

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



**ITEM: 2**  
(ID # 15323)

**MEETING DATE:**  
Tuesday, May 25, 2021

**FROM:** EXECUTIVE OFFICE:

**SUBJECT:** INFRASTRUCTURE FINANCING AUTHORITY: Adopt Resolution No. 2021-02, authorizing the execution and delivery of an Amendment No. 1 to the Facility Lease and Site Lease to effect the substitution of a portion of leased property and taking related actions in connection therewith. All Districts. [\$0]

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

1. Adopt Resolution No. 2021-02 Authorizing the execution and delivery of an Amendment No. 1 to the Facility Lease and Amendment No. 1 to the Site Lease to effect a release of a portion of the property known as the Rubidoux Fleet Services (released property) and a substitution of other property and a deed to transfer related to such released property; and
2. Authorize the Chairman of the Board to execute the Resolution and the Amendments on behalf of the County.

**ACTION:** Policy

Don Kent, Finance Director

5/17/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, 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: May 25, 2021  
xc: EO

Kecia R. Harper  
Clerk of the Board

By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

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

**BACKGROUND:**

**Summary**

On November 1, 2015, the County of Riverside (the "County") and the Riverside County Infrastructure Financing Authority (the "Authority"), have entered into a Site Lease and Facility Lease, pursuant to which the County agreed to lease certain real property and the improvements thereon to the Authority.

Due to favorable market conditions in 2015, the County entered into an Indenture of Trust with Wells Fargo Bank N.A. to provide for the issuance of the Riverside County Infrastructure Financing Authority Lease Revenue Refunding Bonds, Series 2015A (the "Bonds"). The Bonds are special, limited obligations of the Authority, payable from certain funds and accounts established under the Indenture and revenues from base rental payments from leased properties pursuant to the Facility Lease. Rubidoux Fleet Services is one of the leased properties under the lease documents that secure payment on the Bonds.

Section 11.05 of the Facility Lease permits the Facility Lease to be amended with the consent of the Trustee and in accordance with and as permitted by Article IX of the Indenture. Section 9.01 of the Indenture provides that the Facility Lease may be amended to effect a substitution of property in accordance with the Facility Lease.

The Authority and the County wish to release a portion of the property encumbered under the Site Lease and Facility Lease and to substitute other property in place thereof. The substituted property is the Monroe Park Building, which concurrently requires the County and the County of Riverside Asset Leasing Corporation to execute a Termination of Leases and Assignment to clear a prior transaction from title thereon.

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

**Attachments:**

- Resolution No. 2021-02
- Amendment No. 1 to the Facility Lease
- Amendment No. 1 to the Site Lease

  
Dave Rogers, Chief Administrative Officer

5/19/2021

  
Gregory L. Priamos, Director County Counsel

5/17/2021

3 **RESOLUTION NO. IFA 2021-02**

4 **RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY**  
5 **INFRASTRUCTURE FINANCING AUTHORITY APPROVING AND**  
6 **AUTHORIZING EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO**  
7 **FACILITY LEASE AND AMENDMENT NO. 1 TO SITE LEASE TO EFFECT A**  
8 **SUBSTITUTION OF A PORTION OF THE PROPERTY THEREUNDER, AND A**  
9 **DEED TO TRANSFER SUCH RELEASED PROPERTY TO THE COUNTY**

10 **WHEREAS**, the County of Riverside, a political subdivision of the State of California (the "County")  
11 and the Riverside County Infrastructure Financing Authority, a California joint powers authority (the  
12 "Authority"), have entered into that certain Site Lease, dated as of November 1, 2015 (as amended and  
13 supplemented, the "Site Lease"), pursuant to which the County agreed to lease certain real property and the  
14 improvements thereon (the "Leased Property") to the Authority;

15 **WHEREAS**, the County and the Authority have entered into that certain Facility Lease, dated as of  
16 November 1, 2015 (as amended and supplemented, the "Facility Lease"), pursuant to which the Authority agreed  
17 to sublease the Leased Property back to the County in consideration for which the County agreed to make rental  
18 payments ("Base Rental") for the use and possession of the Leased Property;

19 **WHEREAS**, the Authority issued its Lease Revenue Refunding Bonds (the "Bonds") pursuant to an  
20 Indenture of Trust, dated as of November 1, 2015 (as amended and supplemented, the "Indenture") among the  
21 Authority, the County and the bank identified therein as trustee (the "Trustee"), for the purpose of refunding  
22 certain outstanding Certificates of Participation;

23 **WHEREAS**, debt service on the Bonds is paid from the County's payments of Base Rental under the  
24 Facility Lease;

25 **WHEREAS**, Section 11.05 of the Facility Lease permits the Facility Lease to be amended pursuant to  
26 Section 2.06 of the Facility Lease to effect a "Substitution," which is defined as the release of all or a portion of  
27 the Leased Property from the leasehold of the Facility Lease and the lease of substituted real property and  
28 improvements under the Facility Lease and the Site Lease;

**WHEREAS**, Section 13 of the Site Lease permits the Site Lease to be amended in accordance with and  
as permitted by the Facility Lease;

FORM APPROVED COUNTY COUNSEL  
BY KRISTINE BELLS VALDEZ  
DATE 5/17/21

1           **WHEREAS**, the County and the Authority have determined to release from the Facilities Lease a  
2 portion of the Leased Property known as the Rubidoux Fleet Services Building (the “Released Property”) and  
3 to substitute other property therefor (the “Substituted Property”) and propose entering into an Amendment No.  
4 1 to the Facilities Lease (the “Facility Lease Amendment”) and an Amendment No. 1 to the Site Lease (the “Site  
5 Lease Amendment”) to effectuate such release and substitution;

6           **WHEREAS**, the County has determined that Base Rental payable under the Facilities Lease after release  
7 of the Released Property and substitution of the Substituted Property will be sufficient to pay debt service on  
8 the Bonds; and

9           **WHEREAS**, the County has requested that the Authority transfer the Released Property to the County  
10 and the County has agreed to sell the Released Property pursuant to a Purchase and Sale Agreement by and  
11 between the County as seller and the City of Jurupa Valley as purchaser.

12           **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE,**  
13 **ACTING EX OFFICIO AS THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY**  
14 **INFRASTRUCTURE FINANCING AUTHORITY**, in regular session assembled on May 25, 2021, in the  
15 meeting room of the Board of Supervisors, located on the first floor of the County Administrative Center, 4080  
16 Lemon Street, Riverside, California, does hereby resolve, find, determine, and order as follows:

17           **Section 1.** This Board of Directors (the “Board”) hereby finds that the foregoing recitals are true and  
18 correct.

19           **Section 2.** The Board hereby authorizes and approves the release of the Released Property from the  
20 Facility Lease and Site Lease and the transfer of the Released Property to the County and the inclusion of the  
21 Substituted Property in place thereof.

22           **Section 3.** The Facility Lease Amendment and Site Lease Amendment are hereby approved substantially  
23 in the form presented herewith. The Executive Director and the Secretary of the Authority, and any other  
24 authorized officers of the Authority acting on behalf of the Executive Director and the Secretary (each an  
25 “Authorized Representative” and, collectively, the “Authorized Representatives”) are, and each of them acting  
26 alone is, hereby authorized and directed, for and in the name of and on behalf of the Authority, to execute by  
27 manual or facsimile signature and deliver the Facility Lease Amendment and Site Lease Amendment in  
28 substantially the form presented herewith with such changes therein as they may approve, in their discretion, as

1 being in the best interests of the Authority and the County, such approval to be conclusively evidenced by the  
2 execution and delivery thereof.

3 **Section 4.** The Authorized Representatives are, and each of them acting alone is, hereby authorized and  
4 directed, for and in the name of and on behalf of the Authority, to execute and deliver a quitclaim deed, warranty  
5 deed or other instrument of transfer and conveyance of the Released Property to the County, with such standard  
6 terms and conditions as they may approve, in their discretion, as being in the best interest of the Authority and  
7 the County, such approval to be conclusively evidenced by the execution and delivery thereof.

8 **Section 5.** The Authorized Representatives are, and each of them acting alone is, hereby authorized to  
9 take any and all actions and execute and deliver such documents as they deem necessary or advisable to carry  
10 out the purposes of this Resolution and to consummate the transactions contemplated herein and all actions  
11 heretofore taken by any of them with respect to or in connection with or related to any of the transactions  
12 referenced herein are hereby approved, confirmed and ratified.

13 **Section 6.** The Secretary of the Authority shall certify to the passage of this Resolution, shall transmit a  
14 copy hereof to the County, and shall cause this action of the Board of Directors in adopting the same to be  
15 entered in the official minutes of the Board of Directors.

16 The foregoing Resolution was duly and regularly adopted by the Board of Directors of the Riverside  
17 County Infrastructure Financing Authority on the 25<sup>th</sup> day of May 2021.

18  
19 By: Karen S. Spiegel  
20 Karen Spiegel, Chair of the Board of  
21 Supervisors of the County of Riverside, acting  
22 *ex officio* as the Board of Directors of the  
23 Riverside County Infrastructure Financing  
24 Authority

23 **ATTEST:**  
24 Kecia Harper, Clerk to the Board of Supervisors of  
25 the County of Riverside, acting *ex officio* as the  
26 Board of Directors of the Riverside County  
27 Infrastructure Financing Authority

27 By: [Signature]  
28 Deputy Clerk

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ROLL CALL:

Ayes: Spiegel, Jeffries, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Abstained:

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 R. Harper, Clerk of said Board

By  Deputy

1 STATE OF CALIFORNIA )  
2 COUNTY OF RIVERSIDE )

ss.

3 I, Kecia Harper, Clerk to the Board of Supervisors of the County of Riverside, California,  
4 acting *ex officio* as the Clerk to the Board of Directors for the Riverside County Infrastructure Financing  
5 Authority, do hereby certify that the foregoing Resolution No. IFA 2021-02 was duly adopted by the Board  
6 of Supervisors of said County, acting *ex officio* as the Board of Directors for the Riverside County  
7 Infrastructure Financing Authority, at a meeting of said Board held on the 10th day of March 2020, and that  
8 it was so adopted by the following vote:

9 AYES: Jeffries, Spiegel, Washington, Perez and Hewitt

10 NOES: None

11 ABSENT: None

12 ABSTAIN: None

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
15 the County of Riverside this 25<sup>th</sup> day of May 2021.

16  
17  
18 By: \_\_\_\_\_

  
Deputy Clerk



1 STATE OF CALIFORNIA )  
2 )  
3 COUNTY OF RIVERSIDE )

ss.

4 I, Kecia Harper, Clerk to the Board of Supervisors of the County of Riverside, California,  
5 acting *ex officio* as the Clerk to the Board of Directors for the Riverside County Infrastructure Financing  
6 Authority, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No.  
7 IFA 2021-02 of the Board of Supervisors of said County, acting *ex officio* as the Board of Directors for the  
8 Riverside County Infrastructure Financing Authority, and that the same has not been amended or repealed.

9 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
10 County of Riverside this 25<sup>th</sup> day of May 2021.

11  
12  
13 By:   
14 Deputy Clerk

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )  
 )  
Attn: Rudy S. Salo )  
Nixon Peabody LLP )  
300 South Grand Avenue, Suite 4100 )  
Los Angeles, CA 90071 )  
\_\_\_\_\_ )

(Space above for Recorder's Use)

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AMENDMENT NO. 1 TO FACILITY LEASE

Dated as of

[ \_\_\_\_\_ ] 1, 2021

By and Among

RIVERSIDE COUNTY INFRASTRUCTURE FINANCING AUTHORITY

and

COUNTY OF RIVERSIDE

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No Documentary Transfer Tax

This Amendment No. 1 to Facility Lease is for a term of years and is exempt because the grantee is a county of the State of California.

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## AMENDMENT NO. 1 TO FACILITY LEASE

This **AMENDMENT NO. 1 TO FACILITY LEASE**, dated as of [\_\_\_\_\_] 1, 2021 (the “First Amendment”), by and between the **RIVERSIDE COUNTY INFRASTRUCTURE FINANCING AUTHORITY** (the “Authority”), a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the “State”), and the **COUNTY OF RIVERSIDE** (the “County”), a political subdivision of the State of California, amends and supplements that certain **FACILITY LEASE**, dated as of November 1, 2015, by and between the Authority and the County.

### WITNESSETH:

**WHEREAS**, the Authority and the County have entered into that certain Facility Lease, dated as of November 1, 2015 (as amended and supplemented, the “Facility Lease”) in respect of the real property and improvements thereon (the “Leased Property”) described in Schedule 1 hereto (the “Original Property”) and under which the County makes rental payments (“Base Rental”) for the use and occupancy of the Leased Property.

**WHEREAS**, concurrently with the execution and delivery of the Facility Lease, the Authority, the County and Wells Fargo, National Association, as trustee (the “Trustee”) entered into an Indenture, dated as of November 1, 2015 (as amended and supplemented from time to time, the “Indenture”), providing for the issuance of Riverside County Infrastructure Financing Authority Lease Revenue Refunding Bonds (the “Bonds”);

**WHEREAS**, debt service on the Bonds is paid from the County’s Base Rental under the Facility Lease;

**WHEREAS**, Section 11.05 of the Facility Lease permits the Facility Lease to be amended in accordance with and as permitted by Article IX of the Indenture, Section 9.01 of which provides that the Facility Lease may be amended with the consent of the Trustee to release from the lien of the Facility Lease any portion of the Leased Property to the extent Base Rental payable under the Facility Lease after such release is sufficient to pay debt service on the Bonds;

**WHEREAS**, the Authority and the County now wish to release a portion of the property encumbered by the Site Lease and Facility Lease (the “Released Property”) and to substitute other property in place thereof (the “Substituted Property”); and

**WHEREAS**, the County has determined that Base Rental payable under the Facility Lease after release of the Released Property and inclusion of the Substituted Property will be sufficient to pay debt service on the Bonds; and

**WHEREAS**, pursuant to and in accordance with the provisions of Section 2.06 of the Facility Lease and Article IX of the Indenture, the Authority and the County desire to enter into this First Amendment to provide for the amendment of Exhibit A to the Facility Lease to reflect the release of the Released Property and the inclusion of the Substituted Property; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**Section 1. Amendment to the Facility Lease to Release the Released Property.** The Facility Lease is hereby amended by releasing herefrom the Released Property described in Schedule 2 hereto.

**Section 2. Amendment to Exhibit A of the Facility Lease.** Exhibit A of the Facility Lease shall be amended by deleting Exhibit A in its entirety and substituting the attached Exhibit A therefor.

**Section 3. Facility Lease in Full Force and Effect.** Except as modified and amended hereby, the Facility Lease is in full force and effect.

**Section 4. Validity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Amendment No. 1 shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, then 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 5. Execution in Counterparts.** This Amendment No. 1 may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Amendment No. 1.

**Section 6. Law Governing/Venue.** This Amendment No. 1 is made in the State of California under the Constitution and laws of the State of California and is to be so construed and governed. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 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: \_\_\_\_\_

Finance Director

ATTEST:

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

Clerk of the Board of Supervisors

**RIVERSIDE COUNTY  
INFRASTRUCTURE FINANCING  
AUTHORITY**

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

Jeffrey A. Van Wagenen Jr.  
Executive Director

ATTEST:

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

Treasurer

For IFA:

FORM APPROVED COUNTY COUNSEL

BY KRISTINE BELL-VALDEZ DATE \_\_\_\_\_

County of Riverside  
Certificate of Clerk of the Board

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 pursuant to Section 25103 of the Government Code, the undersigned Clerk of the Board certifies that on this date, a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Riverside.

[ \_\_\_\_\_ ]  
Clerk of the Board

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

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 \_\_\_\_\_, 2021, 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.

[Affix seal here]

\_\_\_\_\_  
Signature of Notary Public





**SCHEDULE 1**  
**DESCRIPTION OF THE ORIGINAL PROPERTY**

**SCHEDULE 2**  
**DESCRIPTION OF THE RELEASED PROPERTY**

**EXHIBIT A**  
**DESCRIPTION OF THE LEASED PROPERTY**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Facility Lease, dated as of November 1, 2015, as amended by Amendment No. 1 to Facility Lease, dated as of \_\_\_\_, 2021, each by and between the Riverside County Infrastructure Financing Authority (the "Authority") and the County of Riverside (the "County"), from the Authority to the County, is hereby accepted by the undersigned on behalf of the County pursuant to authority conferred by resolution of the Board of Supervisors of the County adopted on September 22, 2015 and by a resolution of the Board of Supervisors of the County adopted on May \_\_, 2021, and the County consents to recordation thereof by its duly authorized officer.

Dated as of [\_\_\_\_ \_], 2021

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Authorized Officer

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )  
 )  
Attn: Rudy S. Salo )  
Nixon Peabody LLP )  
300 South Grand Avenue, Suite 4100 )  
Los Angeles, CA 90071 )  
\_\_\_\_\_ )

(Space above for Recorder's Use)

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AMENDMENT NO. 1 TO FACILITY LEASE

Dated as of

[ \_\_\_\_\_ ] 1, 2021

By and Among

RIVERSIDE COUNTY INFRASTRUCTURE FINANCING AUTHORITY

and

COUNTY OF RIVERSIDE

---

No Documentary Transfer Tax

This Amendment No. 1 to Facility Lease is for a term of years and is exempt because the grantee is a county of the State of California.

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**AMENDMENT NO. 1 TO FACILITY LEASE**

This **AMENDMENT NO. 1 TO FACILITY LEASE**, dated as of [\_\_\_\_\_] 1, 2021 (the “First Amendment”), by and between the **RIVERSIDE COUNTY INFRASTRUCTURE FINANCING AUTHORITY** (the “Authority”), a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the “State”), and the **COUNTY OF RIVERSIDE** (the “County”), a political subdivision of the State of California, amends and supplements that certain **FACILITY LEASE**, dated as of November 1, 2015, by and between the Authority and the County.

**W I T N E S S E T H:**

**WHEREAS**, the Authority and the County have entered into that certain Facility Lease, dated as of November 1, 2015 (as amended and supplemented, the “Facility Lease”) in respect of the real property and improvements thereon (the “Leased Property”) described in Schedule 1 hereto (the “Original Property”) and under which the County makes rental payments (“Base Rental”) for the use and occupancy of the Leased Property.

**WHEREAS**, concurrently with the execution and delivery of the Facility Lease, the Authority, the County and Wells Fargo, National Association, as trustee (the “Trustee”) entered into an Indenture, dated as of November 1, 2015 (as amended and supplemented from time to time, the “Indenture”), providing for the issuance of Riverside County Infrastructure Financing Authority Lease Revenue Refunding Bonds (the “Bonds”);

**WHEREAS**, debt service on the Bonds is paid from the County’s Base Rental under the Facility Lease;

**WHEREAS**, Section 11.05 of the Facility Lease permits the Facility Lease to be amended in accordance with and as permitted by Article IX of the Indenture, Section 9.01 of which provides that the Facility Lease may be amended with the consent of the Trustee to release from the lien of the Facility Lease any portion of the Leased Property to the extent Base Rental payable under the Facility Lease after such release is sufficient to pay debt service on the Bonds;

**WHEREAS**, the Authority and the County now wish to release a portion of the property encumbered by the Site Lease and Facility Lease (the “Released Property”) and to substitute other property in place thereof (the “Substituted Property”); and

**WHEREAS**, the County has determined that Base Rental payable under the Facility Lease after release of the Released Property and inclusion of the Substituted Property will be sufficient to pay debt service on the Bonds; and

**WHEREAS**, pursuant to and in accordance with the provisions of Section 2.06 of the Facility Lease and Article IX of the Indenture, the Authority and the County desire to enter into this First Amendment to provide for the amendment of Exhibit A to the Facility Lease to reflect the release of the Released Property and the inclusion of the Substituted Property; and



**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**Section 1. Amendment to the Facility Lease to Release the Released Property.** The Facility Lease is hereby amended by releasing herefrom the Released Property described in Schedule 2 hereto.

**Section 2. Amendment to Exhibit A of the Facility Lease.** Exhibit A of the Facility Lease shall be amended by deleting Exhibit A in its entirety and substituting the attached Exhibit A therefor.

**Section 3. Facility Lease in Full Force and Effect.** Except as modified and amended hereby, the Facility Lease is in full force and effect.

**Section 4. Validity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Amendment No. 1 shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, then 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 5. Execution in Counterparts.** This Amendment No. 1 may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Amendment No. 1.

**Section 6. Law Governing/Venue.** This Amendment No. 1 is made in the State of California under the Constitution and laws of the State of California and is to be so construed and governed. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 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: \_\_\_\_\_

Finance Director

ATTEST:

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

Clerk of the Board of Supervisors

**RIVERSIDE COUNTY  
INFRASTRUCTURE FINANCING  
AUTHORITY**

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

Jeffrey A. Van Wagenen Jr.  
Executive Director

ATTEST:

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

Treasurer

For IFA:  
FORM APPROVED COUNTY COUNSEL  
BY KRISTINE BELL-VALDEZ DATE \_\_\_\_\_

County of Riverside  
Certificate of Clerk of the Board

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 pursuant to Section 25103 of the Government Code, the undersigned Clerk of the Board certifies that on this date, a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Riverside.

[ \_\_\_\_\_ ]  
Clerk of the Board

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





**SCHEDULE 1**  
**DESCRIPTION OF THE ORIGINAL PROPERTY**

**SCHEDULE 2**

**DESCRIPTION OF THE RELEASED PROPERTY**

**EXHIBIT A**  
**DESCRIPTION OF THE LEASED PROPERTY**



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Facility Lease, dated as of November 1, 2015, as amended by Amendment No. 1 to Facility Lease, dated as of \_\_\_\_, 2021, each by and between the Riverside County Infrastructure Financing Authority (the "Authority") and the County of Riverside (the "County"), from the Authority to the County, is hereby accepted by the undersigned on behalf of the County pursuant to authority conferred by resolution of the Board of Supervisors of the County adopted on September 22, 2015 and by a resolution of the Board of Supervisors of the County adopted on May \_\_, 2021, and the County consents to recordation thereof by its duly authorized officer.

Dated as of [\_\_\_\_ \_], 2021

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Authorized Officer

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )

Attn: Rudy S. Salo )  
Nixon Peabody LLP )  
300 South Grand Avenue, Suite 4100 )  
Los Angeles, CA 90071 )  
\_\_\_\_\_ )

(Space above for Recorder's Use)

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AMENDMENT NO. 1 TO SITE LEASE

Dated as of

[ ] 1, 2021

By and Among

RIVERSIDE COUNTY INFRASTRUCTURE FINANCING AUTHORITY

and

COUNTY OF RIVERSIDE

---

No Documentary Transfer Tax

This Amendment No. 1 to Site Lease is for a term of years and is exempt because the grantee is a county of the State of California.

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**AMENDMENT NO. 1 TO SITE LEASE**

This **AMENDMENT NO. 1 TO SITE LEASE**, dated as of [\_\_\_\_\_] 1, 2021 (the “First Amendment”), by and between the **RIVERSIDE COUNTY INFRASTRUCTURE FINANCING AUTHORITY** (the “Authority”), a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the “State”), and the **COUNTY OF RIVERSIDE** (the “County”), a political subdivision of the State of California, amends and supplements that certain **SITE LEASE**, dated as of November 1, 2015, by and between the Authority and the County.

**WITNESSETH:**

**WHEREAS**, the Authority and the County have entered into that certain Site Lease, dated as of November 1, 2015 (as amended and supplemented from time to time, the “Site Lease”) in respect of the real property and improvements thereon (the “Leased Property”) described in Schedule 1 hereto (the “Original Property”) and under which the County leases the Leased Property to the Authority; and

**WHEREAS**, concurrently with the execution and delivery of the Site Lease, the County and the Authority entered into a Facility Lease, dated as of November 1, 2015 (as amended and supplemented, the “Facility Lease”), under which the Authority subleases the Leased Property to the County and the County makes rental payments (“Base Rental Payments”) for the use and occupancy of the Leased Property; and

**WHEREAS**, concurrently with the execution and delivery of the Site Lease, the Authority, the County and Wells Fargo, National Association, as trustee (the “Trustee”) entered into an Indenture, dated as of November 1, 2015 (as amended and supplemented from time to time, the “Indenture”), providing for the issuance of Riverside County Infrastructure Financing Authority Lease Revenue Refunding Bonds (the “Bonds”); and

**WHEREAS**, debt service on the Bonds is paid from the County’s Base Rental Payments under the Facility Lease; and

**WHEREAS**, Section 13 of the Site Lease permits the Site Lease to be amended in accordance with and as permitted by the Facility Lease, Section 11.05 of which provides that the Facility Lease may be amended with the consent of the Trustee to release from the lien of the Facility Lease any portion of the Leased Property to the extent Base Rental Payments payable under the Facility Lease after such release is sufficient to pay debt service on the Bonds; and

**WHEREAS**, the Authority and the County now wish to release a portion of the property encumbered by the Site Lease and Facility Lease (the “Released Property”) and to substitute other property in place thereof (the “Substituted Property”); and

**WHEREAS**, the County has determined that Base Rental payable under the Facility Lease after release of the Released Property and inclusion of the Substituted Property will be sufficient to pay debt service on the Bonds; and

WHEREAS, pursuant to and in accordance with the provisions of Section 13 of the Site Lease and Section 2.06 of the Facility Lease, the Authority and the County desire to enter into this First Amendment to provide for the amendment of Exhibit A to the Site Lease to reflect the release of the Released Property and the inclusion of the Substituted Property; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**Section 1. Amendment to the Site Lease to Release the Released Property and Inclusion of the Substituted Property.** The Site Lease is hereby amended by (a) releasing herefrom the Released Property described in Schedule 2 hereto, and (b) including the Substituted Property described in Schedule 3 hereto.

**Section 2. Amendment to Exhibit A of the Site Lease.** Exhibit A of the Site Lease shall be amended by deleting Exhibit A in its entirety and substituting the attached Exhibit A therefor.

**Section 3. Site Lease in Full Force and Effect.** Except as modified and amended hereby, the Site Lease is in full force and effect.

**Section 4. Validity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Amendment No. 1 shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, then 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 5. Execution in Counterparts.** This Amendment No. 1 may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Amendment No. 1.

**Section 6. Law Governing/Venue.** This Amendment No. 1 is made in the State of California under the Constitution and laws of the State of California and is to be so construed and governed. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 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: \_\_\_\_\_  
Don Kent  
Finance Director

ATTEST:

By: \_\_\_\_\_  
Kecia Harper  
Clerk of the Board of Supervisors

**RIVERSIDE COUNTY  
INFRASTRUCTURE FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Jeffrey A. Van Wagenen Jr.  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Matt Jennings  
Treasurer

For IFA  
FORM APPROVED COUNTY COUNSEL  
BY KRISTINE BELL-VALDEZ DATE \_\_\_\_\_

County of Riverside  
Certificate of Clerk of the Board

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, pursuant to Section 25103 of the Government Code, the undersigned Clerk of the Board certifies that on this date, a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Riverside.

[\_\_\_\_\_]   
Clerk of the Board

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







**SCHEDULE 1**  
**DESCRIPTION OF THE ORIGINAL PROPERTY**

**SCHEDULE 2**  
**DESCRIPTION OF THE RELEASED PROPERTY**

**SCHEDULE 3**  
**DESCRIPTION OF THE SUBSTITUTED PROPERTY**

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )

Attn: Rudy S. Salo )  
Nixon Peabody LLP )  
300 South Grand Avenue, Suite 4100 )  
Los Angeles, CA 90071 )  
\_\_\_\_\_ )

(Space above for Recorder's Use)

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AMENDMENT NO. 1 TO SITE LEASE

Dated as of

[ ] 1, 2021

By and Among

RIVERSIDE COUNTY INFRASTRUCTURE FINANCING AUTHORITY

and

COUNTY OF RIVERSIDE

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No Documentary Transfer Tax

This Amendment No. 1 to Site Lease is for a term of years and is exempt because the grantee is a county of the State of California.

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## AMENDMENT NO. 1 TO SITE LEASE

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### WITNESSETH:

**WHEREAS**, the Authority and the County have entered into that certain Site Lease, dated as of November 1, 2015 (as amended and supplemented from time to time, the "Site Lease") in respect of the real property and improvements thereon (the "Leased Property") described in Schedule 1 hereto (the "Original Property") and under which the County leases the Leased Property to the Authority; and

**WHEREAS**, concurrently with the execution and delivery of the Site Lease, the County and the Authority entered into a Facility Lease, dated as of November 1, 2015 (as amended and supplemented, the "Facility Lease"), under which the Authority subleases the Leased Property to the County and the County makes rental payments ("Base Rental Payments") for the use and occupancy of the Leased Property; and

**WHEREAS**, concurrently with the execution and delivery of the Site Lease, the Authority, the County and Wells Fargo, National Association, as trustee (the "Trustee") entered into an Indenture, dated as of November 1, 2015 (as amended and supplemented from time to time, the "Indenture"), providing for the issuance of Riverside County Infrastructure Financing Authority Lease Revenue Refunding Bonds (the "Bonds"); and

**WHEREAS**, debt service on the Bonds is paid from the County's Base Rental Payments under the Facility Lease; and

**WHEREAS**, Section 13 of the Site Lease permits the Site Lease to be amended in accordance with and as permitted by the Facility Lease, Section 11.05 of which provides that the Facility Lease may be amended with the consent of the Trustee to release from the lien of the Facility Lease any portion of the Leased Property to the extent Base Rental Payments payable under the Facility Lease after such release is sufficient to pay debt service on the Bonds; and

**WHEREAS**, the Authority and the County now wish to release a portion of the property encumbered by the Site Lease and Facility Lease (the "Released Property") and to substitute other property in place thereof (the "Substituted Property"); and

**WHEREAS**, the County has determined that Base Rental payable under the Facility Lease after release of the Released Property and inclusion of the Substituted Property will be sufficient to pay debt service on the Bonds; and



**WHEREAS**, pursuant to and in accordance with the provisions of Section 13 of the Site Lease and Section 2.06 of the Facility Lease, the Authority and the County desire to enter into this First Amendment to provide for the amendment of Exhibit A to the Site Lease to reflect the release of the Released Property and the inclusion of the Substituted Property; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**Section 1. Amendment to the Site Lease to Release the Released Property and Inclusion of the Substituted Property.** The Site Lease is hereby amended by (a) releasing herefrom the Released Property described in Schedule 2 hereto, and (b) including the Substituted Property described in Schedule 3 hereto.

**Section 2. Amendment to Exhibit A of the Site Lease.** Exhibit A of the Site Lease shall be amended by deleting Exhibit A in its entirety and substituting the attached Exhibit A therefor.

**Section 3. Site Lease in Full Force and Effect.** Except as modified and amended hereby, the Site Lease is in full force and effect.

**Section 4. Validity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Amendment No. 1 shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, then 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 5. Execution in Counterparts.** This Amendment No. 1 may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Amendment No. 1.

**Section 6. Law Governing/Venue.** This Amendment No. 1 is made in the State of California under the Constitution and laws of the State of California and is to be so construed and governed. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 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: \_\_\_\_\_  
Don Kent  
Finance Director

ATTEST:

By: \_\_\_\_\_  
Kecia Harper  
Clerk of the Board of Supervisors

**RIVERSIDE COUNTY  
INFRASTRUCTURE FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Jeffrey A. Van Wagenen Jr.  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Matt Jennings  
Treasurer

For IFA  
FORM APPROVED COUNTY COUNSEL  
BY KRISTINE BELL-VALDEZ DATE \_\_\_\_\_

County of Riverside  
Certificate of Clerk of the Board

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, pursuant to Section 25103 of the Government Code, the undersigned Clerk of the Board certifies that on this date, a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Riverside.

[\_\_\_\_\_]

Clerk of the Board

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

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 Riverside )

On \_\_\_\_\_, 2021, 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.

[Affix seal here]

\_\_\_\_\_  
Signature of Notary Public

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 Riverside )

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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.

[Affix seal here]

\_\_\_\_\_  
Signature of Notary Public

**SCHEDULE 1**  
**DESCRIPTION OF THE ORIGINAL PROPERTY**

**SCHEDULE 2**  
**DESCRIPTION OF THE RELEASED PROPERTY**

**SCHEDULE 3**

**DESCRIPTION OF THE SUBSTITUTED PROPERTY**



**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**