RECORDING REQUESTED BY:

Riverside Public Financing Authority

AND WHEN RECORDED MAIL TO:

Stradling Yocca Carlson & Rauth LLP 660 Newport Center Drive, Suite 1600 Newport Beach, California 92660 Attn: Brian P. Forbath, Esq.

[Space above for Recorder's use.]

This document is recorded for the benefit of the Riverside Public Financing Authority, and the recording is fee-exempt under Section 27383 of the Government Code.

SECOND SUPPLEMENT TO GROUND LEASE

By and between

CITY OF RIVERSIDE

and

RIVERSIDE PUBLIC FINANCING AUTHORITY

Dated as of October 1, 2024

Relating to

RIVERSIDE PUBLIC FINANCING AUTHORITY LEASE REVENUE BONDS, SERIES 2024A

SECOND SUPPLEMENT TO GROUND LEASE

This Second Supplement to Ground Lease (this "Second Supplement to Ground Lease") is made and entered into as of October 1, 2024, by and between the CITY OF RIVERSIDE, a municipal corporation and charter city duly organized and existing under and by virtue of the Constitution and laws of the State of California and the City's Charter, as lessor (the "City"), and the RIVERSIDE PUBLIC FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California, as lessee (the "Authority"), and supplements and amends, in part, that certain Ground Lease, dated as of August 1, 2012 and recorded in the official records of the County of Riverside (the "County") on August 14, 2012 as Document No. 2012-0386625, and the First Supplement to Ground Lease dated as of June 1, 2019 and recorded in the official records of the County on June 13, 2019 as Document No. 2019-0213500 (collectively, the "Original Ground Lease" and, together with the Second Supplement to Ground Lease, the "Ground Lease") each by and between the City, as lessor, and the Authority, as lessee.

$\underline{W}\underline{I}\underline{T}\underline{N}\underline{E}\underline{S}\underline{S}\underline{E}\underline{T}\underline{H}$:

WHEREAS, the City has entered into the Ground Lease with the Authority for the purpose of leasing to the Authority, as lessee thereunder, the real property (including all existing improvements thereon) described in Exhibit A thereto; and

WHEREAS, the City and the Authority desire to enter into this Second Supplement to Ground Lease in order to facilitate the issuance of those certain \$______ Riverside Public Financing Authority Lease Revenue Bonds, Series 2024A (the "Series 2024A Bonds"); and

WHEREAS, the Series 2024A Bonds are being issued as Additional Bonds under that certain Indenture dated as of August 1, 2012, as supplemented by the First Supplemental Indenture dated as of June 1, 2019 (collectively, the "Original Indenture") each by and among the Authority, the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") pursuant to which the Authority issued its Lease Revenue Refunding Bonds, Series 2012A (the "Series 2012A Bonds") in the aggregate principal amount of \$41,240,000 and its Lease Revenue Bonds, Series 2019B ("Series 2019B Bonds") in the aggregate principal amount of \$33,505,000, as further supplemented by the Second Supplemental Indenture, dated as of October 1, 2024 (the "Second Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), by and among the Authority, the City and the Trustee; and

WHEREAS, pursuant to Section 7.03 of the Ground Lease, the City and the Authority reserved the right to amend the Ground Lease in accordance with the provisions of the Lease Agreement (hereinafter defined); and

WHEREAS, pursuant to Section 7.03 of the Ground Lease and Section 10.07 of the Lease Agreement, dated as of August 1, 2012, as supplemented by the First Supplement to Lease Agreement, dated as of June 1, 2019 (the "Original Lease Agreement" and, as further supplemented by the Second Supplement to Lease Agreement, dated as of October 1, 2024, by and between the City, as lessee, and the Authority, as lessor, the "Lease Agreement"), each by and between the City, as lessee, and the Authority, as lessor, the City and the Authority reserved the right to amend the Ground Lease and the Original Lease Agreement in connection with the issuance of Additional Bonds; and

- WHEREAS, the parties hereto have agreed to amend the Ground Lease as described herein, which amendments do not adversely affect the interests of the Owners of the Series 2019B Bonds or any Additional Bonds;
- NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, it is hereby mutually agreed as follows:
- **SECTION 1.** <u>Definitions.</u> Unless the context otherwise requires, the capitalized terms herein which are not defined herein shall have the meanings referenced in the Ground Lease.
- **SECTION 2.** <u>Amendment to the Property</u>. The Property as described in Exhibit A of the Ground Lease is hereby amended and supplemented by deleting Exhibit A in its entirety and substituting the attached Exhibit A therefor.
- **SECTION 3.** References to Indenture. From and after the date of the issuance of the Series 2024A Bonds, all references in the Ground Lease to "Indenture" shall refer to the Original Indenture as supplemented by the Second Supplemental Indenture and as may be further amended and supplemented from time to time.
- **SECTION 4.** References to Lease Agreement. From and after the date of the issuance of the Series 2024A Bonds, all references in the Ground Lease to "Lease Agreement" shall refer to the Original Lease Agreement as supplemented by the Second Supplement to Lease Agreement, dated as of October 1, 2024, by and between the City, as lessee, and the Authority, as lessor, and as may be further amended and supplement from time to time.
- **SECTION 5.** <u>Term; Termination</u>. Article VI of the Ground Lease is amended to read, in its entirety, as follows:

"TERM: TERMINATION

- **Section 6.01 Term**. The term of this Ground Lease shall commence as of the date of commencement of the term of the Lease Agreement and shall remain in full force and effect from such date to and including November 1, 20____, unless such term is extended or sooner terminated as hereinafter provided.
- **Section 6.02 Extension; Early Termination**. If, on November 1, 20_____, the Bonds shall not be fully paid, or provision therefor made in accordance with Article X of the Indenture, or the Indenture shall not be discharged by its terms, or if the Rental Payments payable under the Lease Agreement shall have been abated at any time, then the term of this Ground Lease shall be automatically extended until the date upon which all Bonds shall be fully paid, or provision therefor made in accordance with Article X of the Indenture, and the Indenture shall be discharged by its terms, except that the term of this Ground Lease shall in no event be extended more than ten years. If, prior to November 1, 20____, all Bonds shall be fully paid, or provisions therefor made in accordance with Article X of the Indenture, and the Indenture shall be discharged by its terms, the term of this Ground Lease shall end simultaneously therewith."
- **SECTION 6.** No Other Amendments. Except as expressly set forth in Sections 2 through 5 above, all other provisions of the Ground Lease remain in full force and effect.

SECTION 7. Counterparts. This Second Supplement to Ground Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Second Supplement to Ground Lease to be executed by their duly authorized officers on the date and year first above written.

	CITY OF RIVERSIDE			
	By: Edward Enriquez Assistant City Manager/Chief Financial Officer/Treasurer			
ATTEST:				
Donesia Gause City Clerk				
	RIVERSIDE PUBLIC FINANCING AUTHORITY			
	By:			
ATTEST:				
Donesia Gause Secretary				

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property legally described in <u>Exhibit A</u> attached hereto conveyed under the foregoing to the Riverside Public Financing Authority, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Riverside Public Financing Authority, pursuant to authority conferred by resolution of the Board of Directors of the Riverside Public Financing Authority adopted on September 17, 2024, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: October 1, 2024	RIVERSIDE PUBLIC FINANCING AUTHORITY			
	By:			
	Edward Enriquez			
	Treasurer			
ATTEST:				
Donesia Gause				
Secretary				

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 b	efore me,			, Notary Public,
personally appeared to me on the basis of satisfacthe within instrument and acauthorized capacity(ies), and entity upon behalf of which the	ctory evidence to be the knowledged to me the that by his/her/their si	he perso at he/sh ignature	on(s) whose na he/they execute e(s) on the instr	mes(s) is/are subscribed to d the same in his/her/their
I certify under PENALTY OF paragraph is true and correct.	F PERJURY under the	laws o	of the State of C	alifornia that the foregoing
WITNESS my hand and offic	ial seal			
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)	
COUNTY OF RIVERSIDE) ss.	
On, Notary P	ublic,
personally appeared	ed to /their or the
WITNESS my hand and official seal	
SIGNATURE OF NOTARY PUBLIC	

EXHIBIT A

DESCRIPTION OF THE LEASED PREMISES

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

PARCEL A:CITY HALL

ALL THAT PORTION OF BLOCK 9, RANGE 7 OF THE TOWN OF RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, PORTION OF BLOCK 9, RANGE 6 OF THE TOWN OF RIVERSIDE, KNOWN AS MARTHA G. DAVIS RESUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 34 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF MAIN STREET (VACATED) AND A PORTION OF NINTH STREET (VACATED) ADJOINING SAID BLOCKS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF NINTH STREET WITH THE CENTERLINE OF MAIN STREET;

THENCE SOUTH 60° 56' 43" EAST, ALONG SAID CENTERLINE OF NINTH STREET, 202.56 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THAT CERTAIN ALLEY DEDICATED AND ACCEPTED FOR PUBLIC USE FOR ALLEY PURPOSES AS PARCEL 1 BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE, RESOLUTION NO. 12705, RECORDED JANUARY 6, 1976 AS INSTRUMENT NO. 1389 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 29° 01' 52" WEST, ALONG SAID NORTHEASTERLY PROLONGATION AND ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 358.83 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 38.00 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF TENTH STREET:

THENCE NORTH 60° 57° 01" WEST, ALONG SAID PARALLEL LINE 202.51 FEET TO SAID CENTERLINE OF MAIN STREET;

THENCE NORTH 60° 56' 58" WEST, CONTINUING ALONG SAID PARALLEL LINE 208.62 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN ALLEY DEDICATED AND ACCEPTED FOR PUBLIC USE FOR ALLEY PURPOSES AS PARCEL 2 BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE BY SAID RESOLUTION NO. 12705;

THENCE NORTH 29° 02' 52" EAST, ALONG SAID SOUTHEASTERLY LINE AND ALONG ITS NORTHEASTERLY PROLONGATION, A DISTANCE OF 370.88 FEET TO LINE WHICH IS PARALLEL WITH AND DISTANT 12.00 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF NINTH STREET;

THENCE SOUTH 60° 56' 29" EAST, ALONG SAID PARALLEL LINE 208.47 FEET TO ITS INTERSECTION WITH SAID CENTERLINE OF MAIN STREET;

THENCE SOUTH 29° 02' 49" WEST, ALONG SAID CENTERLINE OF MAIN STREET, 12.00 FEET TO THE POINT OF BEGINNING.

SAID LAND IS DESCRIBED PURSUANT TO A CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 7, 1983 AS INSTRUMENT NO. 208259 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 215-372-013-2 AND 215-372-014-3

PARCEL B: POLICE PATROL BUILDING - PORTION

LOT 6 IN BLOCK 41 AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 41, ARLINGTON HEIGHT," ON FILE IN BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THE SOUTHWESTERLY ONE-HALF OF ST. LAWRENCE STREET VACATED BY RESOLUTION RECORDED JUNE 26, 1987 AS INSTRUMENT NO. 183105 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LOT 6 IN BLOCK 41 AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 41, ARLINGTON HEIGHTS, "ON FILE IN BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF LOT 5 IN SAID BLOCK 41 DISTANT THEREON, NORTH 56° 00' EAST 580.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTH 34° 00' WEST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 457.80 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 34° 00' WEST, 200.20 FEET TO THE SOUTHEASTERLY LINE OF LOT 3 IN SAID BLOCK 41;

THENCE SOUTH 56° 00' WEST, ALONG SAID SOUTHEASTERLY LINE OF LOT 3, A DISTANCE OF 185.95 FEET TO THE NORTHEASTERLY LINE OF LOT 7 (KNOWN AS STORM DITCH) IN SAID BLOCK 41;

THENCE SOUTH 46° 30' EAST, ALONG SAID NORTHEASTERLY LINE 207.11 FEET;

THENCE NORTH 56° 00' EAST, PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 5, A DISTANCE OF 141.13 FEET TO SAID TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 6 IN BLOCK 41, AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 41, ARLINGTON HEIGHTS" ON FILE IN

BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF LOT 5 IN SAID BLOCK 41 DISTANT THEREON, NORTH 56° 00' EAST, 580.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 5;

THENCE NORTH 34° 00' WEST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 323.67 FEET TO THE NORTHERLY LINE OF LOT 7 (KNOWN AS STORM DITCH) IN SAID BLOCK 41 AND TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 34° 00' WEST, 136.13 FEET;

THENCE SOUTH 56° 00' WEST, PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 6, A DISTANCE OF 141.13 FEET TO SAID NORTHERLY LINE OF LOT 7;

THENCE SOUTH 46° 30' EAST, 49.36 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 61.26 FEET THROUGH A CENTRAL ANGLE OF 54° 00' 00":

THENCE NORTH 79° 30' EAST, 101.30 FEET TO SAID TRUE POINT OF BEGINNING; THE PRECEDING THREE COURSES BEING ALONG SAID NORTHERLY LINE OF LOT 7.

EXCEPTING THEREFROM THE SOUTHEASTERLY 4.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION BY DEED RECORDED APRIL 16, 1993 AS INSTRUMENT NO. 141564 OF OFFICIAL RECORDS.

APN: PORTION OF 231-260-052-9

PARCEL C: POLICE PATROL BUILDING - PORTION

THAT PORTION OF LOT 5 IN BLOCK 41, AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 41, ARLINGTON HEIGHTS," ON FILE IN BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT DISTANT THEREON, NORTH 56° 00' EAST, 580.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT;

THENCE NORTH 34° 00' WEST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT, 301.86 FEET TO THE SOUTHERLY LINE OF LOT 7 (KNOWN AS STORM DITCH) IN SAID BLOCK 41:

THENCE NORTH 79° 30' EAST, 165.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 90.00 FEET;

THENCE SOUTHEASTERLY TO THE RIGHT ALONG SAID CURVE ON ARC LENGTH OF 157.87 FEET, THROUGH A CENTRAL ANGLE OF 100° 30' 00";

THENCE SOUTH, TANGENT TO SAID CURVE, 124.3 FEET TO SAID SOUTHEASTERLY LINE OF LOT 5:

THE PRECEDING THREE COURSES BEING ALONG SAID SOUTHERLY LINE OF LOT 7; THENCE SOUTH 56° 00' WEST, ALONG SAID SOUTHEASTERLY LINE 120.9 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHEASTERLY 4.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION BY DEED RECORDED APRIL 16, 1993 AS INSTRUMENT NO. 141564 OF OFFICIAL RECORDS.

APN: PORTION OF 231-260-052-9

PARCEL D: POLICE PATROL BUILDING - REMAINDER

THAT PORTION OF LOT 7 (KNOWN AS STORM DITCH) IN BLOCK 41 AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6 BLOCK 41, ARLINGTON HEIGHTS, ON FILE IN BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF LOT 5 IN SAID BLOCK 41 DISTANT THEREON, NORTH 56° 00' EAST, 580.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 5:

THENCE NORTH 34° 00' WEST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 323.67 FEET TO THE NORTHERLY LINE OF SAID OF 7.

EXCEPTING THEREFROM THE SOUTHEASTERLY 4.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION BY DEED RECORDED APRIL 16, 1993 AS INSTRUMENT NO. 141564 OF OFFICIAL RECORDS.

APN: PORTION OF 231-260-052-9

PARCEL E: CORPORATE YARD

THAT PORTION OF LOTS 3, 4 AND 5 AND A PORTION OF ST. LAWRENCE STREET (VACATED) IN BLOCK 50 OF ARLINGTON HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGES 20 AND 21 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF SAID LOT 5 IN BLOCK 50 AND A LINE PARALLEL WITH AND DISTANT 44.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF LINCOLN AVENUE AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS;

THENCE SOUTH 56°00' WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET TO THE CENTER LINE OF SAID ST. LAWRENCE STREET (VACATED);

THENCE NORTH 34°00' WEST, ALONG SAID CENTER LINE A DISTANCE OF 656.00 FEET TO THE ITS INTERSECTION WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWEST LINE OF SAID LOT 5;

THENCE SOUTH 56°00' WEST, ALONG SAID SOUTHWESTERLY PROLONGATION, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST LINE OF SAID ST. LAWRENCE STREET (VACATED);

THENCE NORTH 34°00' WEST, ALONG SAID SOUTHWEST LINE A DISTANCE OF 394.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 340.00 FEET;

THENCE SOUTH 34°00' EAST A DISTANCE OF 131.50 FEET;

THENCE SOUTH 86°20' EAST A DISTANCE OF 36.81 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 144.00 FEET;

THENCE NORTH 83°30' EAST A DISTANCE OF 43.33 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 119.68 FEET TO A LINE PARALLEL WITH AND DISTANT 50.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHEAST LINE OF LOTS 5 AND 6 IN BLOCK 50 AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS, HEREINAFTER REFERRED TO AS "POINT A"

THENCE SOUTH 34° 00' EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 336.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 60.00 FEET TO THE NORTHEAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED TO THE CITY OF RIVERSIDE, RECORDED OCTOBER 10, 2009 AS DOCUMENT NO. 2009-0519335 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO KNOWN AS THE PRENDA SPUR:

THENCE SOUTH 34°00' EAST, ALONG SAID NORTHEAST LINE, A DISTANCE OF 544.00 FEET TO THE MOST EASTERLY CORNER THEREOF AND THE NORTHWEST LINE OF LINCOLN AVENUE AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS;

THENCE SOUTH 56°00' WEST, ALONG SAID NORTHWEST LINE A DISTANCE OF 651.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE NORTH 34°00' WEST ALONG THE SOUTHWEST LINE OF SAID LOT 5, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT "POINT A" DESCRIBED HEREINABOVE;

THENCE SOUTH 34°00' EAST, ALONG A LINE PARALLEL WITH AND DISTANT 50.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHEAST LINE OF LOTS 5 AND 6 IN BLOCK 50 AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS, A DISTANCE OF 42.00 FEET;

THENCE SOUTH 56°00" WEST A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING SOUTH 56°00' WEST A DISTANCE OF 62.00 FEET;

THENCE SOUTH 34°00' EAST A DISTANCE OF 294.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 62.00 FEET

THENCE NORTH 34°00' WEST A DISTANCE OF 294.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT "POINT A" DESCRIBED HEREINABOVE:

THENCE SOUTH 34°00' EAST, ALONG A LINE PARALLEL WITH AND DISTANT 50.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHEAST LINE OF LOTS 5 AND 6 IN BLOCK 50 AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS, A DISTANCE OF 42.00 FEET;

THENCE SOUTH 56°00' WEST A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 56°00' WEST A DISTANCE OF 180.00 FEET;

THENCE SOUTH 34°00' EAST A DISTANCE OF 80.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 156.00 FEET;

THENCE SOUTH 34°00' EAST, A DISTANCE OF 201.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 24.00 FEET

THENCE NORTH 34°00' WEST A DISTANCE OF 281.00 FEET TO POINT OF BEGINNING.

APN: PORTION OF 231-260-024

PARCEL F: INTENTIONALLY DELETED.

PARCEL G: INTENTIONALLY DELETED.

PARCEL H: INTENTIONALLY DELETED.

PARCEL I: BOBBY BONDS PARK

LOT 4 AND THE NORTH ONE-HALF OF LOT 5 OF CASTELMAN'S ADDITION, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 19 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 221-040-025-2

PARCEL J: FUTURE LIBRARY SITE

THAT PORTION OF BLOCK 7, RANGE 9 AND BLOCK 7, RANGE 8 AND THAT PORTION OF FAIRMOUNT BOULEVARD (FORMERLY ALMOND STREET) (VACATED) ALL WITHIN THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, 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 NORTHEAST CORNER OF SAID BLOCK 7, RANGE 9;

THENCE SOUTH 60 DEG. 57' 10" EAST ALONG THE SOUTHERLY LINE OF SEVENTH STREET, A DISTANCE OF 33.00 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE CENTER LINE OF FAIRMOUNT BOULEVARD;

THENCE SOUTH 60 DEG. 57' 21" EAST ALONG THE SOUTHERLY LINE OF SEVENTH STREET, 175.88 FEET TO A POINT:

THENCE SOUTH 29 DEG. 02' 13" WEST, A DISTANCE OF 330.49 FEET TO A POINT IN THE NORTHERLY LINE OF UNIVERSITY AVENUE;

THENCE NORTH 60 DEG. 57' 59" WEST ALONG THE NORTHERLY LINE OF UNIVERSITY AVENUE, A DISTANCE OF 175.88 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE CENTER LINE OF FAIRMOUNT BOULEVARD;

THENCE NORTH 60 DEG. 56' 15" WEST ALONG THE NORTHERLY LINE OF UNIVERSITY AVENUE, A DISTANCE OF 183 FEET;

THENCE NORTH 28 DEG. 59' 18" EAST, A DISTANCE OF 160.26 FEET TO A POINT;

THENCE SOUTH 60 DEG. 56' 42" EAST, A DISTANCE OF 5.00 FEET TO A POINT;

THENCE NORTH 28 DEG. 59' 18" EAST, A DISTANCE OF 170.26 FEET TO A POINT;

THENCE SOUTH 60 DEG. 57' 10" EAST ALONG THE SOUTHERLY LINE OF SEVENTH STREET, A DISTANCE OF 145.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIPTION IS MADE PURSUANT TO CERTIFICATE OF COMPLIANCE WAIVER OF PARCEL MAP NO. VAC-1-812, RECORDED AUGUST 11, 1982 AS INSTRUMENT NO. 138420 OF OFFICIAL RECORDS.

APN: 214-252-016-7 & 213-261-027-8

APN: 215-372-013-2, 014-3, 231-260-052-9, 024-4, 221-040-025-2, 214-252-016-7 & 213-261-027-8

[LEGAL DESCRIPTION OF MUSEUM PROPERTY TO BE ADDED]