Therefore, to consummate the sale of land to the AOC, staff is recommending that the Home Gardens Public Library and Fire Station be substituted for the 2003B Property.

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**RESOLUTION NO. 2010-036**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PROVIDING FOR THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO PROPERTY LEASE AND A FIRST AMENDMENT TO LEASE AGREEMENT IN CONNECTION WITH THE SUBSTITUTION OF CERTAIN REAL PROPERTY AND IMPROVEMENTS FOR THE INDIO JUVINELLE JAIL FACILITY AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, the County of Riverside (the "County") and the County of Riverside Asset Leasing Corporation (the "Corporation") entered into a Property Lease, dated as of December 1, 2003 (the "Property Lease"), pursuant to which the County leased certain real property (the "Site"), as described in Exhibit A attached hereto, and buildings, improvements and fixtures situated thereon (the "Improvements" and, together with the Site the "Leased Premises"), to the Corporation;

**WHEREAS**, the Corporation leased the Leased Premises to the County pursuant to a Lease Agreement, dated as of December 1, 2003 (the "Lease Agreement"), by and between the County and the Corporation;

**WHEREAS**, the Corporation has assigned certain of its rights, title and interest in and to the Property Lease and the Lease Agreement to BNY Western Trust (the predecessor to The Bank of New York Mellon Trust Company, N.A.), as trustee (the "Trustee") pursuant to the Assignment Agreement, dated as of December 1, 2003 (the "Assignment Agreement"), by and between the Corporation and the Trustee;

**WHEREAS**, in connection with the Property Lease and the Lease Agreement, the County, the Corporation and the Trustee entered into a Trust Agreement, dated as of December 1, 2003 (the "Trust Agreement"), pursuant to which \$8,685,000 aggregate

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]* DATE: 11/10/10  
BY: DATE: 11/10/10

1 principal amount of County of Riverside Refunding Certificates of Participation (Capital  
2 Facilities Projects), 2003 Series B (the "Certificates") were executed and delivered;

3  
4 **WHEREAS**, the proceeds of the Certificates were used to (a) currently prepay  
5 the County of Riverside Certificates of Participation (1993 Master Refunding Project)  
6 (the "1993 Certificates"), (b) fund a reserve fund for the Certificates, (c) finance a portion  
7 of the cost of the construction of a firing range for the County's sheriff's department, (d)  
8 pay the costs of executing and delivering the Certificates and (e) pay an insurance  
9 premium to the Ambac Assurance Corporation (the "Insurer") to cover the cost of the  
10 financial guaranty insurance policy for the Certificates;

11  
12 **WHEREAS**, the Certificates are currently outstanding under the Trust Agreement  
13 in the aggregate principal amount of \$3,665,000;

14  
15 **WHEREAS**, the County and the Administrative Office of Courts of the State of  
16 California (the "AOC") are currently negotiating the acquisition of a portion of the Site  
17 for the construction of additional courthouse facilities (the "Courthouse Site");

18  
19 **WHEREAS**, in order to consummate the transfer of the Courthouse Site to the  
20 AOC, the County is required to remove the lien of the Property Lease and Lease  
21 Agreement from the Site;

22  
23 **WHEREAS**, the County has determined to substitute two parcels of real property  
24 together with the improvements situated thereon commonly referred to as the Valley  
25 Home Gardens Public Library and Home Gardens Fire Station and more particularly  
26 described in Exhibit B attached hereto (the "Substituted Property") for the Site to release  
27 the Leased Premises from the lien of the Property Lease and Lease Agreement and to  
28 enable the County to convey the Courthouse Site to the AOC;

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2           **WHEREAS**, pursuant to Section 2.02 of the Lease Agreement, the Leased  
3 Premises may be substituted by other properties, at the option of the County with the  
4 written consent of the Insurer, provided, however, that: (a) such substitution does not, in  
5 the opinion of Independent Counsel (as defined in the Trust Agreement), adversely affect  
6 the exclusion of the interest component of the Base Rental (as defined in the Trust  
7 Agreement) payments to be made under the Lease Agreement from the gross income of  
8 the owners of the Certificates for federal income tax purposes; (b) the County certifies to  
9 the Trustee that the fair rental value of the substituted property is at least equal to the  
10 Base Rental each year for the remaining term of this Lease Agreement; (c) the County  
11 has been advised by all rating agencies that have provided ratings on Certificates that  
12 such substitution will not, in and of itself, result in a reduction of such ratings on the  
13 Certificates; (d) in the event that the substituted property consists in whole or in part of  
14 real property, a California Land Title Association insurance policy on the substituted  
15 property has been obtained and evidence that any existing title insurance with respect to  
16 the portion of the Leased Premises remaining after such substitution is not affected; and  
17 (e) unless otherwise expressly waived in writing by the Insurer, prior to any such  
18 substitution, the County shall furnish the Insurer with the following (i) an MAI fair  
19 market appraisal demonstrating that the value of the substituted property is at least equal  
20 to the portion of the Leased Premises released; (ii) a certificate from a County  
21 Representative (as defined in the Trust Agreement) that the useful life of the substituted  
22 property meets or exceeds the remaining term of the Certificates; (iii) a certificate from a  
23 County Representative that the essentiality of the substituted property is comparable to  
24 that of the portion of the Leased Premises released; and (iv) evidence that, other than  
25 Permitted Encumbrances (as defined in the Trust Agreement), no prior liens exist as to  
26 the substituted property (the "Substitution Conditions");  
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1           **WHEREAS**, Section 6.02 of the Trust Agreement provides that the Property  
2 Lease and the Lease Agreement may be amended with the consent of the Trustee and the  
3 Insurer, for the purpose substituting property to be leased as provided for in the Lease  
4 Agreement;

5  
6           **WHEREAS**, the County and the Corporation, upon satisfaction of the  
7 Substitution Conditions, desire to substitute the Substituted Property for the Leased  
8 Premises under the Property Lease and the Lease Agreement (the “Substitution”);

9  
10           **WHEREAS**, in connection with the Substitution there has been presented to the  
11 Board of Supervisors for its consideration, and there is now on file with the Clerk of the  
12 Board of Supervisors, copies of the forms of the following documents:

13  
14                   1.     First Amendment to Property Lease, by and between the County  
15 and the Corporation (the “First Amendment to Property Lease”); and

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17                   2.     First Amendment to Lease Agreement, by and between the County  
18 and the Corporation (the “First Amendment to Lease Agreement”);

19  
20           **WHEREAS**, the County is authorized to undertake all of the above pursuant to  
21 the laws of the State of California;

22  
23           **NOW, THEREFORE**, the Board of Supervisors of the County of Riverside does  
24 hereby resolve, determine and order as follows:

25  
26           **Section 1.**    The Board of Supervisors hereby approves, upon satisfaction of the  
27 Substitution Conditions, the Substitution under the Property Lease and the Lease  
28 Agreement.

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2           **Section 2.**     The proposed form of First Amendment to Property Lease on file  
3 with the Clerk of the Board of Supervisors is hereby approved, and the Chairman and  
4 Vice Chairman of the Board of Supervisors, the County Executive Officer, any Deputy  
5 County Executive Officer and any other authorized officers of the County acting on  
6 behalf of the County Executive Officer (each an "Authorized Representative" and,  
7 collectively, the "Authorized Representatives") are, and each of them acting alone is,  
8 hereby authorized and directed to execute and deliver the First Amendment to Property  
9 Lease in substantially the form presented to and considered at this meeting with such  
10 changes as such Authorized Representative executing the same shall deem appropriate  
11 and in the best interests of the County, as conclusively evidenced by the execution and  
12 delivery thereof.

13  
14           **Section 3.**     The proposed form of First Amendment to Lease Agreement on  
15 file with the Clerk of the Board of Supervisors is hereby approved, and the Authorized  
16 Representatives are, and each of them acting alone is, hereby authorized and directed to  
17 execute and deliver the First Amendment to Lease Agreement in substantially the form  
18 presented to and considered at this meeting with such changes as such Authorized  
19 Representative executing the same shall deem appropriate and in the best interests of the  
20 County, as conclusively evidenced by the execution and delivery thereof.

21  
22           **Section 4.**     All actions heretofore taken by any officer or officers of the  
23 County with respect to the execution and delivery of the First Amendment to Property  
24 Lease and First Amendment to Lease Agreement or in connection with or related to the  
25 Substitution, are hereby approved, confirmed and ratified.

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27           **Section 5.**     The Authorized Representatives are, and each of them acting alone  
28 is, authorized and directed to take any and all such actions, and to execute any and all

1 documents and certificates as may be necessary or desirable to effectuate the purposes of  
2 this Resolution.  
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**ADOPTED, SIGNED AND APPROVED** this 12th day of  
January, 2010.

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Chairman of the Board of Supervisors of  
County of Riverside

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

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Deputy

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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF RIVERSIDE )

I, KECIA HARPER-IHEM, Clerk of the Board of Supervisors of the County of Riverside, do hereby certify that the foregoing Resolution was duly adopted by the Board of Supervisors of such County at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2009, and that it was so adopted by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Deputy

**EXHIBIT A**

**LEGAL DESCRIPTION OF SITE**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, AND IS DESCRIBED AS FOLLOWS:

The Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Meridian, in the City of Indio, County of Riverside, State of California, according to the official plat thereof.

Excepting therefrom that portion described in Notice of Lot Line Adjustment recorded October 31, 1996 as Instrument No. 417816, of Official Records.

1 **EXHIBIT B**

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3 **LEGAL DESCRIPTION OF SUBSTITUTED PROPERTY**

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6 [Valley Home Gardens Library]

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

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10 Parcel 1:

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12 Parcel "A" of Lot Line Adjustment No. 4538, recorded February 2, 2004 as Instrument  
13 No. 2004-0072963, in the County of Riverside, State of California, being more  
14 particularly described as follows:

15 Being a portion of Block Q of the "Riverside Valley Home Gardens" Subdivision, as  
16 shown by Map on file in Book 11, Page(s) 88, of Maps, Riverside County Records.

17 Commencing at the most Northerly corner of said Block Q, said point also being the most  
18 Northerly corner of Lot 4;

19 Thence South 34° 18' 00" East, 188.00 feet along the Westerly right-of-way line of Blair  
20 Street, distant 25 feet from the centerline of said Blair Street;

21 Thence South 55° 42' 00" West, 170.00 feet;

22 Thence South 34° 18' 00" East, 72.00 feet;

23 Thence South 55° 42' 00" West 69.92 feet;

24 Thence North 79° 18' 00" West, 56.68 feet to the Easterly right-of-way line of Neece  
25 Street, distant 25 feet from the centerline of Neece Street;

26 Thence along said right-of-way line North 34° 18' 00" West, 219.92 feet to the most  
27 Westerly corner of Block Q, also being the most Westerly corner of Lot 1;

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1 Thence along the North line of said Block Q, said line also being the Southerly right-of-  
2 way line of Magnolia Avenue, distant 66.00 feet from the centerline of said Magnolia  
3 Avenue North 55° 42' 00" East, 280.00 feet to the point of commencement.

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5 Parcel 2:

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7 Parcel "B" of Lot Line Adjustment No. 4538, recorded February 2, 2004 as Instrument  
8 No. 2004-0072963, in the County of Riverside, State of California, being more  
9 particularly described as follows:

10 Being a portion of Block Q of the "Riverside Valley Home Gardens" Subdivision, as  
11 shown by Map on file in Book 11, Page(s) 88, of Maps, Riverside County Records.

12 Commencing at the most Northerly corner of said Block Q, said point also being the most  
13 Northerly corner of Lot 4;

14 Thence South 34° 18' 00" East, 188.00 feet along the Westerly right-of-way line of Blair  
15 Street, distant 25 feet from the centerline of said Blair Street, to the True Point of  
16 Beginning;

17 Thence continuing South 34° 18' 00" East, 148.00 feet along the Westerly right-of-way  
18 line of Blair Street to the most Easterly corner of Lot 27 of said Block Q;

19 Thence South 55° 42' 00" West, 280.00 feet along the Southerly line of Lots 27 and 7 to  
20 the most Southerly corner of said Lot 7, this point also being on the Easterly right-of-way  
21 line of Neece Street, distant 25.00 feet from the centerline of said Neece Street;

22 Thence North 34° 18' 00" West, 116.08 feet along said right-of-way line;

23 Thence South 79° 18' 00" East, 56.68 feet;

24 Thence North 55° 42' 00" East, 69.92 feet;

25 Thence North 34° 18' 00" West, 72.00 feet;

26 Thence North 55° 42' 00" East, 170.00 feet to the point of beginning.  
27  
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AFTER RECORDATION PLEASE RETURN TO:

KUTAK ROCK LLP  
515 South Figueroa Street, Suite 1240  
Los Angeles, California 90071-3329  
Attention: Sam S. Balisy, Esq.

THIS TRANSACTION IS EXEMPT FROM THE CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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**FIRST AMENDMENT TO PROPERTY LEASE**

Dated as of January 1, 2010

by and between

COUNTY OF RIVERSIDE

and

COUNTY OF RIVERSIDE ASSET LEASING CORPORATION

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## **FIRST AMENDMENT TO PROPERTY LEASE**

THIS FIRST AMENDMENT TO PROPERTY LEASE, dated as of January 1, 2010 (this "First Amendment"), is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (the "County"), and the COUNTY OF RIVERSIDE ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "Corporation"), and amends and supplements that certain Property Lease, dated as of December 1, 2003 (the "Property Lease"), entered into by and between the County and the Corporation (capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the hereinafter identified Trust Agreement);

WHEREAS, the County and the Corporation entered into the Property Lease pursuant to which the County leased real property (the "Site") and buildings, improvements and fixtures situated thereon (the "Improvements" and, together with the Site the "Leased Premises"), as more particularly described in Exhibit A attached hereto, to the Corporation;

WHEREAS, the Corporation leased the Leased Premises back to the County pursuant to a Lease Agreement, dated as of December 1, 2003 (the "Lease Agreement");

WHEREAS, in connection with the entering into of the Property Lease and the Lease Agreement, the County, the Corporation and BNY Western Trust (the predecessor to The Bank of New York Mellon Trust Company, N.A.), as trustee (the "Trustee"), entered into a Trust Agreement, dated as of December 1, 2003 (the "Trust Agreement"), pursuant to which \$8,685,000 aggregate principal amount of County of Riverside Refunding Certificates of Participation (Capital Facilities Projects), 2003 Series B (the "Certificates") were executed and delivered;

WHEREAS, the Certificates are currently outstanding under the Trust Agreement in the aggregate principal amount of \$3,665,000;

WHEREAS, the payment of principal and interest with respect to the Certificates is guaranteed by a financial guaranty insurance policy issued by Ambac Assurance Corporation (the "Insurer");

WHEREAS, the County and the Administrative Office of Courts of the State of California (the "AOC") are currently negotiating the acquisition of a portion of the Site for the construction of additional courthouse facilities (the "Courthouse Site");

WHEREAS, in order to consummate the transfer of the Courthouse Site to the AOC, the County is required to remove the lien of the Property Lease and Lease Agreement from the Site;

WHEREAS, pursuant to Section 2.02 of the Lease Agreement, the Leased Premises may be substituted by other properties, at the option of the County with the written consent of the Insurer, provided, however, that: (a) such substitution does not, in the opinion of Independent Counsel, adversely affect the exclusion of the interest component of the Base Rental payments to be made under the Lease Agreement from the gross income of the owners of the Certificates for

federal income tax purposes; (b) the County certifies to the Trustee that the fair rental value of the substituted property is at least equal to the Base Rental each year for the remaining term of this Lease Agreement; (c) the County has been advised by all rating agencies that have provided ratings on Certificates that such substitution will not, in and of itself, result in a reduction of such ratings on the Certificates; (d) in the event that the substituted property consists in whole or in part of real property, a California Land Title Association insurance policy on the substituted property has been obtained and evidence that any existing title insurance with respect to the portion of the Leased Premises remaining after such substitution is not affected; and (e) unless otherwise expressly waived in writing by the Insurer, prior to any such substitution, the County shall furnish the Insurer with the following (i) an MAI fair market appraisal demonstrating that the value of the substituted property is at least equal to the portion of the Leased Premises released; (ii) a certificate from a County Representative that the useful life of the substituted property meets or exceeds the remaining term of the Certificates; (iii) a certificate from a County Representative that the essentiality of the substituted property is comparable to that of the portion of the Leased Premises released; and (iv) evidence that, other than Permitted Encumbrances, no prior liens exist as to the substituted property (the "Substitution Conditions");

WHEREAS, Section 6.02 of the Trust Agreement provides that the Property Lease and the Lease Agreement may be amended with the consent of the Trustee and the Insurer, for the purpose substituting property to be leased as provided for in the Lease Agreement;

WHEREAS, the County and the Corporation now desire to substitute the real property and improvements more particularly described on Exhibit B hereto (the "Substituted Property") for the real property and improvements more particularly described on Exhibit A of the Property Lease and the Lease Agreement (the "Existing Property") and to terminate the Corporation's and the Trustee's interest in the Existing Property (the "Substitution");

WHEREAS, all other acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this First Amendment to Property Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Amendment to Property Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. **Definitions.** Unless otherwise specifically defined herein, all capitalized terms used herein shall have the meanings stated in or ascribed thereto in the Trust Agreement.

Section 2. **Substitution Conditions.** The County has either satisfied all of the Substitution Conditions or the Insurer has expressly waived those Substitution Conditions not satisfied by the County and the Insurer and the Trustee have consented in writing to the Substitution.

Section 3. **Amendments and Termination.** Exhibit A of the Property Lease is hereby amended in its entirety and replaced with the Exhibit B attached hereto. On and after the Effective



Date, as described below, the lease of the Existing Property by the County to the Corporation pursuant to the Property Lease shall automatically terminate and neither the Corporation nor the Trustee shall have any interest in the Existing Property.

Section 4. **Agreement.** Except as specifically amended hereby, the Property Lease shall remain in full force and effect as in existence as of the date hereof. On and after the Effective Date, any reference by the County or the Corporation to the Property Lease shall mean the Property Lease as amended by this First Amendment.

Section 5. **Partial Invalidity.** If any one or more of the terms, provisions, promises, covenants or conditions of this First Amendment shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this First Amendment shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 6. **Effective Date.** This First Amendment shall become effective on the date this First Amendment is recorded in the Official Records of Riverside County, California.

Section 7. **Governing Law.** This First Amendment shall be governed by the laws of the State of California.

Section 8. **Execution in Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

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

COUNTY OF RIVERSIDE

By \_\_\_\_\_  
Jeff Stone, Chairman of the  
Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM  
CLERK OF THE BOARD OF SUPERVISORS

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

COUNTY OF RIVERSIDE ASSET  
LEASING CORPORATION

By \_\_\_\_\_  
President

ATTEST:

By \_\_\_\_\_  
Secretary

[Signature page to the First Amendment to the Property Lease]

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, before me, \_\_\_\_\_,

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.

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document  
and could prevent fraudulent reattachment of this form.

**CAPACITY(IES) CLAIMED BY  
SIGNER(S)**

**DESCRIPTION OF ATTACHED  
DOCUMENT**

Individual  
Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

Partner(s) Limited  
General

Attorney-In-Fact  
Trustee(s)  
Guardian/Conservator  
Other: \_\_\_\_\_

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

Signer is Representing:  
Name of Person(s) or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

**EXHIBIT A**

**DESCRIPTION OF EXISTING PROPERTY**

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

The Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Meridian, in the City of Indio, County of Riverside, State of California, according to the official plat thereof.

Excepting therefrom that portion described in Notice of Lot Line Adjustment recorded October 31, 1996 as Instrument No. 417816, of Official Records.

[See Attached]

## EXHIBIT B

### DESCRIPTION OF SUBSTITUTED PROPERTY

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

Parcel 1:

Parcel "A" of Lot Line Adjustment No. 4538, recorded February 2, 2004 as Instrument No. 2004-0072963, in the County of Riverside, State of California, being more particularly described as follows:

Being a portion of Block Q of the "Riverside Valley Home Gardens" Subdivision, as shown by Map on file in Book 11, Page(s) 88, of Maps, Riverside County Records.

Commencing at the most Northerly corner of said Block Q, said point also being the most Northerly corner of Lot 4;

Thence South 34° 18' 00" East, 188.00 feet along the Westerly right-of-way line of Blair Street, distant 25 feet from the centerline of said Blair Street;

Thence South 55° 42' 00" West, 170.00 feet;

Thence South 34° 18' 00" East, 72.00 feet;

Thence South 55° 42' 00" West 69.92 feet;

Thence North 79° 18' 00" West, 56.68 feet to the Easterly right-of-way line of Neece Street, distant 25 feet from the centerline of Neece Street;

Thence along said right-of-way line North 34° 18' 00" West, 219.92 feet to the most Westerly corner of Block Q, also being the most Westerly corner of Lot 1;

Thence along the North line of said Block Q, said line also being the Southerly right-of-way line of Magnolia Avenue, distant 66.00 feet from the centerline of said Magnolia Avenue North 55° 42' 00" East, 280.00 feet to the point of commencement.

Parcel 2:

Parcel "B" of Lot Line Adjustment No. 4538, recorded February 2, 2004 as Instrument No. 2004-0072963, in the County of Riverside, State of California, being more particularly described as follows:

Being a portion of Block Q of the "Riverside Valley Home Gardens" Subdivision, as shown by Map on file in Book 11, Page(s) 88, of Maps, Riverside County Records.

Commencing at the most Northerly corner of said Block Q, said point also being the most Northerly corner of Lot 4;

Thence South 34° 18' 00" East, 188.00 feet along the Westerly right-of-way line of Blair Street, distant 25 feet from the centerline of said Blair Street, to the True Point of Beginning;

Thence continuing South 34° 18' 00" East, 148.00 feet along the Westerly right-of-way line of Blair Street to the most Easterly corner of Lot 27 of said Block Q;

Thence South 55° 42' 00" West, 280.00 feet along the Southerly line of Lots 27 and 7 to the most Southerly corner of said Lot 7, this point also being on the Easterly right-of-way line of Neece Street, distant 25.00 feet from the centerline of said Neece Street;

Thence North 34° 18' 00" West, 116.08 feet along said right-of-way line;  
Thence South 79° 18' 00" East, 56.68 feet;  
Thence North 55° 42' 00" East, 69.92 feet;  
Thence North 34° 18' 00" West, 72.00 feet;  
Thence North 55° 42' 00" East, 170.00 feet to the point of beginning.

AFTER RECORDATION PLEASE RETURN TO:

KUTAK ROCK LLP  
515 South Figueroa Street, Suite 1240  
Los Angeles, California 90071-3329  
Attention: Sam S. Balisy, Esq.

THIS TRANSACTION IS EXEMPT FROM THE CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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**FIRST AMENDMENT TO ASSIGNMENT AGREEMENT**

Dated as of January 1, 2010

by and between

RIVERSIDE DISTRICT ASSET LEASING CORPORATION

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

---

## **FIRST AMENDMENT TO ASSIGNMENT AGREEMENT**

THIS FIRST AMENDMENT TO ASSIGNMENT AGREEMENT (this "First Amendment to Assignment Agreement"), dated as of January 1, 2010, is entered into by and between the RIVERSIDE DISTRICT ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "Corporation"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association (the "Trustee"), and amends and supplements that certain Assignment Agreement, dated as of December 1, 2003 (the "Assignment Agreement"), entered into by and between the Corporation and the Trustee:

WHEREAS, the County of Riverside (the "County") and the Corporation entered into the Property Lease pursuant to which the County leased real property (the "Site") and buildings, improvements and fixtures situated thereon (the "Improvements" and, together with the Site the "Leased Premises"), as more particularly described in Exhibit A attached hereto, to the Corporation;

WHEREAS, the Corporation leased the Leased Premises back to the County pursuant to a Lease Agreement, dated as of December 1, 2003 (the "Lease Agreement");

WHEREAS, in connection with the entering into of the Property Lease and the Lease Agreement, the County, the Corporation and BNY Western Trust (the predecessor to The Bank of New York Mellon Trust Company, N.A.), as trustee, entered into a Trust Agreement, dated as of December 1, 2003 (the "Trust Agreement"), pursuant to which \$8,685,000 aggregate principal amount of County of Riverside Refunding Certificates of Participation (Capital Facilities Projects), 2003 Series B (the "Certificates") were executed and delivered;

WHEREAS, the Certificates are currently outstanding under the Trust Agreement in the aggregate principal amount of \$3,665,000;

WHEREAS, the payment of principal and interest with respect to the Certificates is guaranteed by a financial guaranty insurance policy issued by Ambac Assurance Corporation (the "Insurer");

WHEREAS, the Corporation assigned all of its right, title and interest in the Property Lease and the Lease Agreement to the Trustee on the terms and conditions set forth in the Assignment Agreement;

WHEREAS, the County and the Administrative Office of Courts of the State of California (the "AOC") are currently negotiating the acquisition of a portion of the Site for the construction of additional courthouse facilities (the "Courthouse Site");

WHEREAS, in order to consummate the transfer of the Courthouse Site to the AOC, the County is required to remove the lien of the Property Lease and Lease Agreement from the Site;

WHEREAS, pursuant to Section 2.02 of the Lease Agreement, the Leased Premises may be substituted by other properties, at the option of the County with the written consent of the



Insurer, provided, however, that: (a) such substitution does not, in the opinion of Independent Counsel, adversely affect the exclusion of the interest component of the Base Rental payments to be made under the Lease Agreement from the gross income of the owners of the Certificates for federal income tax purposes; (b) the County certifies to the Trustee that the fair rental value of the substituted property is at least equal to the Base Rental each year for the remaining term of this Lease Agreement; (c) the County has been advised by all rating agencies that have provided ratings on Certificates that such substitution will not, in and of itself, result in a reduction of such ratings on the Certificates; (d) in the event that the substituted property consists in whole or in part of real property, a California Land Title Association insurance policy on the substituted property has been obtained and evidence that any existing title insurance with respect to the portion of the Leased Premises remaining after such substitution is not affected; and (e) unless otherwise expressly waived in writing by the Insurer, prior to any such substitution, the County shall furnish the Insurer with the following (i) an MAI fair market appraisal demonstrating that the value of the substituted property is at least equal to the portion of the Leased Premises released; (ii) a certificate from a County Representative that the useful life of the substituted property meets or exceeds the remaining term of the Certificates; (iii) a certificate from a County Representative that the essentiality of the substituted property is comparable to that of the portion of the Leased Premises released; and (iv) evidence that, other than Permitted Encumbrances, no prior liens exist as to the substituted property (the "Substitution Conditions");

WHEREAS, Section 6.02 of the Trust Agreement provides that the Property Lease and the Lease Agreement may be amended with the consent of the Trustee and the Insurer, for the purpose substituting property to be leased as provided for in the Lease Agreement;

WHEREAS, the County and the Corporation have agreed to substitute the real property and improvements more particularly described on Exhibit B hereto (the "Substituted Property") for the real property and improvements more particularly described on Exhibit A of the Property Lease and the Lease Agreement (the "Existing Property") and to terminate the Corporation's and the Trustee's interest in the Existing Property (the "Substitution");

WHEREAS, in connection with the Substitution, the Corporation and the County will execute and deliver a First Amendment to Lease Agreement, dated as of January 1, 2010 ("First Amendment to Lease Agreement"), and a First Amendment to Property Lease, dated as of January 1, 2010 ("First Amendment to Property Lease"); and

WHEREAS, the First Amendment to Lease Agreement and the First Amendment to Property Lease have been executed and delivered.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. **Definitions.** Unless otherwise specifically defined herein, all capitalized terms used herein shall have the meanings stated in or ascribed thereto in the Trust Agreement.

Section 2. **Substitution Conditions.** The County has satisfied the Substitution Conditions (as such conditions are defined in the First Amendment to Lease Agreement), and the Insurer and the Trustee have consented in writing to the Substitution.

Section 3. **Amendments and Termination.** Exhibit A of the Assignment Agreement is hereby amended in its entirety and replaced with Exhibit B attached. On and after the Effective Date, as described below, the rights of the Trustee and the Corporation in the Existing Property shall automatically terminate and neither the Corporation nor the Trustee shall have any interest in the Existing Property.

Section 4. **Agreement.** Except as specifically amended hereby, the Assignment Agreement shall remain in full force and effect as in existence as of the date hereof. On and after the Effective Date, any reference by the Trustee or the Corporation to the Assignment Agreement shall mean the Assignment Agreement as amended by this First Amendment to Assignment Agreement.

Section 5. **Partial Invalidity.** If any one or more of the terms, provisions, promises, covenants or conditions of this First Amendment to Assignment Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this First Amendment to Assignment Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 6. **Effective Date.** This First Amendment to Assignment Agreement shall become effective on the date this First Amendment to Assignment Agreement or a memorandum thereof is recorded in the Official Records of the County of Riverside, California.

Section 7. **Governing Law.** This First Amendment to Assignment Agreement shall be governed by the laws of the State of California.

Section 8. **Execution in Counterparts.** This First Amendment to Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Assignment Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N. A.

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

COUNTY OF RIVERSIDE  
ASSET LEASING CORPORATION

By \_\_\_\_\_  
President

ATTEST:

By \_\_\_\_\_  
Secretary

[Signature page to the First Amendment to Assignment Agreement]

**EXHIBIT A**

**DESCRIPTION OF EXISTING PROPERTY**

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

The Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Meridian, in the City of Indio, County of Riverside, State of California, according the official plat thereof.

Excepting therefrom that portion described in Notice of Lot Line Adjustment recorded October 31, 1996 as Instrument No. 417816, of Official Records.

## EXHIBIT B

### DESCRIPTION OF SUBSTITUTED PROPERTY

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

#### Parcel 1:

Parcel "A" of Lot Line Adjustment No. 4538, recorded February 2, 2004 as Instrument No. 2004-0072963, in the County of Riverside, State of California, being more particularly described as follows:

Being a portion of Block Q of the "Riverside Valley Home Gardens" Subdivision, as shown by Map on file in Book 11, Page(s) 88, of Maps, Riverside County Records.

Commencing at the most Northerly corner of said Block Q, said point also being the most Northerly corner of Lot 4;

Thence South  $34^{\circ} 18' 00''$  East, 188.00 feet along the Westerly right-of-way line of Blair Street, distant 25 feet from the centerline of said Blair Street;

Thence South  $55^{\circ} 42' 00''$  West, 170.00 feet;

Thence South  $34^{\circ} 18' 00''$  East, 72.00 feet;

Thence South  $55^{\circ} 42' 00''$  West 69.92 feet;

Thence North  $79^{\circ} 18' 00''$  West, 56.68 feet to the Easterly right-of-way line of Neece Street, distant 25 feet from the centerline of Neece Street;

Thence along said  $18' 00''$  West, 219.92 feet to the most Westerly right-of-way line North 34 corner of Block Q, also being the most Westerly corner of Lot 1;

Thence along the North line of said Block Q, said line also being the Southerly right-of-way line of Magnolia Avenue, distant 66.00 feet from the centerline of said Magnolia Avenue North  $55^{\circ} 42' 00''$  East, 280.00 feet to the point of commencement.

#### Parcel 2:

Parcel "B" of Lot Line Adjustment No. 4538, recorded February 2, 2004 as Instrument No. 2004-0072963, in the County of Riverside, State of California, being more particularly described as follows:

Being a portion of Block Q of the "Riverside Valley Home Gardens" Subdivision, as shown by Map on file in Book 11, Page(s) 88, of Maps, Riverside County Records.

Commencing at the most Northerly corner of said Block Q, said point also being the most Northerly corner of Lot 4;

Thence South  $34^{\circ} 18' 00''$  East, 188.00 feet along the Westerly right-of-way line of Blair Street, distant 25 feet from the centerline of said Blair Street, to the True Point of Beginning;

Thence continuing South  $34^{\circ} 18' 00''$  East, 148.00 feet along the Westerly right-of-way line of Blair Street to the most Easterly corner of Lot 27 of said Block Q;

Thence South  $55^{\circ} 42' 00''$  West, 280.00 feet along the Southerly line of Lots 27 and 7 to the most Southerly corner of said Lot 7, this point also being on the Easterly right-of-way line of Neece Street, distant 25.00 feet from the centerline of said Neece Street;

Thence North  $34^{\circ} 18' 00''$  West, 116.08 feet along said right-of-way line;

Thence South 79° 18' 00" East, 56.68 feet;  
Thence North 55° 42' 00" East, 69.92 feet;  
Thence North 34° 18' 00" West, 72.00 feet;  
Thence North 55° 42' 00" East, 170.00 feet to the point of beginning.

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, before me, \_\_\_\_\_,

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.

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document  
and could prevent fraudulent reattachment of this form.

**CAPACITY(IES) CLAIMED BY  
SIGNER(S)**

**DESCRIPTION OF ATTACHED  
DOCUMENT**

Individual  
Corporate Officer

\_\_\_\_\_ Title(s)  
Partner(s) Limited  
General  
Attorney-In-Fact  
Trustee(s)  
Guardian/Conservator  
Other: \_\_\_\_\_

\_\_\_\_\_ Title or Type of Document  
\_\_\_\_\_ Number of Pages  
\_\_\_\_\_ Date of Document

Signer is Representing:  
Name of Person(s) or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

AFTER RECORDATION PLEASE RETURN TO:

KUTAK ROCK LLP  
515 South Figueroa Street, Suite 1240  
Los Angeles, California 90071-3329  
Attention: Sam S. Balisy, Esq.

THIS TRANSACTION IS EXEMPT FROM THE CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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**FIRST AMENDMENT TO LEASE AGREEMENT**

Dated as of January 1, 2010

by and between

COUNTY OF RIVERSIDE ASSET LEASING CORPORATION

and

COUNTY OF RIVERSIDE

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## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, dated as of January 1, 2010 (this "First Amendment to Lease Agreement"), is made by and between the COUNTY OF RIVERSIDE ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "Corporation") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (the "County"), and amends and supplements that certain Lease Agreement, dated as of December 1, 2003 (the "Lease Agreement") entered into by and between the County and the Corporation:

WHEREAS, the County and the Corporation entered into the Property Lease pursuant to which the County leased real property (the "Site") and buildings, improvements and fixtures situated thereon (the "Improvements" and, together with the Site the "Leased Premises"), as more particularly described in Exhibit A attached hereto, to the Corporation;

WHEREAS, the Corporation leased the Leased Premises back to the County pursuant to the Lease Agreement;

WHEREAS, in connection with the entering into of the Property Lease and the Lease Agreement, the County, the Corporation and BNY Western Trust (the predecessor to The Bank of New York Mellon Trust Company, N.A.), as trustee (the "Trustee"), entered into a Trust Agreement, dated as of December 1, 2003 (the "Trust Agreement"), pursuant to which \$8,685,000 aggregate principal amount of County of Riverside Refunding Certificates of Participation (Capital Facilities Projects), 2003 Series B (the "Certificates") were executed and delivered;

WHEREAS, the Certificates are currently outstanding under the Trust Agreement in the aggregate principal amount of \$3,665,000;

WHEREAS, the payment of principal and interest with respect to the Certificates is guaranteed by a financial guaranty insurance policy issued by Ambac Assurance Corporation (the "Insurer");

WHEREAS, the County and the Administrative Office of Courts of the State of California (the "AOC") are currently negotiating the acquisition of a portion of the Site for the construction of additional courthouse facilities (the "Courthouse Site");

WHEREAS, in order to consummate the transfer of the Courthouse Site to the AOC, the County is required to remove the lien of the Property Lease and Lease Agreement from the Site;

WHEREAS, pursuant to Section 2.02 of the Lease Agreement, the Leased Premises may be substituted by other properties, at the option of the County with the written consent of the Insurer, provided, however, that: (a) such substitution does not, in the opinion of Independent Counsel, adversely affect the exclusion of the interest component of the Base Rental payments to be made under the Lease Agreement from the gross income of the owners of the Certificates for federal income tax purposes; (b) the County certifies to the Trustee that the fair rental value of

the substituted property is at least equal to the Base Rental each year for the remaining term of this Lease Agreement; (c) the County has been advised by all rating agencies that have provided ratings on Certificates that such substitution will not, in and of itself, result in a reduction of such ratings on the Certificates; (d) in the event that the substituted property consists in whole or in part of real property, a California Land Title Association insurance policy on the substituted property has been obtained and evidence that any existing title insurance with respect to the portion of the Leased Premises remaining after such substitution is not affected; and (e) unless otherwise expressly waived in writing by the Insurer, prior to any such substitution, the County shall furnish the Insurer with the following (i) an MAI fair market appraisal demonstrating that the value of the substituted property is at least equal to the portion of the Leased Premises released; (ii) a certificate from a County Representative that the useful life of the substituted property meets or exceeds the remaining term of the Certificates; (iii) a certificate from a County Representative that the essentiality of the substituted property is comparable to that of the portion of the Leased Premises released; and (iv) evidence that, other than Permitted Encumbrances, no prior liens exist as to the substituted property (the "Substitution Conditions");

WHEREAS, Section 6.02 of the Trust Agreement provides that the Property Lease and the Lease Agreement may be amended with the consent of the Trustee and the Insurer, for the purpose substituting property to be leased as provided for in the Lease Agreement;

WHEREAS, the County and the Corporation now desire to substitute the real property and improvements more particularly described on Exhibit B hereto (the "Substituted Property") for the real property and improvements more particularly described on Exhibit A of the Property Lease and the Lease Agreement (the "Existing Property") and to terminate the Corporation's and the Trustee's interest in the Existing Property (the "Substitution");

WHEREAS, all other acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this First Amendment to Lease Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Amendment to Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. **Definitions.** Unless otherwise specifically defined herein, all capitalized terms used herein shall have the meanings stated in or ascribed thereto in the Trust Agreement.

Section 2. **Substitution Conditions.** The County has either satisfied all of the Substitution Conditions or the Insurer has expressly waived those Substitution Conditions not satisfied by the County and the Insurer and the Trustee have consented in writing to the Substitution.

Section 3. ***Amendments and Termination.*** Exhibit A of the Lease Agreement is hereby amended in its entirety and replaced with the Exhibit B attached hereto. On and after the Effective Date, as described below, the lease of the Existing Property by the Corporation to the County pursuant to the Lease Agreement shall automatically terminate and neither the Corporation nor the Trustee shall have any interest in the Existing Property.

Section 4. ***Agreement.*** Except as specifically amended hereby, the Lease Agreement shall remain in full force and effect as in existence as of the date hereof. On and after the Effective Date, any reference by the County or the Corporation to the Lease Agreement shall mean the Lease Agreement as amended by this First Amendment.

Section 5. ***Partial Invalidity.*** If any one or more of the terms, provisions, promises, covenants or conditions of this First Amendment shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this First Amendment shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 6. ***Effective Date.*** This First Amendment shall become effective on the date this First Amendment is recorded in the Official Records of Riverside County, California.

Section 7. ***Governing Law.*** This First Amendment shall be governed by the laws of the State of California.

Section 8. ***Execution in Counterparts.*** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

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

COUNTY OF RIVERSIDE

By \_\_\_\_\_  
Jeff Stone, Chairman of the  
Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM  
CLERK OF THE BOARD OF SUPERVISORS

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

COUNTY OF RIVERSIDE ASSET  
LEASING CORPORATION

By \_\_\_\_\_  
President

ATTEST:

By \_\_\_\_\_  
Secretary

[Signature page to the First Amendment to the Property Lease]

**EXHIBIT A**

**DESCRIPTION OF EXISTING PROPERTY**

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

The Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Meridian, in the City of Indio, County of Riverside, State of California, according the official plat thereof.

Excepting therefrom that portion described in Notice of Lot Line Adjustment recorded October 31, 1996 as Instrument No. 417816, of Official Records.

[See Attached]

## EXHIBIT B

### DESCRIPTION OF SUBSTITUTED PROPERTY

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

#### Parcel 1:

Parcel "A" of Lot Line Adjustment No. 4538, recorded February 2, 2004 as Instrument No. 2004-0072963, in the County of Riverside, State of California, being more particularly described as follows:

Being a portion of Block Q of the "Riverside Valley Home Gardens" Subdivision, as shown by Map on file in Book 11, Page(s) 88, of Maps, Riverside County Records.

Commencing at the most Northerly corner of said Block Q, said point also being the most Northerly corner of Lot 4;

Thence South 34° 18' 00" East, 188.00 feet along the Westerly right-of-way line of Blair Street, distant 25 feet from the centerline of said Blair Street;

Thence South 55° 42' 00" West, 170.00 feet;

Thence South 34° 18' 00" East, 72.00 feet;

Thence South 55° 42' 00" West 69.92 feet;

Thence North 79° 18' 00" West, 56.68 feet to the Easterly right-of-way line of Neece Street, distant 25 feet from the centerline of Neece Street;

Thence along said 18' 00" West, 219.92 feet to the most Westerly right-of-way line North 34 corner of Block Q, also being the most Westerly corner of Lot 1;

Thence along the North line of said Block Q, said line also being the Southerly right-of-way line of Magnolia Avenue, distant 66.00 feet from the centerline of said Magnolia Avenue North 55° 42' 00" East, 280.00 feet to the point of commencement.

#### Parcel 2:

Parcel "B" of Lot Line Adjustment No. 4538, recorded February 2, 2004 as Instrument No. 2004-0072963, in the County of Riverside, State of California, being more particularly described as follows:

Being a portion of Block Q of the "Riverside Valley Home Gardens" Subdivision, as shown by Map on file in Book 11, Page(s) 88, of Maps, Riverside County Records.

Commencing at the most Northerly corner of said Block Q, said point also being the most Northerly corner of Lot 4;

Thence South 34° 18' 00" East, 188.00 feet along the Westerly right-of-way line of Blair Street, distant 25 feet from the centerline of said Blair Street, to the True Point of Beginning;

Thence continuing South 34° 18' 00" East, 148.00 feet along the Westerly right-of-way line of Blair Street to the most Easterly corner of Lot 27 of said Block Q;

Thence South 55° 42' 00" West, 280.00 feet along the Southerly line of Lots 27 and 7 to the most Southerly corner of said Lot 7, this point also being on the Easterly right-of-way line of Neece Street, distant 25.00 feet from the centerline of said Neece Street;

Thence North 34° 18' 00" West, 116.08 feet along said right-of-way line;

Thence South 79° 18' 00" East, 56.68 feet;  
Thence North 55° 42' 00" East, 69.92 feet;  
Thence North 34° 18' 00" West, 72.00 feet;  
Thence North 55° 42' 00" East, 170.00 feet to the point of beginning.

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, before me, \_\_\_\_\_,

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.

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document  
and could prevent fraudulent reattachment of this form.

**CAPACITY(IES) CLAIMED BY  
SIGNER(S)**

**DESCRIPTION OF ATTACHED  
DOCUMENT**

Individual  
Corporate Officer

\_\_\_\_\_  
Title(s)

Partner(s) Limited  
General

Attorney-In-Fact  
Trustee(s)  
Guardian/Conservator  
Other: \_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

Signer is Representing:  
Name of Person(s) or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above