

**FIRST AMENDMENT TO GROUND LEASE  
BY AND BETWEEN COUNTY OF RIVERSIDE AND CITY OF RIVERSIDE  
ASSESSOR'S PARCEL NOS. 215-092-010 AND 215-092-011**

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Lessee") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Lessor"), with respect to the following:

**RECITALS**

A. On April 21, 2016, ("Commencement Date") Lessor and Lessee entered into that certain Ground Lease ("Original Lease") for the property located on Main Street, Riverside, California, identified as Assessor Parcel Nos. 215-092-010 and 215-092-011 ("Property").

B. The Parties desire to revise the dates for completion of plan submittal and for obtaining all project entitlements.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Section 5.1.1 is hereby deleted in its entirety and replaced with the following:

"5.1.1. Within five (5) years after the Commencement Date, City shall provide County with preliminary plans ("the Preliminary Plans") for all Improvements proposed to be made on the Premises. The Parties shall work together to develop a mutually agreeable design. Approval of the Preliminary Plans shall be subject to the prior consent of County as evidenced by written approval of the two County Board members whose supervisorial districts encompass portions of the City of Riverside after consultation with the Presiding Judge of the Riverside County Superior Court. Such consent shall be at the sole discretion of the County."

2. Section 5.1.3 is hereby deleted in its entirety and replaced with the following:

"5.1.3. City or its sublessee shall obtain all entitlements necessary for the project within six (6) years of the Commencement Date. Upon obtaining all entitlements, City shall proceed with due diligence and dispatch to complete the Improvements on the Premises per the plans approved by the City and County per Section 5.1.1 of this Lease. The project shall substantially commence operations of all businesses on the Premises not later than seven (7) years following the Commencement Date. Failure to obtain all required entitlements within six (6) years of the Commencement Date or to complete all Improvements and to substantially commence operations of all businesses on the Premises within seven

(7) years of the Commencement Date shall give County the right to terminate this Lease immediately.”

3. First Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the lease, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof.

4. Miscellaneous. Except as amended or modified herein, all the terms of the Original Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Lessee. Neither this Amendment, nor the Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

5. This First Amendment to Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Original Lease as of the date first above written.

**LESSOR:**

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Kevin Jeffries, Chairman  
Board of Supervisors

ATTEST:  
Kecia R. Harper  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**LESSEE:**

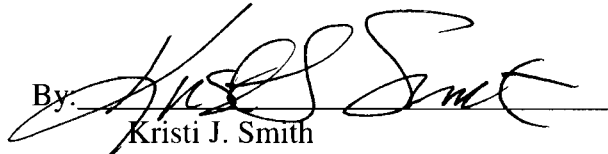
CITY OF RIVERSIDE

By: \_\_\_\_\_  
Al Zelinka  
City Manager

ATTESTED TO:

By: \_\_\_\_\_  
Colleen J. Nicol  
City Clerk

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Kristi J. Smith  
Chief Assistant City Attorney