

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



**ITEM: 3.13
(ID # 14149)**

MEETING DATE:
Tuesday, January 12, 2021

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Approval of the Subordination, Non-Disturbance and Attornment Agreement, Department of Public Social Services, 5961 Mission Blvd., Riverside, Jurupa Mission Partners, LLC, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Subordination, Non-Disturbance, and Attornment Agreement and authorize the Chairman of the Board to execute the same on behalf of the County.

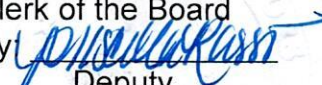
ACTION:Policy


Rose Salgado, Director of Facilities Management 12/28/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 12, 2021
xc: FM-RE

Kecia R. Harper
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:	2020/21

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

Jurupa Mission Partners LLC (Lessor), and the County of Riverside (County), entered into a lease agreement on November 23, 2004 for 52,090 square feet of office space located at 5961 Mission Blvd, Riverside and for use by the Department of Public Social Services. The Lessor has requested a loan to be secured by a deed of trust and Lender has requested execution of the attached Subordination, Non-Disturbance and Attornment Agreement by the County.

By execution of these agreements, the County agrees to subordinate its leasehold estate to the liens in favor of the Lender which shall have no effect on prospective rights and obligations of the County or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor becomes the lessor, the County will recognize (attorn) the Lender or its successor as Lessor and the County's rights and obligations shall remain the same (not disturbed) as set forth in the Lease for the remainder of the Lease term.

Impact on Residents and Businesses

This Subordination, Non-Disturbance and Attornment Agreement has no impact on citizens and businesses.

Contract History and Price Reasonableness

The Subordination, Non-Disturbance and Attornment Agreement supports the original lease and does not require modification of the financial terms of the agreement.

Attachments:

- Subordination, Non-Disturbance and Attornment Agreement
- Aerial Image

HR:ar/12102020

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


Steven Atkeson 1/4/2021


Gregory V. Priamos, Director County Counsel 12/30/2020

RECORDED AT REQUEST OF AND
WHEN RECORDED RETURN TO:

Wells Fargo Bank
National Association
MAC C7300-033
1700 Lincoln Street, 3rd Floor
Denver, CO 80203
Attention: Loan Documentation

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-disturbance, and Attornment Agreement ("Agreement") is made as of _____, ____, 2020 between Wells Fargo Bank, National Association ("Lender") having a place of business at 111 W. Ocean Blvd, Suite 530, Long Beach, California 90802, and the County of Riverside ("County"), by its authorized representative the Director of Facilities Management, having its address for notification at 3133 Mission Inn Avenue, Riverside, California 92507-4199.

Recitals:

A. Lender has agreed to make a loan to Jurupa Mission Partners, LLC ("Lessor"), to be secured by a deed of trust with an assignment of rents and leases ("Assignment of Rents"), dated June 26, 2017, and recorded on June 30, 2017, as Document No. 2017-0270282, in the Official Records of Riverside County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the "Mortgage" encumbering Lessor's ownership interest in real property located in Riverside County, State of California. The legal description of the encumbered real property (the "Mortgage Premises") is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the promissory note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the "Loan Documents".

B. On November 23, 2004, County, as tenant, and Lessor entered into a lease for the Mortgage Premises (as such may have been amended, modified, restated, or otherwise assigned, transferred or sub-let, the "Lease"). The Lease creates a leasehold estate in favor of County for space (the "Premises") located on the Mortgage Premises.

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

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

2. **County Subordination.**

2.1. Subject to the provisions of Section 3, the Loan Documents and any and all extensions, renewals, modifications or replacement thereof shall constitute a lien or charge on the Mortgage Premises that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of County under it; by this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of County under it, including without limitation, all

rights under any option(s) to purchase or rights of first refusal or first offer to purchase with respect to the Mortgage Premises, is subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender.

2.2. By executing this Agreement, County subordinates the Lease and County's interest under it to the lien right and security title, and terms of the Loan Documents, and to all extensions, renewals, modifications or replacements thereof.

3. Non-disturbance.

3.1. Lender consents to the Lease.

3.2. Despite County's subordination under Section 2, County's peaceful and quiet possession of the Premises shall not be disturbed and County's rights and privileges under the Lease, including its right to early termination, its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and any extensions thereof, shall not be diminished by Lender's exercise of its rights or remedies under the Loan Documents, provided that County has not canceled or terminated the Lease, nor surrendered, or abandoned the Premises.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease beyond any applicable cure or grace periods, has not canceled or terminated the Lease, nor surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to, and possession of, the Premises, Lender and County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that

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

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

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

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

3.5. Notwithstanding the foregoing, County and Lender agree that any option to purchase or any right of first refusal to purchase with respect to the Mortgage Premises as may be provided in the Lease (if any) shall not be binding on Lender.

4. Attornment.

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

(a) Lender when in possession of the Mortgage Premises;

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

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

4.3. If the interests of Lessor under the Lease are transferred by foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to a party other than Lender (Transferee), in consideration of, and as condition precedent to, County's agreement to attorn to any such Transferee, Transferee shall perform all obligations of the Lessor under the terms of the Lease from the date on which the Transferee succeeds to Lessor's interest under the Lease. Transferee shall be subject to all terms, covenants, and conditions of the Lease.

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

- (a) liable for any act or omission of the Lessor, except to the extent any such act or omission relates to a continuing default under the Lease and Lender has not cured the same after notice and opportunity to do so;

- (b) subject to any offsets or defenses, except to the extent any such offset or defense relates to a continuing default under the Lease and Lender has not cured the same after notice and opportunity to do so;

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

- (d) responsible for money or other security delivered to Lessor pursuant to the Lease but not subsequently received by Lender; or

- (e) bound by a material amendment or modification of the Lease made without Lender's prior written consent.

6. **Right To Cure.** County will notify Lender in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease. County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the lease to cure the default, plus an additional thirty (30) days; or fifteen (15) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

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

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

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

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

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

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

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

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

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

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

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

10. **No Modification or Cancellation of Lease.** County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease, or enter into any material amendment, or modification of the Lease unless Lender gives its prior written consent.

11. **Special Covenants.** Despite anything in this Agreement or the Lease to the contrary,

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

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

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

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

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

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

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

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

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

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

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

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

The addresses are:

Lender: Well Fargo Bank, N.A.
MAC: E2076-052
111 W. Ocean Blvd, Suite 530
Long Beach, CA 90802
Attention: Nancy Martorano

County: County of Riverside
Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507

ATTN: Deputy Director of Real Estate

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

15. Miscellaneous Provisions.

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

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

15.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the extent that California law is preempted by the U.S. federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.

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

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

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

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

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

Executed on the date first above written.

Lender:

Well Fargo Bank, National Association

By: Nancy Martorano
Nancy Martorano
Senior Vice President

County:

County of Riverside, a political
subdivision of the State of California

By: Karen S. Spiegel
KAREN SPIEGEL
CHAIR, BOARD OF SUPERVISORS

ATTEST:

Kecia R. Harper
Clerk of the Board
By: Russell Casst
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Deputy County Counsel

Accepted and Agreed To:

Lessor:

Jurupa Mission Partners, LLC

By: [Signature]

Its: manager

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.

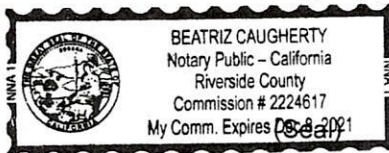
State of California)
County of Riverside)SS

On NOVEMBER 23, 2020 before me, BEATRIZ CAUGHERTY, a notary public, personally appeared LAWRENCE LANGRISH, 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 Beatriz Caugherty



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.

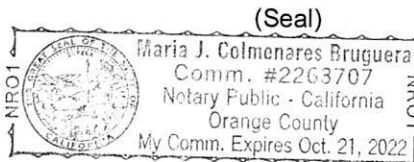
State of California)
County of Los Angeles)SS

On December 2, 2020 before me, Maria J. Colmenares Bruguera, a notary public, personally appeared Dancy Mastorano, 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 [Handwritten Signature]



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 January 12, 2021, before me, Priscilla Rasso, Board Assistant, personally appeared Karen S. Spiegel, Chair 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 R. Harper
Clerk of the Board of Supervisors

By: *Priscilla Rasso*
Deputy Clerk

(SEAL)

**A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.**

State of California)
)SS
County of)

On _____, 20____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A:

Legal description of Mortgage Premises

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

THAT PORTION OF LOT 2, BLOCK 5, OF MAP OF WEST RIVERSIDE, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 9, PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, TOGETHER WITH THOSE PORTIONS OF LOTS 1 AND 2 OF BORD'S GARDEN ACRES IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY LYING WITHIN RANCHO JURUPA, AS DESCRIBED AND SHOWN BY CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 18, 2005, INSTRUMENT NO. 20050857286, OFFICIAL RECORDS, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF LOT 2 OF SAID HORD'S GARDEN ACRES WITH A LINE THAT IS PARALLEL WITH AND 26.00 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF LOT 2 OF SAID BORD'S GARDEN ACRES, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF LAND DESCRIBED IN A DOCUMENT RECORDED APRIL 13, 1966 AS INSTRUMENT NO. 38774 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 30 DEG. 50' 00" WEST, 407.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 30 DEG. 50' 00" WEST, 139.36 FEET TO A LINE THAT IS PARALLEL WITH AND 54.00 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOTS 1 AND 2 OF SAID HORD'S GARDEN ACRES AND LOT 2, BLOCK 5 OF SAID MAP OF WEST RIVERSIDE, SAID LINE ALSO BEING THE NORTHEASTERLY LINE OF LAND DESCRIBED IN A DOCUMENT RECORDED DECEMBER 11, 1941 AS INSTRUMENT NO. 718 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID PARALLEL LINES AND SAID NORTHEASTERLY LINE AND ALONG THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN A DOCUMENT RECORDED AUGUST 29, 1940 IN BOOK 474, PAGE 316 OF SAID OFFICIAL RECORDS, NORTH 59 DEG. 10' 00" WEST, 792.00 FEET TO THE NORTHWESTERLY LINE OF LOT 2, BLOCK 5 OF SAID MAP OF WEST RIVERSIDE; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 30 DEG. 50' 00" EAST, 547.00 FEET TO A LINE THAT IS PARALLEL WITH AND 26.00 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF LOT 2, BLOCK 5 OF SAID MAP OF WEST RIVERSIDE; THENCE ALONG SAID PARALLEL LINE, SOUTH 59 DEG. 10' 00" EAST, 496.00 FEET; THENCE SOUTH 30 DEG. 50' 00" WEST, 407.64 FEET; THENCE SOUTH 59 DEG. 10' 00" EAST, 296.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 177-250-024-6