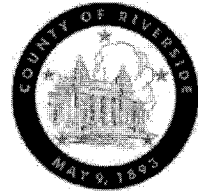


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.13
(ID # 7039)

MEETING DATE:

Tuesday, June 26, 2018

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Authorizing the Asset Substitution associated with the County Of Riverside Asset Leasing Corporation Lease Revenue Bonds, Series 2013; Adopt Resolution No. 2018-115 Approving and Authorizing the Execution of Amendment No. 1 to the Ground Lease and Lease Agreement between the County of Riverside and County of Riverside Asset Leasing Corporation Relating to the Lease of Certain Real Property Located in the City of Riverside, California and Approving a Termination Agreement relating to Said Property, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2018-115 Approving and Authorizing the Execution of Amendment No. 1 to Ground Lease and Lease Agreement between the County of Riverside and the County of Riverside Asset Leasing Corporation Relating to the Lease of Certain Real Property Located in the City of Riverside, California and Approving a Termination Agreement relating to Said Property;
2. Approve the Amendment No. 1 to Ground Lease and Lease Agreement between the County of Riverside and the County of Riverside Asset Leasing Corporation and authorize the County Executive Officer to execute the same on behalf of the County; and
3. Approve the Release of Lien and Termination Agreement between County of Riverside, the County of Riverside Asset Leasing Corporation and Wells Fargo Bank, NA and authorize the Chairman of the Board to execute the same on behalf of the County.

ACTION: Policy


Stephanie Perez, Principal Management Analyst 6/18/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 26, 2018
xc: EO

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

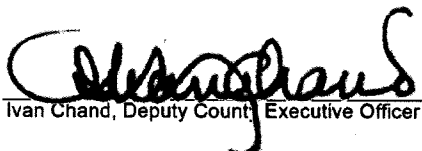
Summary

In July 2013, the County of Riverside (the "County") and the County of Riverside Asset Leasing Corporation (the "CORAL") have previously entered into a Lease Agreement and a Ground Lease under which the County leased to CORAL property consisting of the Riverside County Information Technology Building ("RCIT") and other interim leased facilities for the purpose of financing the RCIT Building, improvements to the RC3 data center, and rehabilitation of a building to be used by the Public Defender and Probation.

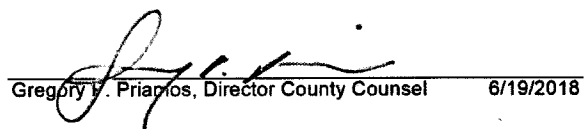
The Lease Agreement provides terms for the substitution of the Public Defender and Probation building once the building was complete, with the provision of a policy of title insurance and an opinion of Bond Counsel. The County has determined that it is in its best interests to amend the Ground Lease and Lease Agreement to remove the Interim Site and Facilities, as defined in the Lease Agreement and to substitute such property with the Public Defender and Probation building by entering into Amendment No. 1 to the Ground Lease and Lease Agreement.

During the title search it was determined that a fully refunded prior 1997 financing was still showing on title and now needs to be removed. The Release of Lien and Termination Agreement purports to clear title of the real property.

This action will properly align the 2013 financing with the correct collateral and free up resources for other needs.


Ivan Chand, Deputy County Executive Officer

6/19/2018


Gregory V. Priamos, Director County Counsel

6/19/2018

2
3 RESOLUTION NO. 2018-115

4
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
6 APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE
7 GROUND LEASE AND LEASE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND
8 THE COUNTY OF RIVERSIDE ASSET LEASING CORPORATION RELATING TO THE LEASE OF
9 CERTAIN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, CALIFORNIA AND
10 APPROVING A TERMINATION AGREEMENT RELATING TO SAID PROPERTY

11
12 WHEREAS, the County of Riverside (the "County") and the County of Riverside Asset
13 Leasing Corporation (the "CORAL") have previously entered into a Ground Lease dated as of July 1,
14 2013 (the "Ground Lease") under which the County leased to CORAL property consisting of the
15 Information Technology Building ("IT Building") and other interim leased facilities (the "Leased
16 Property") for the purpose of financing the IT Building, improvements to the County's data center, and
17 rehabilitation of a building to be used by the Public Defender and Probation; and

18 WHEREAS, concurrently with the execution of the Ground Lease, CORAL leased the
19 Leased Property to the County pursuant to a Lease Agreement (the "Lease Agreement"), dated as of July
20 1, 2013, for the purpose of securing payments made with respect to the \$66,015,000 County of Riverside
21 Asset Leasing Corporation Lease Revenue Bonds Series 2013A (the "Bonds"), which were issued
22 pursuant to an Indenture of Trust dated as of July 1, 2013, by and between CORAL and Wells Fargo Bank,
23 N.A.; and

24 WHEREAS, a portion of the proceeds of the Bonds were used to refurbish a building
25 owned by the County and to be used the Public Defender and Probation, as defined in the Lease
26 Agreement; and

27 WHEREAS, the Lease Agreement provides terms for the substitution of the Public
28 Defender and Probation Building with the provision of a policy of title insurance and an opinion of Bond

FORM APPROVED COUNTY COUNSEL
BY: *Syngiam Gunzel* DATE: *6-16-18*
SYNGIAM GUNZEL

1 Counsel; and

2 WHEREAS, the County has determined that it is in its best interests to amend the Ground
3 Lease and Lease Agreement to remove the Interim Site and Facilities, as defined in the Lease Agreement,
4 as further described in Exhibit "A", attached hereto and by this reference incorporated herein, from the
5 description of the Leased Property contained in both the Ground Lease and the Lease Agreement and to
6 substitute such property with the Public Defender and Probation Building by entering into Amendment
7 No. 1 to the Ground Lease and Lease Agreement (the "Amendment"), as further described in Exhibit "B",
8 attached hereto and by this reference incorporated herein; and

9 WHEREAS, there is presented to the Board of Supervisors a form of Release of Lien and
10 Termination Agreement which purports to clear title of the real property on which the Public Defender
11 and Probation is located from agreements which are no longer effective, and which is attached hereto as
12 Appendix "C"; and

13 WHEREAS, the County now wishes to approve the Amendment, together with the
14 Termination Agreement and authorize execution thereof;

15 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
16 Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on June 26,
17 2018, in the meeting room of the Board of Supervisors located on the First Floor of the County
18 Administrative Center, 4080 Lemon Street, Riverside, California, that:

19 Section 1. Recitals. The recitals set forth above are true and correct and by this
20 reference incorporated herein.

21 Section 2. Approval of First Amendment. The Board of Supervisors hereby approves
22 the Amendment in the form presented to this meeting, whereby the Interim Site and Facilities will be
23 removed and replaced with the real property with the Public Defender and Probation, together with such
24 additions thereto and changes therein as Bond Counsel shall deem necessary, desirable or appropriate, the
25 execution of which by the Chairman, County Executive Officer, Deputy County Executive Officer or his
26 designee shall be conclusive evidence of the approval of any such additions and changes.

27 Section 3. Satisfaction of Lease Agreement. The Amendment shall be subject to the
28 delivery of a policy of title insurance and the delivery of an opinion of Bond Counsel is provided as


1 required in Section 4.09(h) of the Lease Agreement.

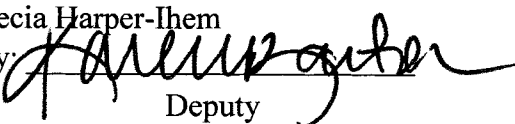
2 Section 4. Approval of Termination Agreement. The form of Release of Lien and
3 Termination Agreement presented to this meeting is hereby approved, together with such additions thereto
4 and changes therein as Bond Counsel shall deem necessary, desirable or appropriate, the execution of
5 which by the Chairman, County Executive Officer, Deputy County Executive Officer or his designee shall
6 be conclusive evidence of the approval of any such additions and changes.

7 Section 5 Official Actions. The Chairman, County Executive Officer, Deputy County
8 Executive Officer or Clerk of the Board of Supervisors and any and all other officers of the County are
9 hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things
10 and take any and all actions in connection with the execution and delivery of the Amendment and Release
11 of Lien and Termination Agreement.

12 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
13 authorizes the Chairman of the Board of Supervisors to execute the Release of Lien and Termination
14 Agreement and the County Executive Officer to execute the First Amendment to Ground Lease and Lease
15 Agreement on behalf of the County.

16 The foregoing resolution was adopted by the Board of Supervisors of the County of Riverside on
17 June 26, 2018.

COUNTY OF RIVERSIDE
By: 
Chuck Washington, Chairman
Board of Supervisors

20 ATTEST:
21 Clerk of the Board
22 Kecia Harper-Ihem
By: 
23 Deputy

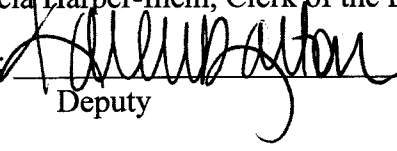
24
25 ROLL CALL:

26 Ayes: Jeffries, Tavaglione, Washington and Perez
27 Nays: None
28 Absent: Ashley

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

Kecia Harper-Ihem, Clerk of the Board

By: 
Deputy

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, California 92501
Attention: Kim A. Byrens, Esq.

(Space above for Recorder's Use)

AMENDMENT NO. 1 TO
GROUND LEASE AND LEASE AGREEMENT

Dated as of _____, 2018

by and between

COUNTY OF RIVERSIDE ASSET LEASING CORPORATION

and

COUNTY OF RIVERSIDE

(Exempt from filing fee pursuant to
Government Code Section 6103)

**AMENDMENT NO. 1 TO
GROUND LEASE AND LEASE AGREEMENT**

THIS AMENDMENT NO. 1 TO GROUND LEASE AND LEASE AGREEMENT, made as of _____, 2018, is entered into by and between COUNTY OF RIVERSIDE ASSET LEASING CORPORATION, a non-profit public benefit corporation organized and existing under the laws of the State of California, as lessor (the "CORAL") and the COUNTY OF RIVERSIDE, a political sub-division of the State of California, duly organized and existing under and by virtue of the laws of said state, as lessee (the "County").

WITNESSETH

WHEREAS, the County and the CORAL have previously entered into a Ground Lease dated as of July 1, 2013 (the "Ground Lease"), recorded as Document No. 2013-0345622 in the Official Records of the Riverside County Recorder's Office, under which the County leased to CORAL the property set forth therein and described in Exhibit A thereto (the "Leased Property"); and

WHEREAS, concurrently with the execution of the Ground Lease, the CORAL leased the Leased Property to the County pursuant to a Lease Agreement (the "Lease Agreement"), dated as of July 1, 2013, and that certain Memorandum of Lease recorded as Document No. 2013-0345623 in the Official Records of the Riverside County Recorder's Office, for the purpose of securing payments made with respect to the \$66,015,000 County of Riverside Asset Leasing Corporation Lease Revenue Bonds Series 2013A (the "Bonds"), which were issued pursuant to an Indenture of Trust (the "Indenture") dated as of July 1, 2013, by and between CORAL and Wells Fargo Bank, N.A.; and

WHEREAS, a portion of the proceeds of the Bonds were used to refurbish a building owned by the County and to be used by the Public Defender and Probation, as defined in the Lease Agreement; and

WHEREAS, the County has determined that it is in its best interests to amend the Ground Lease and Lease Agreement to remove the Interim Site and Facilities, as defined in the Lease Agreement, from the description of the Leased Property contained in both the Ground Lease and the Lease Agreement and to substitute such property with the Public Defender and the Probation Building by amending Exhibit A in each such document and replacing a portion of the property in such Exhibit A with the description of the Leased Property shown in Exhibit B attached hereto and by this reference herein incorporated; and

WHEREAS, Section 4.09 of the Indenture provides for the amendment of the Lease Agreement if such modification or amendment for the purpose of releasing the Interim Site and Facilities for the addition of the Public Defender and Probation Building; and

WHEREAS, the County finds that the security for payment of the Bonds will not be impaired, nor will the interests of the Bond Owners be adversely effected; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as

follows:

**ARTICLE I
DEFINITIONS AND EXHIBITS**

Section 1.1 Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings given to such terms in the Lease Agreement and the Indenture.

**ARTICLE II
REPRESENTATIONS, OF THE DISTRICT**

Section 2.1 Representations of the County. The County represents, covenants and warrants to the CORAL as follows:

(a) Due Organization and Existence. The County is a duly organized and validly existing municipal corporation under the laws of the State of California.

(b) No Default. No Event of Default has occurred under the Lease Agreement and no event has occurred which, with the passing of time or the giving of notice, would constitute an Event of Default under the Lease Agreement.

**ARTICLE III
AMENDMENT TO GROUND LEASE AND LEASE AGREEMENT**

Section 3.1 Release of Interim Site and Facilities. The Ground Lease and Lease Agreement are hereby amended releasing the lien of the Ground Lease and Lease Agreement on the properties listed in Exhibit A hereto.

Section 3.2 Substitution of the Public Defender and Probation Building. The Ground Lease and the Lease Agreement are hereby amended with the addition of the property described in Exhibit B attached hereto, and the lien of the Ground Lease and the Lease Agreement shall apply to such property.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 Severability. In the event any provision of this Amendment No. 1 to Ground Lease and Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 4.2 Execution in Counterparts. This Amendment No. 1 to Ground Lease and Lease Agreement may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

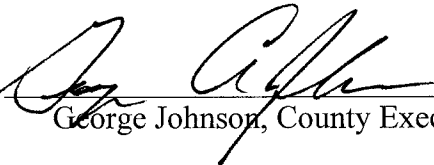
Section 4.3 Applicable Law. This Amendment No. 1 to Ground Lease and Lease Agreement shall be governed and construed in accordance with the laws of the State of California.

(Signature page follows)

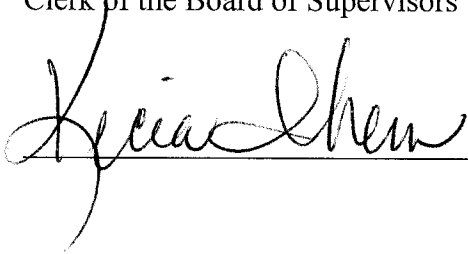
IN WITNESS WHEREOF, the CORAL has caused this Amendment No. 1 to Ground Lease and Lease Agreement to be executed in its corporate name by its duly authorized officer; and the County has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

COUNTY OF RIVERSIDE, as Lessor under Ground Lease and as Lessee under Lease Agreement

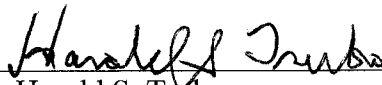
FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 6/16/18
SYNTHIA M. GUNZEL DATE

By: 
George Johnson, County Executive Officer

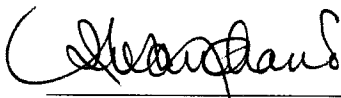
ATTEST:
Kecia Harper-Ihem
Clerk of the Board of Supervisors



COUNTY OF RIVERSIDE ASSET LEASING CORPORATION, as Lessee under Ground Lease and as Lessor under Lease Agreement

By: 
Harold S. Trubo,
President of the Board of Directors

ATTEST:


Ivan M. Chand, Assistant Secretary

*-Signature Page-
Amendment No. 1 to
Ground Lease and Lease Agreement*

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

STATE OF CALIFORNIA)
)
COUNTY OF Riverside)

On May 2, 2018, before me, Jennifer Kammerer, a Notary Public, personally appeared Harold S Trubo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jennifer Kammerer

(Seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF Riverside)

On May 3, 2018, before me, Jennifer Kammerer, a Notary Public, personally appeared George H. Johnson, 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 Jennifer Kammerer

(Seal)

EXHIBIT A

RELEASED PROPERTY

PROPERTY #1 (163-300-021)

PARCEL A:

ALL THAT PORTION OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN ON MAP OF THE JURUPA RANCHO, ON FILE IN MAP BOOK 9, PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ARLINGTON-PEDLEY ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE OF PARCEL 2 OF DEED RECORDED DECEMBER 07, 1938 IN BOOK 401, PAGE 141, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY AND BY DEED RECORDED JANUARY 24, 1928 IN DEED BOOK 722, PAGE 139, SAID RECORDS AND OTHER DEEDS, AND LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THAT PARCEL CONVEYED TO SAID COUNTY OF RIVERSIDE BY DEED RECORDED JANUARY 09, 1956 IN BOOK 1844, PAGE 38, SAID OFFICIAL RECORDS.

PARCEL B:

THAT PORTION OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN ON MAP OF THE JURUPA RANCHO ON FILE IN MAP BOOK 9, PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THAT 115 FOOT WIDE RIGHT OF WAY DESCRIBED IN PARCEL 2 IN DEED TO THE COUNTY OF RIVERSIDE RECORDED DECEMBER 06, 1938 IN BOOK 401, PAGE 141, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON THE ARC OF A 375 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE THEREFROM BEARS SOUTH 65° 20' 44" WEST, AND STATION 78 AS SHOWN ON MAP ON FILE IN RECORD OF SURVEY BOOK 16, PAGE 53, RECORDS OF SAID COUNTY, BEARS 12° 47' 02" EAST, A DISTANCE OF 142.36 FEET, BASIS OF BEARING BEING THE LINE BETWEEN STATION 77 AND SAID SECTION 78 SHOWN AS SOUTH 61° 29' 45" EAST; THENCE NORTHWESTERLY ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 54° 07' 09", A DISTANCE OF 354.21 FEET; THENCE NORTH 78° 46' 25" WEST, AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 82.98 FEET; THENCE NORTH 78° 46' 25" WEST, AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 82.98 FEET; THENCE SOUTH 56° 54' 37" EAST, A DISTANCE OF 416.80 FEET TO THE POINT OF BEGINNING.

THOSE PORTION OF THE ARLINGTON-PEDLEY ROAD AND OF VAN BUREN BOULEVARD IN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, JURUPA RANCHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL C:

THIS ITEM HAS BEEN INTENTIONALLY DELETED

PARCEL D:

THIS ITEM HAS BEEN INTENTIONALLY DELETED

PARCEL E:

THIS ITEM HAS BEEN INTENTIONALLY DELETED

PARCEL F:

A PORTION OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN ON MAP OF THE JURUPA RANCHO, RECORDED IN MAP BOOK 9, PAGE 33, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT I, AS SHOWN ON MAP OF SPARRLAND UNIT NO. 6, FILED IN MAP BOOK 15, PAGE 65, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING ON THE CENTER LINE OF COUNTY HIGHWAY KNOWN AS THE ARLINGTON PEDLEY ROAD; THENCE SOUTH 61° 29' 45" EAST ALONG THE SOUTHERLY BOUNDARY OF THE PROPERTY OWNED BY THOMAS L. CLAY, AS ESTABLISHED BY AGREEMENT RECORDED SEPTEMBER 15, 1948, IN BOOK 1010 OF OFFICIAL RECORDS, AT PAGE 505, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, FOR A DISTANCE OF APPROXIMATELY 848 FEET TO THE NORTHEASTERLY BOUNDARY OF THE PROPERTY CONVEYED TO RIVERSIDE COUNTY BY DEED RECORDED DECEMBER 06, 1938 IN BOOK 399, PAGE 157 OFFICIAL RECORDS OF RIVERSIDE COUNTY. THENCE SOUTHEASTERLY ALONG THE BOUNDARY OF SAID PROPERTY SO CONVEYED, 380 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY OF THE TRACT OF LAND CONVEYED TO RIVERSIDE COUNTY BY DEED RECORDED JUNE 12, 1946, IN BOOK 758 PAGE 30, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PROPERTY SO CONVEYED, 1350 FEET TO THE SOUTHEASTERLY BOUNDARY OF LOT I ABOVE DESCRIBED; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LOT I ABOUT 480 FEET TO THE POINT OF BEGINNING.

PROPERTY #2: (APN: 215-292-001)

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF BLOCK 12, RANGE 5, AS SHOWN BY MAP OF THE TOWN OF RIVERSIDE ON FILE IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA: THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF TWELFTH STREET, 157 FEET, TO THE WESTERLY LINE OF AN ALLEY; THENCE AT A RIGHT ANGLE SOUTHERLY, ALONG THE WESTERLY LINE OF SAID ALLEY, 63 FEET; THENCE AT A RIGHT ANGLE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF TWELFTH STREET, 157 FEET, TO THE EASTERLY LINE OF ORANGE STREET; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF ORANGE STREET, 63 FEET, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 10 FEET AND SOUTHEASTERLY 2 FEET OF THE NORTHEASTERLY 63 FEET OF THE NORTHWESTERLY 157 FEET OF BLOCK 12, RANGE 5 OF THE TOWN OF RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS CONVEYED TO THE CITY OF RIVERSIDE BY DOCUMENT RECORDED FEBRUARY 01, 1966 AS INSTRUMENT NO. 11826 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

PROPERTY #3: (APN: 215-301-011)

PARCEL A:

ALL THAT PORTION OF BLOCK 13, RANGE 6 OF THE TOWN OF RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK; THENCE WESTERLY, ALONG THE NORTHERLY LINE OF 14TH STREET, 165 FEET TO THE EASTERLY LINES OF A 15 FEET ALLEY, AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED MARCH 29, 1894 IN BOOK 11, PAGE 168 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTHERLY, ALONG THE EASTERLY LINES OF SAID ALLEY, 330 FEET TO A POINT ON THE SOUTHERLY LINES OF THIRTEENTH STREET; THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF 13TH STREET, 165 FEET TO THE NORTHEASTERLY CORNER OF SAID BLOCK; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF ORANGE STREET, 330 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTH 157.08 FEET OF THE ABOVE DESCRIBED PROPERTY: ALSO EXCEPTING A STRIP OF LAND 17.0 FEET IN WIDTH, IN A PART OF

BLOCK 13, RANGE 6 OF THE TOWN OF RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF 14TH STREET, 66.0 FEET IN WIDTH AND THE WESTERLY LINE OF ORANGE STREET, 66.0 FEET IN WIDTH; THENCE NORTH 29° 00' EAST, ALONG THE WESTERLY LINE OF SAID ORANGE STREET, A DISTANCE OF 17.0 FEET; THENCE NORTH 61° 00' WEST, PARALLEL TO THE NORTHERLY LINE OF SAID 14TH STREET A DISTANCE OF 165.88 FEET TO THE EASTERLY LINE OF AN ALLEY 15.0 FEET IN WIDTH; THENCE SOUTH 29° 00' WEST, ALONG THE EASTERLY LINE OF SAID ALLEY, A DISTANCE OF 17.0 FEET TO THE NORTHERLY LINE OF SAID 14TH STREET; THENCE SOUTH 61° 00' EAST, ALONG THE NORTHERLY LINE OF FOURTEENTH STREET, A DISTANCE OF 165.88 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING A STRIP OF LAND 2.50 FEET IN WIDTH IN A PART OF BLOCK 13, RANGE 6 OF THE TOWN OF RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 7, PAGES 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 13TH STREET, 66.0 FEET IN WIDTH NORTH 60° 59' 0" WEST, A DISTANCE OF 163.83 FEET FROM THE INTERSECTION OF THE SOUTHERLY LINE OF SAID 13TH STREET AND THE NORTHERLY LINE OF ORANGE STREET, 65.00 FEET IN WIDTH; THENCE SOUTH 29° 00' WEST, PARALLEL WITH AND 2.50 FEET EASTERLY FROM THE EASTERLY LINE OF AN ALLEY, 15.0 FEET IN WIDTH, FOR A DISTANCE OF 314.19 FEET TO A POINT; THENCE NORTH 61° 00' WEST, PARALLEL WITH THE NORTHERLY LINE OF 14TH STREET, A DISTANCE OF 2.50 FEET TO THE EASTERLY LINE OF SAID 15.0 FEET ALLEY; THENCE NORTH 29° 00' EAST, ALONG THE EASTERLY LINE OF SAID ALLEY, A DISTANCE OF 314.19 FEET TO THE SOUTHERLY LINE OF SAID 13TH STREET; THENCE SOUTH 60° 59' 80" EAST, ALONG THE SOUTHERLY LINE OF SAID 13TH STREET, A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT THE SOUTHWESTERLY CORNER OF BLOCK 13, RANGE 6 OF THE TOWN OF RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORD OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE EASTERLY ALONG THE NORTHWESTERLY LINE OF 14TH STREET 115.00 FEET; THENCE AT RIGHT ANGLES NORTHERLY 100 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF 14TH STREET 115.00 FEET TO THE EAST LINE OF MAIN STREET; THENCE SOUTHERLY ON THE EASTERLY LINE OF MAIN STREET 100 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHWESTERLY 17.00 FEET CONVEYED, TO THE CITY OF RIVERSIDE, BY DEED RECORDED SEPTEMBER 20, 1963 AS INSTRUMENT NO. 99559 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL C:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF 14TH STREET DISTANT THEREON 115 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER OF BLOCK 13, RANGE 6, TOWN OF RIVERSIDE, AS SHOWN ON MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE EASTERLY ALONG THE NORTHERLY LINE OF 14TH STREET 35 FEET TO THE WESTERLY LINE OF A 15 FOOT ALLEY AS THE SAME WAS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED MARCH 29, 1894 IN BOOK 11, PAGE 168 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID ALLEY 100 FEET; THENCE AT RIGHT ANGLES WESTERLY 35 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 100 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE SOUTHWESTERLY 17.00 FEET AND THE SOUTHEASTERLY 2.50 FEET CONVEYED TO THE CITY OF RIVERSIDE, BY DEED RECORDED NOVEMBER 15, 1963 AS INSTRUMENT NO. 121378 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL D:

THAT CERTAIN ALLEY, 20.00 FEET IN WIDTH, IN BLOCK 13, RANGE 6 OF THE TOWN OF RIVERSIDE, RECORDED IN BOOK 7 OF MAPS PAGE 17 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING NORTHEASTERLY OF THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF PARCEL 1 OF RECORD OF SURVEYS, ON FILE IN BOOK 33 AT PAGE 73, THEREOF, RECORDS OF RIVERSIDE COUNTY, AND LYING SOUTHWESTERLY OF A LINE WHICH IS PARALLEL WITH AND DISTANT 80 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLE, FROM THE SOUTHWESTERLY LINE OF SAID BLOCK 13, RANGE 6.

EXHIBIT B

ADDED PROPERTY

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

LOTS 9, 10, 11, 12, 13, 22 AND 23 OF C. J. GILL'S RESUBDIVISION ON BLOCK 10, RANGE 7 OF THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN BY MAP RECORDED IN BOOK 5, PAGE 71 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING FROM SAID LOTS 22 AND 23, THE SOUTHEASTERLY 5 FEET AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED DATED DECEMBER 9, 1963 IN BOOK 3551, PAGE 553 OFFICIAL RECORDS.

APN: 215-092-012-6, 215-092-013-7

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WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Best Best & Krieger LLP
Attention: Kim Byrens, Esq.
3390 University Avenue, 5th Floor
Riverside, CA 92501

THIS TRANSACTION IS EXEMPT FROM 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.

RELEASE OF LIEN AND TERMINATION AGREEMENT

This RELEASE OF LIEN AND TERMINATION AGREEMENT (this "Agreement"), made and entered into as of _____, 2018, by and among the County of Riverside (the "County"), the County of Riverside Asset Leasing Corporation ("CORAL") and Wells Fargo Bank, National Association, as Successor in interest to First Trust of California, National Association, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the County and CORAL have entered into the agreements listed below in (a), (b) and (c), each such document creates an encumbrance on the real property described in Exhibit A attached hereto (the "Property") for the purpose of financing the Project described therein (the "1997 Bonds") as follows:

(a) Lease Agreement dated as of September 1, 1997, by and between the County of Riverside, a division of the State of California, and the County of Riverside Asset Leasing Corporation, a California non-profit public benefit corporation, under the terms and provisions contained therein, recorded October 9, 1997, as Document No. 368630 of Official Records of Riverside County; and

(b) A sublease, dated as of September 1, 1997, between CORAL and the County, recorded October 9, 1997, as Document No. 368631; and

(c) An Assignment Agreement, dated as of September 1, 1997, between CORAL and the Trustee, recorded October 9, 1997, as Document No. 368632.

WHEREAS, for purposes of this Agreement, each of the documents referred to in (a) through (c) above will be referred to collectively as the "Agreements;" and

WHEREAS, the County has refinanced the 1997 and the Property is no longer required for the 1997 Bonds; and

WHEREAS, the County and CORAL desire to cause the filing of this Agreement in the official records of the Recorder of Riverside County to release and terminate any and all liens and encumbrances on the Property created by the Agreements upon payment in full of the 1997 Bonds.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The foregoing recitals are true and correct and by this reference are incorporated herein. The parties hereto acknowledge and agree that any lien or encumbrance for their respective part on the Property created by the Agreements is hereby terminated and released without recourse, representation or warranty, and each of the Agreements is hereby terminated.

2. The parties have read this Agreement and have freely and voluntarily entered into this Agreement.

3. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

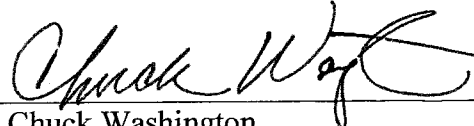
4. This Agreement shall be governed by the laws of the State of California.


(Signature page follows)

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by the respective duly authorized officers as of the day and year first above written.


COUNTY OF RIVERSIDE

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 6-16-18
SYNTHIA M. GUNZEL DATE

By: 
Chuck Washington,
Chairman of the Board of Supervisors

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

**COUNTY OF RIVERSIDE ASSET LEASING,
CORPORATION**

By: 
Harold S. Trubo, President of the Board of
Directors

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Signatory

*-Signature Page-
Release of Lien and Termination Agreement*

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

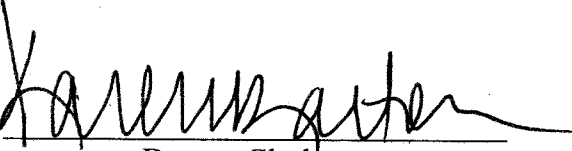
STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } §

On June 26, 2018, before me, Karen Barton, Board Assistant, personally appeared Chuck Washington, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

EXHIBIT A

DESCRIPTION OF THE PROPERTY

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

LOTS 9, 10, 11, 12, 13, 22 AND 23 OF C. J. GILL'S RESUBDIVISION ON BLOCK 10, RANGE 7 OF THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN BY MAP RECORDED IN BOOK 5, PAGE 71 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING FROM SAID LOTS 22 AND 23, THE SOUTHEASTERLY 5 FEET AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED DATED DECEMBER 9, 1963 IN BOOK 3551, PAGE 553 OFFICIAL RECORDS.

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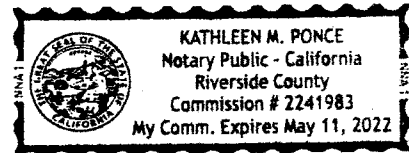
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On JUNE 13, 2018, before me, KATHLEEN M. PONCE, a Notary Public, personally appeared HAROLD S. TRUBO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capaCounty(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 Kath M. Ponce

(Seal)