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7/3/74

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1485596 DRL

^{FOR}
Parking Authority of
the City of Riverside

\$3,450,000

1974 Lease Revenue Bonds

BASIC LEGAL DOCUMENTS

115780

RECEIVED FOR RECORD

SEP 10 1974

AT 9:00 O'CLOCK A.M.

At Request of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE

115780

Book 1974, Page

Recorded in Official Records
of Riverside County, California

W. B. DeBry Recorder

FEE \$

INDEXED

None

REQUEST FOR RECORDATION

Request of City Clerk for recordation of this
instrument, and return to,
City Clerk, Room 10, City Hall,
Riverside, California

8310 R

7/3/74

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RIVERSIDE PARKING FACILITIES LEASE

THIS LEASE made as of August 15, 1974, by and between the PARKING AUTHORITY OF THE CITY OF RIVERSIDE (the "Authority"), a public body corporate and politic organized and existing under the laws of the State of California, and the CITY OF RIVERSIDE (the "City"), a municipal corporation duly organized and existing under its Charter and the laws of the State of California.

WITNESSETH:

WHEREAS, the Authority is a public body corporate and politic created under and exercising its powers pursuant to the Parking Law of 1949, Part 2 of Division 18, commencing at § 32500, of the Streets and Highways Code of the State of California; and

WHEREAS, the Authority under said law has the power to issue revenue bonds for the purpose of financing public parking facilities to be leased to the City; and

WHEREAS, the Authority proposes to acquire certain parcels of land described in Exhibit A attached hereto and by this reference incorporated herein (said parcels being hereinafter collectively referred to as the "Site"), for public parking facilities; and

WHEREAS, the Authority proposes to construct on a portion of the Site a multilevel parking structure and related Site improvements and facilities (the "Facilities"); and

WHEREAS, the Council of the City has found and determined that the acquisition of the Site and the construction of the Facilities by the Authority (said Site and Facilities being hereinafter collectively referred to as the "Project") will provide public off-street parking facilities of benefit to the City, and the City desires to lease from the Authority the Site when acquired and available for public use and the Project when completed, to be operated by the City as a parking facility for the benefit of the City and for other purposes permitted by law; and

WHEREAS, under said Parking Law of 1949, and particularly Section 32957 thereof, the Authority has the power to lease said Project to the City without the necessity of inviting bids;

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

Section 1. Lease of Project. The City leases from the Authority and the Authority demises and leases unto the City, the Project.

Section 2. Issuance and Sale of Bonds. The Authority agrees that it will as in this Section set forth, issue revenue bonds for the purpose of acquiring the Site and constructing the Facilities. The Authority agrees that, as promptly as feasible, it will issue and sell revenue bonds, in one or more series, in a total principal amount which, together with any other available funds of the Authority, is estimated to be at least sufficient: (1) to acquire the Site and construct the Facilities; and (2) to pay other costs and expenses in connection with such acquisition, construction and financing, including the establishment of such reserve funds as may be necessary or desirable to provide for the security of the bonds. The bonds shall be issued to provide funds for the acquisition of the Site and related costs and expenses, and to provide funds for the construction and acquisition of the Facilities and related costs and expenses. The bonds shall be issued pursuant to that certain Resolution entitled "Resolution of the Parking Authority of the City of Riverside, California, Authorizing the Issuance of \$3,450,000 1974 Lease Revenue Bonds of Said Authority and Providing the Terms and Conditions for the Issuance of said Bonds" (the "Resolution") attached hereto as Exhibit B.

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Section 3. Lease of Site and Construction of Facilities. With the proceeds of the revenue bonds and any other available funds, the Authority agrees to acquire the Site and construct, or cause to be constructed, or acquire the Facilities in full accordance with plans and specifications approved by the City, which plans and specifications will be filed with the Clerk of the City. Such plans and specifications shall be furnished at the expense of the Authority. Such acquisitions and the construction of improvements shall be made as promptly as feasible.

Section 4. Term, Base Rental, Additional Rental, Adjustment of Rental.

Term: The term of this Lease shall commence on the date that notice is given by the Authority to the City that the Project or any portion thereof is available for use by the City for parking purposes but in no event later than 15 months from the date hereof, plus any extension of completion date provided under any construction contract or contracts for the Facilities, but in no event shall such extensions exceed one year. This Lease shall terminate on the earlier of (i) August 15, 2009, or (ii) upon the payment of all principal of and interest on, together with any premiums on, any revenue bonds issued as contemplated by Section 2 hereof so that any and all security devices executed in connection with such bonds have been discharged.

Base Rental: Commencing on July 5, 1975, or on the date on which the Project is substantially completed in accordance with the Plans and Specifications and written notice thereof has been served on the City by the Authority, whichever is later, the City shall be obligated to pay to the Trustee for the account of the Authority in advance for each fiscal year rent at the rate of \$285,700.00 per annum. Such rental shall be due on July 1 and shall be payable, without the payment of interest thereon as contemplated in this Section 4, on or before July 5 in each fiscal year for use of the Project during said fiscal year. In the event that the liability of the City for rent does not commence on July 5, 1975, the rent to be paid for the remaining portion of the fiscal year in which such liability commences shall be prorated and shall be paid within thirty (30) days following commencement of such liability, but in no event later than the next succeeding June 30. In the event the Project has not been substantially completed by July 5, 1975 but has been completed to the extent that the City may lawfully occupy and pay rent for a portion of the Project, the City shall be obligated to make rental payment in an amount to be mutually agreed upon, said rent not to exceed the fair rental value of such portion which may be occupied.

Additional Rental: During the term of this Lease and as additional rental hereunder, for the Fiscal Year to which the following items apply, the City agrees to pay and discharge:

(i) All utilities, taxes and assessments of any nature whatsoever for which the Authority is liable, including, but not limited to, excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Project or upon the Authority's interest therein or upon the Authority's rental income derived therefrom.

(ii) All expenses (not otherwise paid or provided for out of the proceeds of the sale of bonds of the Authority) incidental to the issuance of the bonds and all administrative costs of the Authority, and all other necessary administrative charges of the Authority or charges required to be paid by it in order to comply with the terms of the Bonds or of the Resolution and to defend the Authority and its members.

(iii) Insurance premiums, if any, on all insurance all as required or permitted under the provisions of Section 7 hereof.

(iv) All costs and expenses which the Authority may incur in consequence of or because of any default by the City under this Lease, including reasonable attorneys' fees and costs of suit or action at law to enforce the terms and conditions of this Lease.

Each portion of the foregoing shall be paid on or before the due date in the Fiscal Year to which the same applies or relates.

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Nothing herein contained shall prevent the City from making from time to time contributions or advances to the Authority for any purpose now or hereafter authorized by law.

Commencement of Base Rental and Additional Rental: The City shall commence payment of the Base Rental and the Additional Rental on the latest date of the following alternatives: (i) July 5, 1975, or, (ii) the date on which the Project is completed in accordance with the plans and specifications and written notice thereof has been served on the City by the Authority or when the Project or any usable portion thereof has been accepted by the City, whichever is earlier.

Consideration: The payments of Base Rental and Additional Rental hereunder shall constitute the total rental to be paid by the City for the use and occupancy of the Project from year to year. The parties hereto have agreed and determined that such total annual rental represents the fair annual rental value of the Project. Said total annual rental shall be paid for and in consideration of the right of use and occupancy from year to year granted by this Lease for the Project which the City receives and in consideration of the continued quiet use and enjoyment thereof during the term of this Lease.

Budget: The City hereby covenants to take such action as is necessary under the laws requiring the City to budget for and include and maintain funds sufficient and available to discharge its obligations to meet all rental payments due hereunder in each Fiscal Year and further covenants to make the necessary appropriations for all such rental payments. The covenants on the part of the City herein contained shall be deemed and construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of the City to take such action and do such things as are required by law in the performance of such official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the City.

Payment: Each Base Rental and Additional Rental Payment shall be paid, in lawful money of the United States of America, by warrant or check drawn against funds of the City at the office of the Trustee in Los Angeles, California, or at such other place or places as may be set forth in the Resolution. Each rental payment which is not paid when due shall bear interest at the rate of seven percent (7%) per annum from the date on which the payment becomes due until the same is paid. Notwithstanding any dispute between the Authority and the City hereunder, the City shall make all rental payments when due and shall not withhold any rental payments pending the final resolution of such dispute. In the event of a determination that the City was not liable for said rental payments or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent rental payments due hereunder, or, if in excess thereof, shall be repaid to the City by the Authority.

Credit on Base Rental: There shall be credited against Base Rental any amount required to be so credited under the terms of the Resolution.

Conveyance of Project to City: Upon payment of all principal of and interest on, together with any premium on, any revenue bonds issued as contemplated by Section 2 hereof so that any security devices executed in connection with such bonds have been discharged, all title and interest to the Project shall vest in the City, and the Authority hereby covenants to execute any and all documents necessary to evidence such vesting.

Section 5. Maintenance, Operation, Encumbrances, etc. Except for repair or restoration of the Project to be made by the Authority pursuant to Subsection 1 of Section 8 and Section 11 hereof, the City shall, at its own expense, maintain, during the term of this Lease, the Project in good order, condition and repair and shall pay all costs and expenses of operating the same as public parking facilities, it being understood and agreed that the Authority is obligated to provide only the Project as expressly provided herein and has no obligation to pay any cost or expense of any kind or character in connection with or related to the management, operation or maintenance of the Project during the term of this Lease. The City agrees to keep the Project free and clear of all liens, charges and encumbrances, except for those caused or consented to by the Authority and except that the City may pledge revenues to be derived

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therefrom. The Authority agrees that, at the time the term of this Lease commences, it will have full possession of and title to the Project, subject to such conditions, reservations, exceptions and rights of way of record as do not substantially interfere with the use of said Project by the City for parking purposes.

Section 6. Additions and Improvements. The City shall have the right during the term specified in this Lease, at its own expense, to make or permit to be made, any addition to or improvements to the Project leased hereunder which do not impair the utility thereof for use as parking facilities and for other purposes which are now or may hereafter be permitted by law, to attach fixtures, structures or signs thereto, and to place any personal property on or in the Project. Title to all such personal property or to fixtures which may be removed without damage to the Project shall remain in the City or in such person as may be legally entitled thereto.

Section 7. Insurance. The Authority shall, during the term of this Lease, keep or cause to be kept a policy or policies of insurance against loss of or damage to the Project, and appurtenances and permanent equipment, resulting from fire, lightning, vandalism, malicious mischief, and such perils ordinarily defined as "extended coverage" and other perils as the Authority and the City may agree should be insured against on forms and in amounts satisfactory to each.

During the term of this Lease, Authority shall keep or cause to be kept for the mutual benefit of Authority and City, as named insureds, comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury", including without limitation, bodily injury, death or property damage, occurring upon, in or about the Project or any elevators or any escalators therein and on, in or about the adjoining sidewalks, streets and passageways, such insurance to afford immediate minimum protection to a limit of not less than \$1,000,000 with respect to personal injury or death to any one or more persons and \$50,000 with respect to damage to property.

The Authority may also carry or cause to be carried such other insurance as is required by the Resolution.

All premiums and charges due and payable by Authority for all of the aforesaid insurance shall be paid by the City in accordance with the provisions of Section 4 hereof. Any such premium for a period partly within such period shall be prorated.

At the option of the City, any insurance required of the Authority hereunder may be provided by the City.

Notwithstanding the generality of the foregoing, the Authority shall not be required to maintain or cause to be maintained any insurance which is not available from reputable insurers on the open market or more insurance than is specifically referred to above.

To the extent that there are any excess proceeds from insurance remaining after compliance with or provision for compliance with all of the terms of this Lease and after payment of or provision for payment of all outstanding revenue bonds of the Authority, then, such excess proceeds shall be distributed to the Authority and the City as their interests may appear.

Section 8. Damage to the Project. In the event of damage to or destruction of the Project by fire or other casualty or event or by any taking in any eminent domain proceedings so that it becomes wholly or partly unusable, the Authority, at its option, may do either of the following:

(1) Repair and rebuild the Project, or any portion thereof with the City's consent, so that it shall be restored to use in which case this Lease shall remain in full force and effect. Any excess of insurance proceeds or condemnation award, resulting from such destruction, damage or taking shall be deposited in the Revenue Fund (as defined in the Resolution), or

(2) Declare this Lease terminated as to the entire Project or any portion thereof and use any money collected from insurance or condemnation award against the destruction or damage to the Project or taking to the extent necessary to retire any outstanding revenue bonds or any debts or

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liabilities which the Authority may have; provided, however, that if the Authority shall have sufficient funds from the proceeds of insurance, condemnation award, or otherwise for the necessary repairing or rebuilding, and shall be able to repair or rebuild, the Authority shall not proceed under this option without the City's consent.

During such time as the Project is totally unusable, rent shall cease. No further rental payments shall accrue until the Project is again ready for occupancy and rental payments already made, if any, shall be equitably abated and adjusted accordingly.

The rental hereunder for the Project shall abate during any period in which by reason of any damage, destruction or taking there is a substantial interference with the use and occupancy of the Project by the City. If only a portion of the Project is rendered untenable, such rental payments (including those already made, if any) shall during the period of partial unusability of the Project, be in an amount that represents the fair market value of the remainder of the Project.

In the event that only a portion of the Project is repaired and rebuilt with the City's consent under subsection (1) above, the rental hereunder for the Project will be adjusted in the manner provided above for the abatement of rent.

Section 9. City's Obligation to Operate. The City shall be obligated to so use and operate the Project so as to afford to the public the benefits contemplated by this Lease and to permit the Authority to carry out its covenants to its bondholders.

Section 10. Assignment and Sublease. Neither this Lease nor any interest of the City herein shall, at any time after the date hereof, without the prior written consent of the Authority, be mortgaged, pledged, assigned or transferred by the City by voluntary act or by operation of law, or otherwise, except as specifically provided herein. The City shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or subletting which may be made. The City shall have the right to grant easements or licenses, to sublease or permit the use or operation by others of all or any part of the Project for any purpose which is now or may hereafter be permitted by law, but nothing herein contained shall be construed to relieve the City from its obligation to pay rentals as provided in this Lease or relieve the City from any other obligation contained herein. The Authority may issue its revenue bonds as contemplated by Section 2 hereof, may pledge to the payment of said bonds and the interest thereon, the rentals to be received hereunder, and may make all necessary covenants for the protection and security of its bondholders.

Section 11. Eminent Domain. If the whole of the Project, or so much thereof as to render the remainder unusable for parking purposes, shall be taken under the power of eminent domain or sold to any governmental agency threatening to exercise the power of eminent domain, then this Lease shall terminate. If less than the whole of the Project shall be so taken or sold and the remainder is usable for parking purposes, then this Lease shall continue in full force and effect as to such remainder and the parties waive the benefit of any law to the contrary. In such event, rental shall be abated in the same manner as it shall be abated under Section 8 hereof, such determination being made as of the date following the date of such taking or sale.

Except as provided in Section 8 hereof, any award made in eminent domain proceedings for the taking or damaging of the Project in whole or in part, or any proceeds received from the sale thereof, shall be paid to the Authority for the direct benefit of the holders of the outstanding revenue bonds of the Authority and shall be used as provided in the Resolution. The City shall have no interest in or thereto and shall not be entitled to any part of such award.

Section 12. Surrender of Leased Premises. Upon the termination of this Lease, prior to the expiration of the term hereof, the City agrees that it shall surrender to the Authority the Project, in good order and condition and in a state of repair that is consistent with prudent use and conscientious maintenance except for reasonable wear and tear.

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Section 13. Right of Entry. The Authority and its designated representatives shall have the right to enter upon the Project during reasonable business hours (and in emergencies at all times), (i) to inspect the same, (ii) for any purpose connected with the City's rights or obligations under this Lease and (iii) for all other lawful purposes.

Section 14. Liens. The City agrees to pay, when due, all sums of money that may become due for, or purporting to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished or to be furnished to or for the City in, upon or about the Project and which may be secured by mechanics', materialmen's or other liens against the Project, and/or the Authority's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures and/or becomes due, provided, however, that if the City desires to contest any such lien, it may do so, but notwithstanding any such contest, if any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, then and in any such event the City shall forthwith pay and discharge said judgment.

Section 15. Taxes. The parties understand that the Project constitutes public property free and exempt from all taxation; however, the Authority, upon written request by the City, agrees to take whatever steps may be necessary to contest any proposed tax or assessment, or to take steps necessary to recover any tax or assessment paid. The City agrees to reimburse the Authority for any and all costs and expenses thus incurred by the Authority.

Section 16. Quiet Enjoyment. The parties hereto mutually covenant and agree that the City, by keeping and performing the covenants and agreements herein contained, shall at all times during the term hereof, peaceably and quietly, have, hold and enjoy the Project, without suit, trouble or hindrance from the Authority.

Section 17. Vesting. Anything to the contrary in this Lease notwithstanding, the interest provided for in this Lease shall vest, and the term thereof begin, if at all, not later than the number of years specified and set forth in Section 715.2 of the Civil Code of the State of California, said specific period of years to be measured from the date of this Lease.

Section 18. Law Governing. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California, subject to the waivers, exclusions and provisions herein contained.

Section 19. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

City — City of Riverside
 City Clerk
 City Hall
 Seventh and Orange Streets
 Riverside, California 92501

Authority — Parking Authority of the City of Riverside
 c/o City Clerk
 City Hall
 Seventh and Orange Streets
 Riverside, California 92501

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or at such other address as the Authority shall later designate for such purpose by written notice to the City.

Section 20. Waiver. The waiver by the Authority of any breach by the City of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 21. Default by City. If (a) the City shall fail to pay any rental payable hereunder within 15 days from the date such rental is payable, or (b) the City shall fail to observe or perform any such other terms, covenants or conditions contained herein for a period of 25 days after written notice thereof from the Authority to the City, or (c) the City shall abandon or vacate the Project, or (d) the City's interest in this Lease or any part thereof shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, or (e) the City shall file any petition or institute any proceedings wherein or whereby the City asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from any or all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or for any other similar relief, then and in any of such events, the City shall be deemed to be in default hereunder.

If the City should, after notice of such default, fail to remedy any default or commence the correction thereof with all reasonable dispatch, in not exceeding 30 days, then the Authority shall have the right, at its option, without any further demand or notice (i) to terminate this Lease, if such termination is then permitted under the provisions of the Resolution, and to re-enter the Project and eject all parties in possession of said property therefrom or (ii) to re-enter the Project and eject all parties therefrom and, without terminating this Lease, re-let the Project, or any part thereof, as the agent and for the account of the City upon such terms and conditions as the Authority may deem advisable, in which event the rents received on such re-letting shall be applied first to the expenses of re-letting and collection, including any necessary renovation and alteration of the Project, reasonable attorneys' fees, and any real estate commissions actually paid, and thereafter toward payment of all sums due or to become due to the Authority hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, the City shall pay to the Authority annually any cumulative net deficiency existing on the date when rentals are due hereunder. The foregoing remedies of the Authority are in addition to and not exclusive of any other remedy of the Authority. Any such re-entry shall be allowed by the City without hindrance and the Authority shall not be liable in damages for such re-entry or be guilty of trespass.

The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation by the Authority of the Project and the collection of fees and charges for parking therein.

Section 22. Net Lease. This Lease shall be deemed and construed to be a "net lease" and the City hereby agrees that the rental provided for herein shall be an absolute net return to the Authority, free and clear of any expenses, charges or setoffs whatsoever.

Section 23. Non-discrimination. The City covenants by and for itself, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, race, color, creed, national origin, or ancestry, in the leasing, sub-leasing, transferring, use, or enjoyment of the premises herein leased nor shall the City itself, or any person claiming under or through it, establish or permit any such practice or practices of

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discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

Section 24. Execution. This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease, and it is also understood and agreed that separate counterparts of this Lease may be separately executed by the Authority and the City, all with the same full force and effect as though the same counterpart had been executed simultaneously by both the Authority and the City.

Section 25. Validity. If any one or more of the terms, provisions, promises, covenants or conditions of this Lease shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

If for any reason this Lease shall be held by a court of competent jurisdiction, void, voidable, or unenforceable by the Authority or by the City, or if for any reason it is held by such court that the covenants and conditions of the City hereunder, including the covenant to pay rent hereunder, is unenforceable for the full term hereunder, then and in such event for and in consideration of the right of the City to possess, occupy and use the Project, which right in such event is hereby granted, this Lease shall thereupon become, and shall be deemed to be, a lease from year to year under which the annual rentals herein specified will be paid by the City.

This Lease shall constitute a binding contractual obligation of the City and the Authority within the existing State and Federal Constitutions.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Attest:

CITY OF RIVERSIDE

By

Paul Lewis
Mayor

VIRGINIA J. STROHECKER

By

Alice A. [Signature]
City Clerk
Assistant City Clerk

PARKING AUTHORITY OF THE CITY OF RIVERSIDE

Attest:

By

Paul Lewis
Chairman

VIRGINIA J. STROHECKER

By

Alice A. [Signature]
Secretary
Asst. Secretary

I HEREBY APPROVE the form and legality of the foregoing agreement this 9th day of July, 1974.

John Woodlee
City Attorney and Legal Counsel
of said Authority

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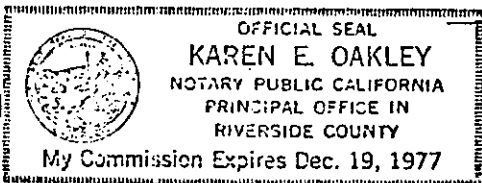
STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } ss.

On this 15th day of August, in the year 1974, before me the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Ben H. Lewis, known to me to be the Chairman, and Alice A. Hare, known to me to be the Assistant Secretary, respectively, of the Parking Authority of the City of Riverside, the public corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of such public corporation therein named, and acknowledged to me that such public corporation executed the within instrument pursuant to direction of said Authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year in this certificate first above written.

Karen E. Oakley

[Notarial Seal]



STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } ss.

On this 15th day of August, in the year 1974, before me the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Ben H. Lewis, known to me to be the Mayor, and Alice A. Hare, known to me to be the Assistant City Clerk, respectively, of the City of Riverside, a municipal corporation of the State of California, that executed the within instrument on behalf of such municipal corporation therein named and acknowledged to me that such municipal corporation executed the within instrument pursuant to a resolution of its City Council.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year in this certificate first above written.

Karen E. Oakley

[Notarial Seal]

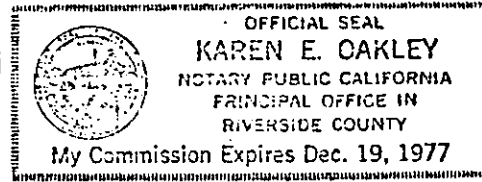


EXHIBIT "A"

PARKING GARAGE NO. 1

DESCRIPTION:

In the unincorporated area of County of Riverside, State of California, described as follows:

That portion of Block 7, Range 6, of the Town of Riverside, as shown on Map recorded in Book 7, page 17, of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Northwestern line of Orange Street which is 100.36 feet Southwesterly from the Northeasterly corner of said Block 7;

THENCE continuing Southwesterly on said Northwestern line of Orange Street, 120.22 feet;

THENCE Northwesternly parallel with the Southwesterly line of Seventh Street, 165 feet, more or less, to the Southeasterly line of an alley;

THENCE Northeasterly along said Southeasterly line of said alley, 126.03 feet;

THENCE Southeasterly parallel with the Southwesterly line of Seventh Street, 70 feet, more or less, to a point on a line parallel with and 95 feet Northwesternly, measured at right angles, from the Northwesternly line of Orange Street;

THENCE Southwesterly and parallel with the Northwesternly line of Orange Street, 5.86 feet;

THENCE Southeasterly parallel with the Southwesterly line of Seventh Street to the point of beginning.

EXCEPTING therefrom that portion described as follows:

BEGINNING at a point on the Westerly line of Orange Street, 110.0 feet Northerly from the Southeast corner of said Block;

THENCE Westerly and parallel with the Northerly line of Eighth Street, a distance of 82 feet 10 inches;

THENCE Northerly and parallel with the Westerly line of Orange Street, a distance of nine and seven-eighths inches;

THENCE Easterly on a direct line to a point on the Westerly line of Orange Street which is eleven inches Northerly from the point of beginning;

THENCE Southerly along the Westerly line of Orange Street, a distance of eleven inches to the point of beginning.

* * * * *

PARKING GARAGE NO. 2

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1:

The Northeasterly 62 feet of Lots 12, 13, 15, 16 and 17; the Southwesterly 5 feet of the Northeasterly 67 feet of the Southeasterly 4 feet of Lot 13; the Northeasterly 67 feet of Lot 14; and all of Lots 18 and 19; all in DAVIS SUBDIVISION of Block 8 Range 6, of the TOWN OF RIVERSIDE, as shown by Map on file in Book 1 page 65 of Maps, Records of San Bernardino County, California; together with that portion of that certain alley, lying between Lot 18 and Lots 12 to 17, inclusive, of Lots of said DAVIS SUBDIVISION and bounded on the Southeast by the Northwestern line of Grange Street, and bounded on the Northwest by the Northeasterly prolongation of the Northwestern line of said Lot 12, as said alley was vacated by Resolution of the City Council of the City of Riverside, State of California, a certified copy of said Resolution having been recorded March 24, 1961 as Instrument No. 25132 of Official Records of Riverside County, California.

PARCEL 2:

That portion of that certain alley lying between Lots 19 and 25 of DAVIS SUBDIVISION of Block 8 Range 6 of the TOWN OF RIVERSIDE, as shown by Map on file in Book 1 page 65 of Maps, Records of San Bernardino County, California, lying Southwesterly of the Northwestern prolongation of the Northeasterly line of said Lot 19, and lying Southeasterly of the Northeasterly prolongation of the Northwestern line of said Lot 19.

* * * * *

PARKING GARAGE NO. 3

DESCRIPTION:

Lots 7, 8, 9, 10, 11 & 12 of the H. J. RUDISILL SUBDIVISION of Block 7, Range 7 of the Town of Riverside as shown by map on file in Book 1 of Maps, at page 54 thereof, records of San Bernardino County, California, together with an alley as shown on said map, lying southwest of said Lot 10 and northeast of said Lots 7, 8 & 9.

115780

PARKING LOT NO. 1

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Block 6, Range 5 of the TOWN OF RIVERSIDE, as shown by Map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at the Northeasterly corner of said Block 6, Range 5;
 THENCE North 60° 59' 16" West, along the Southwesterly line of Sixth Street, 330.61 feet to the Northwesterly corner of said Block 6, Range 5;
 THENCE South 29° 00' 00" West, along the Southeasterly line of Orange Street, 202.37 feet;
 THENCE South 60° 58' 15" East, parallel to the Northeasterly line of Seventh Street, 66.33 feet;
 THENCE north 29° 01' 45" East, 165.34 feet;
 THENCE South 60° 58' 15" East, parallel to said Northeasterly line of Seventh Street, 198 feet;
 THENCE South 29° 01' 45" West, 123.74 feet to a point in the Southwesterly line of that certain parcel of land conveyed to the City of Riverside, a municipal corporation, by deed recorded June 6, 1957 as Instrument No. 41571 of Official Records of Riverside County, California;
 THENCE South 60° 58' 15" East, along said Southwesterly line, 66.32 feet to the Northwesterly line of Lemon Street;
 THENCE North 28° 58' 49" East, along said Northwesterly line of Lemon Street, 165.87 feet to said POINT OF BEGINNING.

PARKING LOT NO. 2

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Block 5, Range 6, of the TOWN OF RIVERSIDE, as shown by Map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Westerly line of Orange Street, 132 feet Southerly of the Northeasterly corner of said Block;
 THENCE Southerly on the Westerly line of Orange Street, 118 feet;
 THENCE Westerly, parallel with the Northerly line of said Block, 155 feet;
 THENCE Northerly, parallel with the Westerly line of Orange Street, 118 feet;
 THENCE Easterly, parallel with the Northerly line of said Block, 155 feet to the point of beginning.

115780

PARKING LOT NO. 3

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Block 10, Range 8, of the TOWN OF RIVERSIDE, as shown by Map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Southerly line of Tenth Street, 60 feet Westerly from the Northeasterly corner of said Block;
THENCE Westerly, along the Southerly line of Tenth Street, 140 feet;
THENCE Southerly, parallel with the Westerly line of Market Street, 155 feet;
THENCE Easterly, parallel with the Southerly line of Tenth Street, 140 feet;
THENCE Northerly, parallel with the Westerly line of Market Street, 155 feet to the point of beginning.

* * * * *

PARKING LOT NO. 4

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

All of Block 9, Range 4 of the Town of Riverside, as shown by map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California.

115780

PARKING LOT NO. 5

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Block 8, 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, described as follows:

BEGINNING at a point on the Easterly line of Market Street, 132 feet Southerly from the Northwesterly corner of said Block;
THENCE Easterly, parallel with the Southerly line of Eighth Street, 198 feet;
THENCE Southerly, parallel with the Easterly line of Market Street; 14 feet to an angle point in the Northwesterly line of a parcel conveyed to the City of Riverside, by Deed recorded in Book 233 page 199 of Deeds, Records of Riverside County, California;
THENCE Southwesterly along the Northwesterly line of said parcel and the Southwesterly extension thereof, 48.55 feet;
THENCE Southerly, parallel with the Easterly line of Market Street, 71.16 feet;
THENCE Westerly, parallel with the Southerly line of Eighth Street, 155 feet;
THENCE Northerly on the Westerly line of said Block, 111 feet to the point of beginning.

§ * * * * *

PARKING LOT NO. 6

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Block 9, Range 5, of the Town of Riverside, as shown on Map recorded in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Westerly line of Lemon Street, 150 feet Southerly from the Northeasterly corner of said Block;
THENCE Southerly on the Westerly line of Lemon Street, 114 feet;
THENCE Westerly parallel with the Northerly line of said Block, 157 feet to an alley;
THENCE Northerly parallel with the Westerly line of Lemon Street, 114 feet;
THENCE Easterly parallel with the Northerly line of said Block, 157 feet to the Point of Beginning.

115780

PARKING LOT NO. 12

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

All of Lots 8 and 9 and those portions of Lots 7 and 10 of Martha G. Davis Resubdivision of Block 9, Range 6, of the Town of Riverside, as shown on map recorded in Book 2 page 34 of Maps, Records of Riverside County, California, described as follows:

BEGINNING on the Westerly line of Orange Street 50 feet Northerly from the Southeasterly corner of said Block 9;

THENCE continuing Northerly along said Westerly line of Orange Street 99.5 feet;

THENCE Westerly parallel with the Northerly line of Tenth Street 157.5 feet, more or less, to the Easterly line of an alley;

THENCE Southerly along said Easterly line of said alley 99.5 feet;

THENCE Easterly parallel with the Northerly line of Tenth Street 157.5 feet, more or less, to the Point of Beginning.

PARKING LOT NO. 14

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Block 9, Range 3, of the TOWN OF RIVERSIDE, as shown by Map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, which lies Westerly of the following described line:

BEGINNING at a point on the Northeasterly line of Tenth Street, which bears North 60° 14' 50" West, 191.58 feet from the most Southerly corner of said Block 9;

THENCE North 12° 07' 30" East, 114.27 feet;

THENCE North 1° 44' 33" East, 63.54 feet;

THENCE North 8° 58' 36" West, 87.94 feet;

THENCE North 60° 15' 03" West, 20 feet to the Northwesterly line of said Block 9, distant along said Northwesterly line, being also the Southeasterly line of Lime Street, as shown on said Map, South 29° 44' 03" West, 96.98 feet from the most Northerly corner of said Block 9.

* * * * *

115780

PARKING LOT NO. 15

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California,
described as follows:

That portion of Anderson's Subdivision of Block 6, Range 3 of the TOWN OF RIVERSIDE, as shown on Map recorded in Book 5 page 127, of Maps, Records of Riverside County, California, which lies between the Northwesterly line of the right of way of the State Freeway VIII Riv-43 Riv., and the following described line:

BEGINNING at a point on the Southwesterly line of Sixth Street, which bears Northwesterly 112 feet from the Northwesterly line of Mulberry Street, as shown by said Map;

THENCE Southwesterly, parallel with the Southeasterly line of Line Street, 100 feet to the Southwesterly line of Lot 11 of said Subdivision;

THENCE Northwesterly on the Southwesterly line of said Lot 11, 7.90 feet to the most Northerly corner of Lot 10;

THENCE Southwesterly on the Northwesterly line of Lots 10 and 9 and its Southwesterly projection, 116.81 feet, more or less, to the Northeasterly line of Lot 4 of said Subdivision;

THENCE Northwesterly on said Northeasterly line of said Lot 4 and Lot 3 of said Subdivision, to the most Northerly corner of said Lot 3;

THENCE Southwesterly on the Northwesterly line of Lot 3, 114.04 feet to the most Westerly corner of Lot 3;

TOGETHER with that portion of Sixth Street vacated as a public street by the City of Riverside and recorded December 8, 1958 as Instrument No. 88369, of Official Records of Riverside County, California, which lies Northwesterly of the Northwesterly right-of-way line of the State Freeway VIII Riv-43 Riv.

* * * * *

PARKING LOT NO. 16

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California,
described as follows:

PARCEL 1:

That portion of Block 7, Range 5, as shown by Map of the TOWN OF RIVERSIDE,
on file in Book 7 page 17 of Maps, Records of San Bernardino County,
California, described as follows:

BEGINNING at a point on the Westerly line of said Block, 140 feet Southerly
from the Northwest corner of said Block;
THENCE continuing Southerly on said Westerly line, 28.2 feet to a point
thereon, 161.8 feet from the Southwesterly corner of said Block;
THENCE Easterly, parallel with the Southerly line of said Block, 140 feet;
THENCE Northerly, parallel with the Westerly line of said Block, 28.2 feet
to a point 140 feet Southerly from the Northerly line of said Block;
THENCE Westerly, parallel with the Northerly line of said Block, 140 feet
to the point of beginning.

PARCEL 2:

That portion of Block 7, Range 5, as shown by Map of the TOWN OF RIVERSIDE,
on file in Book 7 page 17 of Maps, Records of San Bernardino County,
California, described as follows:

BEGINNING at a point on the Westerly line of said Block, 108 feet Northerly
from the Southwesterly corner of said Block;
THENCE Northerly on said Westerly line, 53.8 feet;
THENCE Easterly, parallel with the Southerly line of said Block, 152 feet;
THENCE Southerly, parallel with the Westerly line of said Block, 53.8 feet;
THENCE Westerly, parallel with the Southerly line of said Block, 152 feet
to the point of beginning.

* * * * *

115780

PARKING LOT NO. 17

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Block 8, Range 5 of the TOWN OF RIVERSIDE, as shown by Map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Southerly line of Eighth Street, 82 feet Westerly from the Northeasterly corner of said Block 8;
THENCE Southerly at right angles, 70 feet;
THENCE Easterly, parallel with the Southerly line of Eighth Street, 82 feet to a point on the Westerly line of Lemon Street, distant Southerly thereon 70 feet from the Northeasterly corner of said Block 8;
THENCE Southerly, on the Westerly line of Lemon Street, 62 feet;
THENCE Westerly, parallel with the Southerly line of Eighth Street, 100 feet;
THENCE Northerly at right angles, 132 feet, to a point on the Southerly line of Eighth Street, distant Westerly thereon 18 feet from the point of beginning;
THENCE Easterly, on the Southerly line of Eighth Street, 18 feet, to the point beginning.

* * * * *

PARKING LOT NO. 18

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

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, by metes and bounds:

BEGINNING at a point on the Easterly line of Market Street, 112 1/2 feet Northerly from the Southwesterly corner of said Block;
 THENCE at right angles Easterly, parallel with the Northerly line of Tenth Street and along the center line of a 15 foot private alley, a distance of 150 feet to the Westerly line of a 20 foot alley;
 THENCE at a right angle Northerly on the Westerly line of said 20 foot alley, 117 1/2 feet;
 THENCE at a right angle Westerly and parallel with the Northerly line of Tenth Street, 150 feet to the Easterly line of Market Street;
 THENCE at a right angle Southerly and on the said Easterly line of Market Street, 117 1/2 feet to the Point of beginning;

EXCEPTING therefrom that portion described as follows:

BEGINNING on the Easterly line of Market Street, at a point 229 feet 9 inches Northerly from the Southwesterly corner of said Block;
 THENCE Easterly, parallel with the Southerly line of Ninth Street, 50 feet;
 THENCE Northerly, parallel with the Easterly line of Market Street, 3 inches;
 THENCE Westerly, parallel with the Southerly line of Ninth Street, 50 feet to the Easterly line of Market Street;
 THENCE Southerly on said Easterly line of Market Street, 3 inches to the Point of Beginning;

ALSO EXCEPTING therefrom the Southwesterly 7 1/2 feet thereof.

115780

PARKING LOT NO. 19

DESCRIPTION:

In the County of Riverside, State of California, described as follows:

All of Lots 20 and 21 of C. J. Gill's Resubdivision of Block 10, Range 7, of the TOWN OF RIVERSIDE, as shown by map on file in Book 5 page 71 of Maps, Records of San Bernardino County, California;

EXCEPTING therefrom the Northeasterly 5.00 feet of said Lot 20, as measured at right angles from the Northeasterly line of said Lot 20.

* * * * *

PARKING LOT NO. 27

DESCRIPTION:

In the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1:

That portion of Block 7, Range 4 of the TOWN OF RIVERSIDE, as shown by Map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING on the Northerly line of said Block 7, at a point 215 feet, Westerly of the Northeast corner of said Block 7, Range 4; running thence Westerly along the Northerly line of Block 7, Range 4 a distance of 45 feet; THENCE at right angles Southerly and parallel to the Easterly line of said Block 7, Range 4, a distance of 125 feet to an alley; THENCE Easterly along the Northerly line of said alley, 45 feet; THENCE Northerly, 125 feet to the Point of Beginning

PARCEL 2:

That portion of Block 7, Range 4, TOWN OF RIVERSIDE, as shown by Map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at the Northwesterly corner of said Block; THENCE Easterly along the Northerly line thereof, 70 feet; THENCE at right angles Southerly, 125 feet; THENCE at right angles Westerly, 70 feet; THENCE at right angles Northerly along the Westerly line of said Block, 125 feet to the Point of Beginning.

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EXHIBIT "B"

RESOLUTION NO. ...3...

RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF RIVERSIDE, CALIFORNIA, AUTHORIZING THE ISSUANCE OF \$3,450,000 1974 LEASE REVENUE BONDS OF SAID AUTHORITY AND PROVIDING THE TERMS AND CONDITIONS FOR THE ISSUANCE OF SAID BONDS.

WHEREAS, in accordance with the provisions of the Parking Law of 1949 (Part 2 of Division 18, §32500 et seq. of the Streets and Highways Code of the State of California) the City Council of the City of Riverside, being the legislative body of said City, by Resolution No. 11920, adopted August 1, 1972, declared that there is a need for the Parking Authority of the City of Riverside to function in said City; and

WHEREAS, the Authority desires to issue revenue bonds for the purpose of the acquisition, construction and financing of public parking facilities which will be leased to the City; and

WHEREAS, pursuant to said Resolution, said City Council declared itself to be the Parking Authority pursuant to Section 32661.1 of said Streets and Highways Code;

NOW, THEREFORE, BE IT RESOLVED by the Parking Authority of the City of Riverside as follows:

- Section 1. Definitions.

As used in this resolution the following terms shall have the following meanings:

(a) "Additional Bonds" means such other issue of Bonds, revenue notes or any other evidences of indebtedness payable out of the revenues, ranking on a parity with these Bonds and authorized to be issued pursuant to Section 16 hereof.

(b) "Authority" or "Parking Authority" means the Parking Authority of the City of Riverside, a public body corporate and politic organized and existing under its Charter and the laws of the State of California.

(c) "Bonds" means the \$3,450,000 1974 Lease Revenue Bonds to be issued by the Authority hereunder.

(d) "City" means the City of Riverside, California.

(e) "Construction Contract" means the construction contract or contracts providing for the construction of the Facilities, a copy of which is or will be on file in the office of the City Clerk.

(f) "Cost of the Project" shall mean the cost of the acquisition, construction, development and financing of the Project to and including the date of completion, and shall include, without limitation, the cost of acquisition of any land or interest therein required therefor; the cost of any taxes or assessments paid or to be paid in connection with the transfer of any property; the cost of any indemnity and surety bonds; premiums on title insurance; the administrative expenses of the Authority, including, without limitation, compensation of consultants engaged in supervision, inspection or testing of materials; legal fees; fees and expenses of the Trustee during construction; fees and expenses of the Trustee in connection with the preparation, issuance and delivery of the Bonds; the cost of issuance of the Bonds by the Authority; commissions, financing charges and fees and expenses of attorneys, accountants, financial advisors and consultants; the cost of audits, the cost of engineering, architectural services, plans, specifications and surveys; the reimbursement of all moneys, if any, advanced by the City or any other public agency, instrumentality, commission or officer, from public funds for the payment of any item or items which constitute a part of the

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Cost of the Project; and such other costs and expenses, whether or not specified herein, as may be necessary or incidental to the acquisition, construction, development and financing of the Project and the placing of the same in operation.

(g) "Facilities" means a multi-level parking structure with facilities appurtenant thereto or necessary or convenient therefor and includes the entire Project except the Site.

(h) "Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest; obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, the Tennessee Valley Authority, or obligations, participations, or other instruments of or issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association; all as and to the extent that such securities are eligible for the legal investment of Authority funds.

(i) "Fiscal Year" means the fiscal year as established from time to time by the City, being of the date of this resolution, the period from July 1 to and including the following June 30.

(j) "Lease" means the Riverside Parking Facilities Lease, dated as of August 15, 1974.

(k) "Maximum Annual Debt Service" means the maximum amount payable as interest on and as principal of the aggregate amount of outstanding Bonds and Additional Bonds on any payment dates in any twelve month period beginning the day following the anniversary date of the Bonds and ending on the anniversary date of the Bonds.

(l) "Parking Law" means the Parking Law of 1949, as cited in the recitals hereof.

(m) "Pledged Revenues" means the base rental payable by the City to the Authority under the Lease, all moneys credited upon rentals as provided in the Lease or this resolution, all gross revenues, if any, received by the Authority from the reletting or operation of the Project, and any other moneys which under this resolution are required to be placed in the Interest Fund or the Redemption Fund.

(n) "Project" means the Site and Facilities to be constructed on a portion thereof.

(o) "Site" means the land described in Exhibit A attached to the Lease, on a portion of which the Facilities are to be located.

(p) "Treasurer" means the Treasurer of the Authority.

(q) "Trustee" means the Bank of America National Trust and Savings Association and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

Section 2. Amount, Issuance and Purpose of Bonds.

Under and pursuant to the Parking Law the Authority may borrow money to provide funds for the Project and shall initially issue in its name Lease Revenue Bonds in the amount of \$3,450,000 to evidence the indebtedness created by such borrowing.

Section 3. Nature of Bonds.

The Bonds shall constitute special obligations and evidence a special indebtedness of the Authority which shall be and are a charge upon, and shall be and are payable, both as to principal and interest, and as to any premiums upon the redemption of any thereof, solely from the Pledged Revenues and certain other limited funds as herein provided, and shall not constitute obligations, nor evidence any indebtedness, of the City of Riverside or the State of California.

Nothing in this resolution shall preclude:

(a) The payment of or principal of or interest on, or premiums on the redemption of, any such Bonds out of the proceeds of the sale of refunding bonds issued for that purpose.

(b) The application to the payment of any principal of, interest on, or premiums on the redemption of, any such Bonds of any funds which the Authority may lawfully so apply.

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Section 4. Description of Bonds.

The Bonds shall be in the principal sum of \$3,450,000, shall be 690 in number, numbered 1 to 690, inclusive, and shall be of the denomination of \$5,000 each. The Bonds shall be designated 1974 LEASE REVENUE BONDS, shall be dated August 15, 1974, and shall mature and be payable in consecutive numerical order on August 15 in each year of maturity in the amounts for each of the several years as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
1976.....	\$ 40,000	1990.....	\$110,000
1977.....	40,000	1991.....	115,000
1978.....	50,000	1992.....	130,000
1979.....	50,000	1993.....	135,000
1980.....	55,000	1994.....	145,000
1981.....	60,000	1995.....	155,000
1982.....	65,000	1996.....	170,000
1983.....	65,000	1997.....	180,000
1984.....	70,000	1998.....	195,000
1985.....	75,000	1999.....	205,000
1986.....	80,000	2000.....	220,000
1987.....	85,000	2001.....	235,000
1988.....	95,000	2002.....	255,000
1989.....	100,000	2003.....	270,000

Section 5. Interest and Places of Payment.

The Bonds shall bear interest at a rate or rates to be hereafter fixed by resolution, but not to exceed seven percent (7%) per annum, payable semiannually on the fifteenth days of February and August of each year beginning February 15, 1975. Each Bond shall bear interest until the principal sum thereof has been paid, provided, however, that if at the maturity date of any Bond, or if the same is redeemable and has been duly called for redemption, funds are available for the payment or redemption thereof in full accordance with the terms of this resolution, said Bond shall then cease to bear interest. The Bonds and the interest thereon shall be payable in lawful money of the United States of America at the main office of the Trustee in the City of Los Angeles, California, or at the option of the holder, at any paying agent of the Authority in the City of Chicago, Illinois or The City of New York, New York.

Section 6. Execution of Bonds. The Chairman and the Treasurer of the Authority are hereby authorized and directed to sign all of the Bonds by their printed, lithographed or engraved facsimile signatures, and the Secretary of the Authority is hereby authorized and directed to countersign the Bonds and to cause the corporate seal of the Authority to be impressed, imprinted or reproduced thereon, and the Treasurer is hereby authorized and directed to sign the interest coupons of the Bonds by his printed, lithographed or engraved facsimile signature.

Section 7. Registration; Temporary Bonds. The Bonds may be registered either as to principal only or as to both principal and interest, and the form of registration of any registered Bond may be changed or any registered Bond may be discharged from registration, all in the manner and with the effect set forth in the provisions for registration contained in the form of Bond set forth in Section 28 hereof.

The Trustee will keep or cause to be kept at his office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Authority, and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said register, Bonds as hereinbefore provided.

Any Bond issued under this resolution may be issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall

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be of such denomination as may be determined by the Authority, shall be without coupons and may contain such reference to any of the provisions of this resolution as may be appropriate. Every temporary Bond shall be executed by the Authority upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds, it shall execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange therefor at the office of the Trustee, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations of the same interest rate and maturity. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this resolution as definitive Bonds of the same series delivered hereunder.

Section 8. Redemption of Bonds.

In the event of loss of, substantial damage to or condemnation of the whole or any substantial part of the Project, so as to render the same unusable, all or any part of the Bonds at that time outstanding, may at the option of the Authority, be called and redeemed prior to maturity on any succeeding date, at a redemption price equal to the principal amount thereof with accrued interest to the date of redemption but only in the manner and only from the funds as hereinafter provided in the case of redemption. If less than all Bonds are called pursuant to this paragraph, the Trustee shall determine a principal amount in each maturity to be called so that approximately equal annual debt service will prevail. Bonds to be then called in each maturity will be selected by lot.

Except as set forth in the preceding paragraph, the Bonds maturing on or prior to August 15, 1987, shall not be subject to call and redemption prior to maturity. Bonds maturing on or after August 15, 1988, may be called before maturity and redeemed, in whole or in part in inverse order of maturity and by lot within a maturity, at the option of the Authority, with funds derived from any source, on August 15, 1987, or on any interest payment date thereafter at a redemption price equal to the principal amount thereof plus a premium equal to one-quarter of one percent ($\frac{1}{4}\%$) for each year or fraction of a year from the redemption date of the Bonds to the maturity date of the Bonds, provided that such premium shall not exceed four percent (4%), together with accrued interest to the date of redemption.

Section 9. Notice of Redemption.

Notice of the intended redemption shall be published by one insertion in a newspaper of general circulation in The City of New York, New York, said publication to be at least 30 days but no more than 90 days prior to the redemption date. The notice of redemption shall (a) state the redemption date; (b) state the redemption price; (c) state the numbers and date of maturity of the Bonds to be redeemed, provided, however, that if the call includes all of the outstanding Bonds subject to call the number of the Bonds need not be stated; (d) require that such Bonds be surrendered with all interest coupons maturing subsequent to the redemption date (except that no coupons need be surrendered on Bonds registered as to both principal and interest) at the office of the Trustee or at any paying agent of the Authority at which the Bonds are payable; and (e) give notice that further interest on such Bonds will not accrue after the designated redemption date.

If any of the Bonds designated for redemption shall be registered so as to be payable otherwise than to bearer, the Trustee shall, on or before the date of publication of said notice of redemption, mail a similar notice, postage prepaid, to the respective registered owners thereof at the addresses appearing on the bond registry books.

The actual receipt by the holder of any Bond (hereinafter referred to as "bondholder") of notice of such redemption shall not be a condition precedent to redemption, and failure to receive such notice shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption. The notice or notices required by this Section shall be given by the Trustee. A certificate by the Trustee that notice of call and redemption has been given to holders of Bonds registered as to both principal and interest as herein provided shall be conclusive as against all

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parties, and no bondholder whose Bond registered as to both principal and interest is called for redemption may object thereto or object to the cessation of interest on the redemption date fixed by any claim or showing that he failed to receive such notice of call and redemption.

Section 10. Redemption Fund.

Prior to the redemption date there shall be established by the Trustee a fund to be known as the "Redemption Fund" and prior to the redemption date there must be set aside in the Redemption Fund moneys available for the purpose and sufficient to redeem, at the premiums payable as in this Resolution provided, the Bonds designated in the Notice of Redemption. Said moneys must be set aside in said fund solely for that purpose and shall be applied on or after the redemption date to payment (principal and premium) for the Bonds to be redeemed upon presentation and surrender of such Bonds and (except as Bonds registered as to both principal and interest) all interest coupons maturing after the redemption date, and shall be used only for that purpose. Any interest coupon due on or prior to the redemption date shall be paid from the Interest Fund as provided herein upon presentation and surrender thereof. Each Bond presented must have attached thereto or presented therewith all interest coupons maturing after the redemption date. If after all of the Bonds called have been redeemed and cancelled or paid and cancelled there are moneys remaining in said Redemption Fund, said moneys shall be transferred to the Revenue Fund; provided, that if said moneys are part of the proceeds of refunding bonds said moneys shall be transferred to the fund created for the payment of principal of and interest on such refunding bonds.

Section 11. Effect of the Notice of Redemption.

When notice of redemption has been given, substantially as provided herein, and when the amount necessary for the redemption of the Bonds called for redemption (principal and premium) is set aside for that purpose in the Redemption Fund, as provided herein, the Bonds designated for redemption shall become due and payable on the date fixed for redemption, and, upon presentation and surrender of said Bonds and (except as to Bonds registered as to both principal and interest) all interest coupons maturing after the redemption date, at the place specified in the notice of redemption, such Bonds shall be redeemed and paid at said redemption price out of the Redemption Fund, and no interest will accrue on such Bonds called for redemption or on any interest coupons thereof after the redemption date specified in such notice, and the holders of said Bonds so called for redemption after such redemption date shall look for the payment of such Bonds and the premium thereon only to said Redemption Fund. All Bonds redeemed and all interest coupons thereof shall be cancelled forthwith by the Trustee and shall not be reissued.

All interest coupons pertaining to any redeemed Bonds, which coupons have matured on or prior to the time fixed for redemption, shall continue to be payable to the respective holders thereof but without interest thereon. All unpaid interest payable at or prior to the date fixed for redemption upon Bonds registered as to both principal and interest shall continue to be payable to the respective registered owners of such Bonds, or their order, but without interest thereon.

Section 12. Funds.

There are hereby created pursuant to the Parking Law the following funds to be held by the Trustee and applied as designated herein:

1. The "Acquisition and Construction Fund";
2. The "Revenue Fund";
3. The "Interest Fund";
4. The "Retirement Fund";
5. The "Working Capital Fund";
6. The "Reserve Fund".

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Said funds are to be established and maintained to insure payment, when due or payable, whether at maturity or upon redemption prior to maturity, of the principal of and interest on the Bonds, including premiums, if any, due upon the redemption of any thereof and to insure the application of the proceeds of such Bonds to the purposes for which the same were issued. Any money placed in any such fund shall constitute a trust fund and until the Bonds and all interest thereon are paid or until provision has been made for the payment of the Bonds at maturity or for redemption thereof prior to maturity with interest to maturity or to the call date, by setting aside in some trust fund an amount sufficient for said purposes, the moneys in said fund shall be applied only to the purposes for which it was created provided however that investment income from the Interest Fund prior to completion of the acquisition of the Site will be deposited in the Acquisition and Construction Fund.

Section 13. Disposition of Bond Proceeds — Interest Fund — Reserve Fund — Working Capital Fund — Acquisition and Construction Fund.

Concurrently with the delivery of and payment for the Bonds, there shall be transferred to the Trustee from the proceeds of sale thereof, for deposit in the respective funds the following amounts (a) in the Interest Fund, an amount which, together with the premium and accrued interest, if any, shall be sufficient to pay the interest coming due on the Bonds to and including November 15, 1975, (b) in the Reserve Fund, an amount equal to one-half the Maximum Annual Debt Service, (c) in the Working Capital Fund the sum of \$2,500.

After the foregoing transfers have been made, there shall be transferred to the Trustee for deposit in the Acquisition and Construction Fund, the balance of the Bond proceeds. The moneys so set aside in the Acquisition and Construction Fund shall remain therein until from time to time expended for payment of the cost of the Project. When the Project has been completed in accordance with the Lease, any remaining balance in the Acquisition and Construction Fund shall be applied, at the direction of the Authority, in whole or in part, as follows:

(i) Transferred to the Interest Fund or the Retirement Fund, in which event the Authority shall credit the amount so transferred against the next or succeeding installments of base rental in accordance with the Lease; or

(ii) Retained in the Acquisition and Construction Fund and used for future improvements to the Project.

Section 14. Revenue Fund.

From the date this resolution takes effect all Pledged Revenues shall be placed in the Revenue Fund, and, except as expressly provided in this resolution, shall be used only for the purpose of paying the principal of and interest on the Bonds as the same fall due. So long as the Bonds are outstanding the Trustee shall on or before July 15 of each year, commencing July 15, 1975, deposit from the Revenue Fund the following amounts in the following funds:

(a) To the Interest Fund, an amount which together with the balance therein will be sufficient to pay the 12 months' interest on the outstanding Bonds coming due on the next February 15 and the next succeeding August 15;

(b) To the Retirement Fund, amount which together with the balance therein will be equal to the principal amount of the Bonds maturing on the next succeeding August 15;

(c) To the Reserve Fund (the initial payment into which is provided for in Section 13) such amounts as may be necessary to maintain on deposit in the Reserve Fund an amount equal to one-half the Maximum Annual Debt Service. The moneys in the Reserve Fund shall be applied solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to this Resolution), or for the purpose of paying the principal of the Bonds at their maturities, to the extent that there are insufficient moneys available for such purposes in the Interest Fund, the Retirement Fund or the Revenue Fund.

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(d) To the Working Capital Fund, to the extent available, sums necessary to maintain an amount of \$2,500 in said fund, provided that the transfers to the Interest Fund, the Retirement Fund and the Reserve Fund have been made in accordance with subsections (a), (b) and (c) of this Section 14, and the amount required to pay principal and interest on the Bonds in any succeeding year based upon the amount of Base Rental payments provided therefor have been retained.

Any moneys in the Revenue Fund on June 30, 1976 or on each June 30 thereafter which are in excess of the amounts required to pay principal and interest on the Bonds in any succeeding year based upon the amount of base rental provided therefor shall be declared surplus and may be at the direction of the Authority, in whole or in part

(a) Applied by the Trustee to the purchase of outstanding Bonds, provided that the purchase price shall not exceed the then current redemption price or, if the Bonds are not then subject to redemption, the maximum redemption price; or

(b) Transferred to the Redemption Fund and applied to the call and redemption of Bonds; or

(c) Transferred to the Acquisition and Construction Fund and used for changes, alterations or additions to the Project; or

(d) Paid to the City as reimbursement for any rental previously paid or used as credit against the next or succeeding installments of Base Rental coming due.

Section 15. Working Capital Fund.

Moneys deposited to the Working Capital Fund shall, to the extent available, be used for payment of:

(1) All taxes and assessments, if any, of any type or character levied at any time during the term of the Lease upon the Authority's interest in the Project or upon the Authority's operation of the Project or upon the income or other revenue derived by the Authority therefrom;

(2) All expenses (not otherwise paid or provided for out of the proceeds of the sale of Bonds of the Authority) incidental to the issuance of the Bonds and all administrative costs of the Authority, and all other necessary administrative charges of the Authority or charges required to be paid by it in order to comply with the terms of the Bonds or of this Resolution and to defend the Authority and its members.

(3) Insurance premiums on all insurance required or permitted on the Project;

(4) All costs and expenses which Authority may incur, including but not limited to Trustee's fees, costs and expenses as a result of any default by the City under the Lease, including reasonable attorneys' fees and the costs and expenses of any suit or action at law to enforce the terms and conditions of the Lease; and

(5) If at any time the Authority shall operate the Project by reason of default of the City, all amounts which shall be required to provide for the payment of all costs of maintenance and operation of the Project.

The Authority shall, pursuant to Section 4 of the Lease, bill the City for any balance of the amounts due to pay any of the foregoing items of Additional Rent when the same become due and, upon receipt of same, deposit such amounts with the Trustee to be placed in the Working Capital Fund.

Section 16. Issuance of Additional Bonds.

In addition to the Bonds authorized to be issued under this resolution, the Authority may by resolution or resolutions provide for the issuance and sale of Additional Bonds, payable from the Pledged Revenues on a parity with the Bonds, in such principal amount as shall be determined by the Authority, but subject to the following specific conditions which are hereby made conditions precedent to the issuance and sale of such Additional Bonds:

(a) Such Additional Bonds shall have been authorized to finance an addition, extension or improvement to the Project (including the construction and/or acquisition of the Facilities), and the issuance and sale thereof shall have been determined and declared by the Authority to be necessary for that purpose.

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(b) The Authority is not then in default under the terms of this resolution.

(c) The proceeds of the sale of such Additional Bonds, when added to any other moneys of the Authority then available and appropriated for the purpose, will be clearly sufficient (1) to pay the costs of constructing the addition, extension or improvement to the Project for which the Bonds are authorized, as such costs are then estimated in a certificate or opinion of a qualified independent architect or engineer employed by the City or the Authority, (2) to pay costs and expenses incident to the issuance and sale of such Additional Bonds, and (3) to provide sufficient funds for the payment of interest during the period of construction and any necessary reserve funds. The resolution authorizing the issuance of Additional Bonds shall provide that the proceeds of the sale shall be used only for the foregoing purposes until such purposes are satisfied.

(d) The Authority and the City shall have entered into a revised Lease fixing the annual rental to be paid by the City for any addition, extension or improvement following the acquisition and construction of any such addition, extension or improvement to the Project for which the Additional Bonds are issued, and such rental, together with other rental payable under the terms of the Lease, are in such amounts, and are payable for such terms, as will provide to the Authority sufficient funds to pay, as the same become due, the principal of and interest on all Bonds which will be outstanding following the issuance of such Additional Bonds.

(e) The Additional Bonds shall be payable as to principal on August 15 of each year in which principal falls due, and payable as to interest semiannually on February 15 and August 15 of each year and except in the event of damage, destruction or condemnation shall not be callable prior to August 15, 1987.

(f) The transfer to the Reserve Fund from the proceeds of such Additional Bonds of an amount which, when added to the balance in said Reserve Fund, shall equal one-half the Maximum Annual Debt Service on all Bonds outstanding.

(g) Before such Additional Bonds shall be issued and delivered, the Authority shall file with the Treasurer a certificate of the Chairman and the Secretary of the Authority certifying that the requirements above set forth in this Section have been either met or provided for, together with a copy of the revised Lease required by subsection (d) above.

Section 17. Warranty and Covenants.

The Authority shall preserve and protect the security of the Bonds and the rights of the bondholders and warrant and defend their rights against all claims and demands of all persons. So long as any of the Bonds are outstanding and unpaid or so long as provision for the full payment and discharge thereof at maturity or upon redemption thereof prior to maturity through the setting apart in the Interest Fund and/or Redemption Fund or in a special fund to insure the payment or redemption thereof (as the case may be) of moneys sufficient for that purpose has not been made, the Authority makes the following covenants and agreements under the provisions of the Parking Law which it deems necessary, convenient, desirable and advisable for the better security of the Bonds and to make them more marketable; and it shall be the duty of each and every officer, representative and employee of the Authority to do and perform each and every act necessary or appropriate for such keeping and performance by the Authority of every such covenant, agreement and obligation.

Covenant 1. Punctual Payment.

The Authority shall pay punctually the principal and interest on every Bond issued hereunder, together with the premium thereon, if any be payable, on the date or dates, at the place or places, and in the manner mentioned in the Bonds and coupons and in accordance with their terms, and the payments into the Interest Fund and Retirement Fund will be made, all in strict conformity with the terms of the Bonds and of this resolution, and that it will faithfully observe and perform all of the conditions, covenants, agreements and requirements and obligations of this resolution and any resolutions supplemental thereto and of the Bonds issued hereunder, and that the time of such payment and performance is of the essence of the Authority's contract with the bondholders.

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Covenant 2. Discharge Claims.

The Authority shall pay and discharge from funds available for that purpose, or require the City to pay and discharge under the terms of the Lease, all lawful claims for labor, materials and supplies or other charges, which, if unpaid may become a lien or charge upon any of the Pledged Revenues, or upon any of its facilities or properties the revenues from which are pledged to said Bonds, and which may impair the security of the Bonds.

Covenant 3. Commence Acquisition and Construction.

The Authority shall apply the proceeds of the Bonds to the accomplishment of the purposes for which the Bonds are issued and shall commence acquisition and construction of the Project and continue the same to completion in accordance with the Lease with all practical dispatch and in an economical manner.

Covenant 4. Enforce and Abide by the Lease.

The Authority shall comply with and perform all its obligations under the Lease, and shall promptly take all steps necessary to enforce the Lease and to require the City to perform all its obligations thereunder including the proper budgeting of all Base Rental and Additional Rental. The Authority shall advise the Trustee in writing, prior to the beginning of each fiscal year and not later than the date fixed for public hearing on the proposed City budget, that said budget includes amounts sufficient to pay all such Base Rental and Additional Rental which will become due in the then-ensuing fiscal year. In the event of any default by the City under the Lease, the Authority shall promptly pursue and enforce all appropriate remedies under the Lease, including but not limited to the reletting or operation of the Project and the collection from the City of all deficiencies as provided in the Lease, all to the end that the Pledged Revenues deposited in the Revenue Fund will be at least equal to the full rentals payable under the Lease and will be sufficient to pay the principal of and interest on or the minimum amounts necessary to call and redeem or pay, as the case may be, the Bonds as the same fall due. The Authority shall not take any action which will have the effect of terminating the Lease and shall not agree to any amendment of the Lease, which would impair or reduce the security of the holders of the Bonds.

Covenant 5. Covenant against Encumbrances, etc.; Use of Condemnation or Sale Proceeds.

Except for the Lease and except to the extent permitted herein the Authority shall not mortgage or otherwise encumber, sell, lease or dispose of any of its facilities or properties the revenues of which are charged with the payment of the Bonds, or any revenues therefrom, or enter into any lease or agreement which might impair or impede the operation of such facilities or properties, or any part thereof, or might otherwise impair or impede the rights of the bondholders with respect to such revenues. In the event of any default by the City under the Lease, this covenant shall not be construed to prevent the Authority, acting in accordance with the Parking Law and the Lease, from:

- (1) contracting for the operation or management of any of its facilities or properties;
- (2) leasing of the operation of any of its facilities or properties;
- (3) leasing for commercial purposes surplus space or space which is not economical to use for parking purposes;
- (4) granting easements, licenses or other property interests so long as such easements, licenses or other property interests do not interfere with the use or operation of its facilities or properties.

If the Authority and the City each determine that any portion of the Project is no longer needed or useful for the purpose of public parking and that other facilities can be acquired or constructed which will be better suited to such purpose, the Authority may sell or otherwise dispose of such portion of the Project if the proceeds from such sale or other disposition (together with any other available funds of the Authority) are sufficient to acquire or construct such other facilities and if the City agrees to an amendment of the Lease by which the new facilities are substituted for the portion of the Project

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so sold or otherwise disposed of for the same remaining term and at a rental not less than the rental provided in the Lease for the portion so sold or otherwise disposed of. Any balance of proceeds not needed for such acquisition or improvement shall be placed in the Revenue Fund and may be credited against rentals due under the Lease.

If any portion of the Project shall be taken by eminent domain or other proceedings authorized by law, the net proceeds realized therefrom may be used to acquire or construct substitute facilities under the same conditions and restrictions as are provided in the preceding paragraph in the case of a sale or other disposition of a portion of the Project. In the event the proceeds cannot or are not so used, such proceeds shall be placed in the Redemption Fund and used to redeem Bonds in accordance with the terms thereof.

Covenant 6. Insurance.

The Authority shall at all times maintain or cause to be maintained with responsible insurers all such insurance on the properties (valued as defined below) which is customarily maintained with respect to properties of like character against accident to, loss of or damage to such properties. Notwithstanding the generality of the foregoing, the Authority shall not be required to maintain or cause to be maintained any insurance which is not available from reputable insurers on the open market or more insurance than is specifically referred to below.

The Authority shall during any period of acquisition and construction and thereafter during the term of the Bonds:

(a) Keep or cause to be kept (or if the City elects, the City shall keep) a policy or policies of insurance against loss or damage to the property covered by this resolution resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such perils ordinarily defined as "extended coverage" and other perils as the Authority and the City may agree should be insured against on forms and in amounts satisfactory to each. Such insurance shall be maintained in an amount not less than the full insurable value of the properties (such value to include amounts spent for construction of the Facilities, parking lots, and architectural, engineering, legal and administrative fees, inspection and supervision) or the amount of the Authority's outstanding Bonds, whichever amount is less, subject to deductible conditions of not to exceed 10% of the full insurable value for any one loss. The term "full insurable value" as used in this Section shall mean the actual replacement cost, using the items of value set forth above (including the cost of restoring the surface grounds owned or leased by the Authority but excluding the cost of restoring trees, plants and shrubs), less physical depreciation. Said "full insurable value" shall be determined from time to time but not less frequently than once in every 36 months; and

(b) Keep or cause to be kept any parking structure constructed or acquired as part of the Project insured by earthquake insurance (if such insurance is obtainable on the open market from reputable insurance companies) against loss or damage by earthquake in an amount not less than the full insurable value of such properties (as defined above) or the amount of the outstanding Bonds, whichever amount is less, with deductible conditions of not to exceed 20% of the full insurable value for any one loss; and

(c) Maintain or cause to be maintained use and occupancy or business interruption or rental income insurance against the perils of fire, lightning, vandalism and malicious mischief and such other perils ordinarily defined as "extended coverage" and earthquake in an amount equal to not less than 12 months' rental under the Lease; and

(d) Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the property, such insurance to afford protection to a limit of not less than \$250,000 with respect to bodily injury or death to any one person, not less than \$1,000,000 with respect to bodily injury or death to any number of persons in any one accident, and property damage liability insurance in an amount not less than \$50,000; and

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(e) Maintain or cause to be maintained workmen's compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the Workmen's Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof, such workmen's compensation insurance to cover all persons employed in connection with the Project and to cover full liability for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death during or in connection with the Project or the business of the Authority.

All insurance herein provided for shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be cancelled or materially changed without at least 10 days prior written notice to the Authority and the Trustee. Copies of such policies shall be deposited with the Authority and the Trustee, together with appropriate evidence of payment of the premiums therefor; and, at least 10 days prior to expiration dates of expiring policies or contracts held by the Authority and the Trustee, copies of renewal or new policies or contracts or certificates shall be deposited with the Authority and the Trustee.

All proceeds of insurance with respect to loss or damage to the property shall be paid to the Trustee. Upon payment thereof to the Trustee (1) if the Project is to be repaired or rebuilt, the Trustee shall deposit the same in the Acquisition and Construction Fund for application as provided with respect to moneys in such fund, or (2) if the Project is not to be repaired or rebuilt, the Trustee shall deposit such proceeds in the Redemption Fund for application as provided for moneys in such fund.

Covenant 7. Records and Accounts.

The Authority shall:

(a) keep proper and complete books or records and accounts covering all of its facilities and properties, any revenues of which are pledged to the payment of the Bonds issued hereunder, and covering all revenues and funds controlled by this resolution, separate from all other records and accounts in which complete, correct and current entries shall be made of all transactions relating to such facilities, properties, revenues and funds and of all receipts, payments, transfers and other transactions relating thereto. Said records and accounts shall at all times be subject to the inspection of the holders of not less than 10% of the outstanding Bonds or their representatives authorized in writing;

(b) cause such records and accounts to be audited within 120 days after the close of each fiscal year by an independent certified public accountant or firm of certified public accountants. A copy of the report of such accountant or firm shall be filed with the Trustee and be available for inspection by any bondholder at the office of the Trustee, and the Authority shall furnish a copy of said report, or a summary thereof, upon request to any bondholder and to any person, firm or corporation who originally purchased the Bonds from the Authority;

(c) at such time or times as the City Council may prescribe, file therewith a detailed report of all its transactions, including a statement of all revenues and expenditures;

(d) at least once annually in the manner set forth in Section 32664 of the Streets and Highways Code, publish a statement of all its financial affairs, audited by such accountant or accounting firm.

Covenant 8. Additional Indebtedness.

(a) No additional indebtedness shall be issued pursuant to said Parking Law or any other law of the State of California having any priority in payment of principal or interest out of the Pledged Revenues over the Bonds or over any bonds to which this covenant may be made applicable.

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(b) Except for Bonds issued for the purpose of refunding the Bonds or any other bonds to which this covenant may be made applicable, no additional indebtedness shall be issued except pursuant to Section 16 hereof and subject to the limitations thereof.

Nothing in this covenant or in this resolution shall be construed to prohibit the Authority from issuing any bonds or incurring any other indebtedness, upon such terms as the Authority may determine, which are payable from any revenues or funds of the Authority other than the Pledged Revenues.

Covenant 9. Maintain and Preserve the Project.

The Authority shall operate, maintain and preserve the Project in good repair and working order and operate the Project in an efficient and economical manner or shall cause the City as tenant under the Lease or the Authority's agents or lessees in the case of default to so do; provided, that in the case of default, the Authority or its agents or lessees may lease or rent concessions, or lease or rent the Project or any part thereof, or otherwise provide for the operating of the Project or any part thereof.

Covenant 10. Maintenance of Revenues.

The Authority shall, if it should operate the Project by reason of default by the City, fix, prescribe and collect rates, tolls, fees, rentals or other charges in connection with the services and facilities furnished from the Project sufficient to pay the principal of and interest on or the minimum amounts necessary to call and redeem or pay, as the case may be, the Bonds as they become due, together with all expenses of operation, maintenance and repair of the Project provided, however, that all rates, tolls, fees, rentals or other charges in connection with the services and facilities furnished by the Project shall be subject to such provisions, if any, relative thereto as may be contained in the Lease.

Covenant 11. Arbitrage.

Neither the Trustee or the Authority will make any use of the proceeds of the Bonds which, if such use had been reasonably expected on the date of issue, would have caused the Bonds to be arbitrage bonds. The Trustee and the Authority will comply with the requirements of Section 103(d) of the Internal Revenue Code of 1954 and the regulations adopted by the Department of the Treasury pursuant thereto.

Section 18. Investment of Funds.

Moneys in any of the funds created by this resolution may be invested in time deposits (including certificates of deposit) of banks (including the Trustee) or Federal Securities, but any moneys invested in time deposits (including certificates of deposit) of banks shall be secured at the times, in the manner and to the extent provided by law. Moneys so invested shall, as nearly as practicable, be invested in such a manner as to mature at or prior to the time it is estimated that such moneys will be needed for expenditure.

Except as otherwise provided herein, obligations purchased as an investment of moneys in any fund hereby created which are herein authorized to be invested shall be deemed at all times to be a part of such fund and the interest accruing thereunder and any profit realized from the investment shall be credited to such fund and any loss resulting from such investment shall be charged to such fund but net earnings resulting from such investments may and shall be transferred in cases where such transfer is expressly permitted or required by this resolution. The Authority shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund. For the purpose of determining at any given time the balance in any such fund or for the purpose of transferring investments from one fund to another fund any such investment constituting a part of a fund shall be valued at the then estimated or appraised market value of such investment.

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Section 19. Lost, Destroyed or Mutilated Bonds.

In the event that any Bond or any interest coupon pertaining thereto is lost, stolen, destroyed or mutilated, the Authority will cause to be issued a new Bond or coupon similar to the original to replace the same in such manner and upon such reasonable terms and conditions, including the payment of costs and the posting of a surety bond if the Authority deems such surety bond necessary, as may from time to time be determined and prescribed by resolution. The Authority may authorize such new Bond or coupon or coupons to be signed and authenticated in such manner as it determines in said resolution.

Section 20. Cancellation of Bonds.

All Bonds and coupons surrendered to any paying agent of the Authority for payment upon maturity or for redemption prior to maturity shall upon payment therefor be cancelled immediately and forthwith transmitted to the Trustee. All of the Bonds and interest coupons surrendered to the Trustee for payment or redemption shall upon payment therefor be cancelled immediately. All of the cancelled Bonds and interest coupons shall remain in the custody of the Trustee until destroyed pursuant to due authorization.

Section 21. Amendments with Consent of Bondholders.

This Resolution, and the rights and obligations of the Authority and of the holders of the Bonds and coupons issued hereunder, may be modified or amended at any time by supplemental resolution adopted by the Authority with the consent of bondholders holding sixty per cent (60%) in aggregate principal amount of the outstanding Bonds, exclusive of Bonds, if any, owned by the Authority or the City, and obtained as hereinafter set forth; provided, however, that no such modification or amendment shall, without the express consent of the holder or registered owner of the Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any such modification or amendment reduce the percentage of consent required for amendment or modification.

Any act done pursuant to a modification or amendment so consented to shall be binding upon the holders of all of the Bonds and interest coupons, whether such coupons be attached to Bonds or detached therefrom, and shall not be deemed an infringement of any of the provisions of this Resolution or of the Parking Law, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after such consent relating to such specified matters has been given, no bondholder or holder of any interest coupon, whether attached to a bond or detached therefrom, shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the Authority or any officer thereof from taking any action pursuant thereto.

Section 22. Calling Bondholders' Meeting.

If the Authority shall desire to obtain any such consent it shall duly adopt a resolution calling a meeting of bondholders for the purpose of considering the action, the consent to which is desired.

Section 23. Notice of Meeting.

Notice specifying the purpose, place, date and hour of such meeting shall be published once in each of four successive calendar weeks in a financial newspaper or journal of national circulation published in The City of New York, New York, the first publication to be not less than 60 days and not more than 90 days prior to the date fixed for the meeting. Such notice shall set forth the nature of the proposed action, consent to which is desired. If any of the Bonds shall be registered, the Authority shall, on or before the first publication of such notice, cause a similar notice to be mailed, postage prepaid, to the respective registered owners thereof at their addresses appearing on the bond registry books. The place, date and hour of holding such meeting and the date or dates of publishing and mailing such notice shall be determined by the Authority, in its discretion.

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The actual receipt by any bondholder of notice of any such meeting shall not be a condition precedent to the holding of such meeting, and failure to receive such notice shall not affect the validity of the proceedings thereat. A resolution of the Authority that the meeting has been called and that notice thereof has been given as herein provided shall be conclusive as against all parties and it shall not be open to any bondholder to show that he failed to receive notice of such meeting.

Section 24. Voting Qualifications.

Any bondholder may, prior to any such meeting, deliver his Bond or Bonds to any agency designated by the Authority for the purpose, and shall thereupon be entitled to receive an appropriate receipt for the Bond or Bonds so deposited, calling for the redelivery of such Bond or Bonds at any time after the meeting. The Trustee shall prepare and deliver to the chairman of the meeting a list of the names and addresses of the owners of registered Bonds, with a statement of the maturities and serial numbers of the Bonds held and deposited by each of such bondholders, and no bondholder shall be entitled to vote at such meeting unless his name appears upon such list or unless he shall present his Bond or Bonds at the meeting or a certificate of deposit thereof, satisfactory to the Authority, executed by a bank or trust company. No bondholder shall be permitted to vote with respect to a larger aggregate principal amount of Bonds than is set against his name on such list, unless he shall produce the Bonds upon which he desires to vote, or a certificate of deposit thereof as above provided.

Section 25. Issuer-Owned Bonds.

The Authority shall present at the meeting a signed certificate, verified by the Trustee, stating the maturities and serial numbers of all Bonds owned by, or held for account of, the Authority or the City, directly or indirectly. No person shall be permitted at the meeting to vote or consent with respect to any Bond appearing upon such certificate, or any Bond which it shall be established at or prior to the meeting is owned by the Authority or the City, directly or indirectly, and no such Bond (in this resolution referred to as "issuer-owned Bond") shall be counted in determining whether a quorum is present at the meeting.

Section 26. Quorum and Procedure.

A representation of at least 60% in aggregate principal amount of the Bonds then outstanding (exclusive of "issuer-owned Bonds") shall be necessary to constitute a quorum at any meeting of bondholders, but less than a quorum may adjourn the meeting from time to time, and the meeting may be held as so adjourned without further notice, whether such adjournment shall have been had by a quorum or by less than a quorum. The Authority shall, by an instrument in writing, appoint a temporary chairman of the meeting, and the meeting shall be organized by the election of a permanent chairman and secretary. At any meeting each bondholder shall be entitled to one vote for every \$5,000 principal amount of Bonds with respect to which he shall be entitled to vote as aforesaid, and such vote may be given in person or by proxy duly appointed by an instrument in writing presented at the meeting. The Authority, by its duly authorized representative, may attend any meeting of the bondholders, but shall not be required to do so.

Section 27. Vote Required.

At any such meeting held as aforesaid there shall be submitted for the consideration and action of the bondholders a statement of proposed action, consent to which is desired, and if such action shall be consented to and approved by bondholders holding at least 60% in aggregate amount of the Bonds then outstanding (exclusive of issuer-owned Bonds) the chairman and secretary of the meeting shall so certify in writing to the Authority, and such certificate shall constitute complete evidence of consent of bondholders under the provisions of this resolution. A certificate signed and verified by the chairman and the secretary of any such meeting, shall be conclusive evidence and the only competent evidence of matters stated in such certificate relating to proceedings taken at such meeting.

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Section 28. Form of Bond.

The recitals of regularity of proceedings in the Bonds issued and sold under this resolution shall be conclusive evidence of compliance with the provisions of the Parking Law.

[FORM OF BOND]

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

PARKING AUTHORITY
OF THE
CITY OF RIVERSIDE
1974 LEASE REVENUE BOND

No.....

\$5,000

The PARKING AUTHORITY OF THE CITY OF RIVERSIDE (the "Authority"), a public corporation of the State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from the Pledged Revenues and certain other limited funds, as hereinafter provided, to the bearer hereof, on August 15, (subject to the right of prior redemption hereinafter mentioned), upon presentation and surrender of this Bond, the sum of FIVE THOUSAND DOLLARS (\$5,000) with interest thereon from the date hereof at the rate of% per annum, payable semiannually on the 15th days of February and August of each and every year until this Bond is paid, upon presentation and surrender of the respective interest coupons hereto attached; provided, however, that if at the maturity date of this Bond or, if the same is redeemable prior to maturity and shall be duly called for redemption, then at the date fixed for redemption, funds are available for the payment or redemption thereof, as provided in the resolution hereinafter mentioned, this Bond shall then cease to bear interest. The principal of, interest on, and premium, if any, are payable in lawful money of the United States of America at the office of the Trustee, Bank of America NT & SA, in the City of Los Angeles, California, or, at the option of the holder hereof, at any paying agent of the Authority in the City of Chicago, Illinois, or The City of New York, New York.

This is one of a duly authorized issue of Bonds of the Authority, all of which have been issued under and pursuant to the Parking Law of 1949 (being Part 2 of Division 18 of the Streets and Highways Code of the State of California) and the creation of said issue and the terms and conditions of the Bonds are provided for by the resolution of said Authority authorizing the Bonds adopted July 9, 1974 (the "Resolution"), and, pursuant to said Parking Law of 1949, this reference incorporates all of the provisions of said Resolution into the body of the Bonds and their coupons; and by acceptance hereof the holder of this Bond and the coupons hereto attached assents to said terms and conditions, and each taker and subsequent holder of the Bonds and coupons has recourse to all of the provisions of said Resolution and is bound thereby. Said Resolution is adopted under, and this Bond and the interest coupons hereto attached are issued under and are to be construed in accordance with, the laws of the State of California.

The Bonds of this issue shall constitute special obligations, and evidence a special indebtedness, of the Authority, which shall be a charge upon, and payable, both as to principal and interest, and as to any premiums upon the redemption of any thereof, solely from, the Pledged Revenues and certain other limited funds, as specified herein and in said Resolution and in the proceedings for their issuance, and shall not constitute obligations, nor evidence any indebtedness of the City of Riverside or of the State of California.

In the manner provided in said Resolution, certain obligations mentioned in said Resolution may be waived or modified with the consent of the holders of 60% in aggregate principal amount of outstanding Bonds, exclusive of Bonds owned by the Authority or the City of Riverside.

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The Bonds of the issue of which this Bond is one are redeemable prior to maturity in the event of loss of or damage to or condemnation of the Project on any succeeding date, as more fully set out in the resolution, at a redemption price equal to the principal amount thereof and accrued interest to the date of redemption, at the option of the Authority, as a whole, or in part but only in the manner and only from the funds as provided in said Resolution.

Except as set forth in the preceding paragraph, Bonds maturing on or prior to August 15, 1987, are not subject to call or redemption prior to maturity. Bonds maturing on or after August 15, 1988, may be called prior to maturity, at the option of the Authority, as a whole, or in part in inverse order of maturity and by lot within a maturity and redeemed from funds derived by the Authority from any source, on August 15, 1987, or on any interest payment date thereafter at a redemption price equal to the principal amount thereof plus a premium equal to one-quarter of one percent ($\frac{1}{4}\%$) for each year or fraction of a year from the redemption date of the Bonds to the maturity date of the Bonds, provided that such premium shall not exceed four percent (4%) together with accrued interest to the date of redemption.

Notice of call and redemption prior to maturity shall be given as provided in the Resolution.

This Bond and the coupons hereto attached are negotiable instruments and shall be negotiable by delivery. This Bond may be registered as to principal only or as to both principal and interest, in accordance with the provisions for registration endorsed hereon.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the incurring of the indebtedness evidenced by this Bond and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by the Constitution and Statutes of the State of California, and that this Bond is within every debt and other limit prescribed by the Constitution and Statutes of the State of California.

IN WITNESS WHEREOF, said Parking Authority of the City of Riverside has caused this Bond to be signed by the Chairman of the Authority and the Treasurer of the Authority by their facsimile signatures, countersigned by the Secretary of the Authority, and sealed with the corporate seal of the Authority, and the interest coupons hereto attached to be signed by said Treasurer by his facsimile signature, and has caused this Bond to be dated the fifteenth day of August, 1974.

Chairman of the Parking Authority
of the City of Riverside

Treasurer of the Parking Authority
of the City of Riverside

COUNTERSIGNED:

Secretary of the Parking Authority
of the City of Riverside

(SEAL)

115780

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[COUPON FORM]

On the fifteenth day of, 19....
 the PARKING AUTHORITY OF THE CITY OF RIVERSIDE will pay
 to the bearer, at the office of the Trustee, Bank of America NT&SA, in the
 City of Los Angeles, California, or at the option of the holder hereof, at any
 paying agent of the Authority in the City of Chicago, Illinois, or The City of
 New York, New York, out of the Pledged Revenues and certain other limited
 funds as set forth in the Bond to which this Coupon is attached and not out of
 any other funds or moneys of the Authority, the sum shown hereon in lawful
 money of the United States of America, being the semiannual interest then
 due on its 1974 LEASE REVENUE BOND,
 dated August 15, 1974

Coupon No.
 \$.....
 NO.....

Treasurer of the Parking Authority
 of the City of Riverside

PROVISIONS FOR REGISTRATION

This Bond may be registered in the name of any person as the registered owner hereof, either as to principal only or as to both principal and interest, and, if registered in either of said forms may be changed to registration in the other of said forms or discharged from registration.

Each registration, transfer after registration, change of form of registration, or discharge from registration of this Bond shall be entered by the Trustee in books kept by it for the purpose and noted by it in the registration blank below. Registration as to principal only shall not affect the negotiability by delivery of the coupons pertaining hereto. Upon registration as to both principal and interest, all unmatured coupons pertaining hereto shall be surrendered to the Trustee and may be preserved or cancelled in his discretion.

So long as this Bond is registered no transfer hereof shall be valid for any purpose unless made by the registered owner and entered and noted as herein provided, and the principal hereof and any redemption premium shall be payable only to the registered owner or to his order. Interest on this Bond, if registered as to both principal and interest, shall be payable to the person whose name appears upon the registry books as the registered owner hereof at the close of business on the tenth day preceding the interest payment date, at the address shown on said registry books. If this Bond is registered as to both principal and interest and its registration is changed to registration as to principal only, or if it is discharged from registration, there shall be attached hereto coupons representing interest hereon to become due thereafter to the date of maturity hereof. In lieu thereof, and upon surrender and cancellation hereof, the Trustee in its discretion may cause to be issued by the Authority in exchange therefor a new Bond, with such coupons attached, identical with this Bond, except for the previous notations on the registration blank hereon, and except that the signatures on the new Bond shall be those of the persons holding the offices at the time of affixing such signatures. The first such issuance of a new Bond or new coupons shall be made without charge (except for any tax or other governmental charge), and thereafter any such issuance shall be at the expense of the registered owner.

Each discharge hereof from registration shall be effected by an entry on the registry books, and a notation in the blank below, that this Bond is payable to bearer, whereupon this Bond shall become an unregistered bearer instrument, negotiable by delivery as if it had never been registered. Each request for registration, transfer, change or discharge must be in form satisfactory to the Trustee and must

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be made in writing, signed by the registered owner, or by his agent duly authorized in writing, or by the bearer, as the case may be.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Manner of Registration</u>	<u>Signature of Trustee</u>
.....
.....
.....

Section 29. Acceptance of Duties by Trustee.

The Trustee accepts and agrees to perform the duties imposed upon it by this resolution, but only upon the terms and conditions and subject to the provisions of this resolution, to all of which the parties hereto and the respective holders of the Bonds agree. All funds created under this resolution shall be held by the Trustee and administered as trust funds as herein provided.

Section 30. Absence of Responsibility of Trustee.

The Trustee shall be under no obligation to effect or maintain insurance, or to renew any policies of insurance, or to inquire as to the sufficiency of any policies of insurance carried by the Authority under the Leasc. The Trustee shall not have any responsibility in respect of the validity or sufficiency of this resolution or the due execution or acknowledgment thereof by the Authority, or in respect of the validity of any Bonds executed and delivered in accordance with the provisions of this resolution, or of the coupons appertaining thereto. The recitals, statements and representations contained herein and in the Bonds shall be taken and construed as made by and on the part of the Authority and not by the Trustee and the Trustee does not assume nor shall it be under any responsibility for the correctness of the same.

Section 31. Trustee Not Responsible for Actions of Authority.

The Trustee shall not be liable or responsible because of the failure of the Authority to perform any act herein required of the Authority. The Trustee shall not be responsible for the application of any of the proceeds of the Bonds or any other moneys deposited with it and paid out, invested, withdrawn or transferred in accordance with the provisions of this resolution. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

Section 32. Compensation of Trustee.

Subject to the provisions of any contract between the Authority and the Trustee, the Authority shall pay to the Trustee, in the manner provided in this Resolution, reasonable compensation for all services performed by it hereunder, and also all of its reasonable expenses, charges and other disbursements and those of its attorneys, agents, and employees incurred in and about the acceptance, administration and execution of the trusts hereby created and the performance of its powers and duties hereunder, and shall indemnify and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder. Notwithstanding the foregoing, the Authority agrees that the Trustee shall be entitled to receive for all services duly performed hereunder or in connection herewith a reasonable fee to be computed as set forth in a separate contract.

Section 33. Duties and Responsibilities of Trustee.

The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Resolution. The Trustee shall exercise such of the rights and powers vested in it by this Resolution, and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

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No provision of this Resolution shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own wilful misconduct.

Section 34. Certain Rights of Trustee.

The Trustee:

(a) may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, coupon or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) may consult with counsel and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with such opinion;

(c) shall be under no obligation to exercise any of the rights or powers vested in it by this resolution at the request, order or direction of any of the bondholders, pursuant to the provisions of this resolution, unless such bondholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby; and

(d) shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Resolution.

Section 35. Eligibility for Appointment as Trustee.

Except as otherwise provided herein, the Trustee hereunder shall at all times be a corporation organized and doing business under the laws of the United States or the State of California authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$60,000,000, subject to supervision or examination by Federal or State authority and having its principal office and place of business in the State of California. If such corporation publishes reports of its condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of conditions so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect below specified.

Section 36. Resignation and Removal; Appointment of Successor Trustee.

(a) The Trustee, or any trustee hereafter appointed, may at any time resign by giving written notice of resignation to the Authority. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor trustee (which may be, but shall not be required to be, the Treasurer of the Authority to exercise the duties of Trustee) by written instrument, in duplicate, executed by order of the Authority, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any bondholder who has been a bona fide holder of a Bond or Bonds for at least six months may on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor trustee.

(b) In case at any time any of the following shall occur —

(i) The Trustee shall cease to be eligible and shall fail to resign after written request therefor by the Authority or by any such bondholder, or

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(ii) The Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property and shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the Authority may remove the Trustee and appoint a successor trustee (which may, but shall not be required to be the Treasurer of the Authority if permitted under subsection (c) of this Section) to exercise the duties of the Trustee by written instrument, in duplicate, executed by order of the Authority, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or any bondholder who has been a bona fide holder of a Bond or Bonds for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The Authority may appoint the Treasurer of the Authority to exercise the duties of the Trustee if:

(i) The Trustee or any successor trustee cannot legally perform the duties required hereunder because of the occurrence of either of the following, subsequent to the effective date of this resolution: (aa) the enactment of any constitutional provision, law, rule or regulation of any governmental agency having jurisdiction thereof, or (bb) any judicial decision, whether or not involving this resolution, which is applicable to this resolution and the trusteeship created hereunder.

(ii) The services of the Trustee or any successor trustee cannot be obtained at a reasonable cost. Such reasonable cost shall be determined by like costs charged by financial institutions similarly situated in the United States performing duties of a comparable nature.

(d) The holders of a majority in aggregate principal amount of the Bonds at the time outstanding may at any time remove the Trustee and appoint a successor trustee; provided, however, (i) such successor shall be eligible for appointment under this resolution, and (ii) the fees of the successor trustee shall be within the amounts budgeted therefor by the Authority, and (iii) that if the Authority objects to the successor trustee it may appoint a successor trustee (which may, but shall not be required to be, the Treasurer of the Authority if permitted under subsection (c) of this Section) to exercise the duties of the Trustee.

(e) Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section shall become effective upon notice of or acceptance of appointment by the successor trustee as provided below.

Section 37. Acceptance of Appointment by Successor Trustee.

Any successor corporate trustee appointed as above provided shall execute, acknowledge and deliver to the Authority and to its predecessor trustee an instrument accepting such appointment hereunder, and, if the Treasurer is appointed to exercise the duties of the Trustee hereunder, the Authority shall notify such officer or officers; and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as the Trustee herein; but, nevertheless, on the written request of the Authority or of the successor trustee, the trustee ceasing to act shall, upon payment of its charges then unpaid, execute, acknowledge and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon request of any successor trustee, the Authority shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any Trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such trustee to secure any amounts then due it.

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The trustee ceasing to act shall upon such vesting thereafter be fully relieved and discharged of and from all further liability or responsibility either to the Authority or to the holders of the then outstanding Bonds except to the extent of liability, if any, arising prior to such vesting in the successor trustee.

No successor trustee shall accept appointment as provided in this Section unless at the time of such acceptance such successor trustee shall be eligible.

Section 38. Merger or Consolidation of Trustee.

Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Trustee, shall be the successor trustee hereunder, provided such corporation shall be eligible, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 39. Requirements as to Trustee's Records.

The records of the Trustee pertaining to the Bonds and to the Trustee hereunder shall be available to and open for inspection at all times by the Authority, the City and any other public body, agency or commission having jurisdiction, and the Trustee shall retain in its possession all financial statements furnished to it pursuant to this resolution.

Section 40. Defeasance.

If the Authority shall pay or cause to be paid, or shall have made provisions to pay, or there shall have been set aside in trust funds to pay, to the holders of the Bonds and coupons, the principal and interest, and premium, if any, to become due thereon, then the pledge of the Pledged Revenues and all other rights granted hereby, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds or coupons for the payment and discharge of which upon maturity, or upon redemption prior to maturity, provision has been made through the setting apart in a reserve fund or special trust account created pursuant to this resolution or otherwise to insure the payment thereof, of money sufficient for the purpose or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account of moneys sufficient therefor, including, but not limited to, investment income earned or to be earned on Federal Securities or other investments which are authorized investments of the Authority, shall, as provided herein, no longer be deemed to be outstanding and unpaid; provided, however, that if any such Bonds are to be redeemed prior to the maturity thereof, the Authority shall have taken all action necessary to redeem such Bonds and notice of such redemption shall have been duly given or provision made for the giving of such notice; and provided, further, that, if the maturity or redemption date of any such Bond shall not have arrived, provision shall have been made by the Authority by deposit, for the payment to the holder of any such Bonds and coupons, upon surrender thereof, whether or not prior to the maturity or redemption date thereof, of the full amount to which they would be entitled by way of principal, premium, if any, or interest to the date of such maturity or redemption, including in the computation of said full amount any income to be earned by way of investment of said deposit, as provided below, and provision shall have been made by the Authority, for the publication, in a financial newspaper or journal published in The City of New York, New York, of a notice to the holders of such Bonds and coupons that such moneys are available for such payment.

Moneys held for payment or redemption in accordance with the provisions of this Section shall be invested in Federal Securities, or other investments which are authorized investments of the Authority, to mature or be withdrawable, as the case may be, not later than the time when needed for such payment or redemption. Net income earned on such investments may be paid to the Authority or may be used for the payment or redemption of Bonds and to the extent permitted by law may be considered as adequate provision for payment.

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Section 41. Proceedings Constitute Contract.

The provisions of this resolution and of the resolutions providing for the sale of the Bonds and awarding the Bonds and fixing the interest rate or rates thereon and all other resolutions or ordinances adopted in connection with the authorization of the Bonds shall constitute a contract between the Authority and the holders of such Bonds, not subject to repeal, and not subject to modification other than to the extent and in the manner provided in this resolution. Said contract is made under and is to be construed in accordance with the laws of the State of California. The rights, limitations, powers and duties arising upon breach of the Authority of any of the covenants, conditions or obligations contained in said contract shall be those provided by the laws of the State of California, including, without limitation, said Parking Law. In addition to all other rights conferred upon a bondholder and subject only to any contractual restrictions binding upon him a bondholder may:

(a) By mandamus, suit, action, or proceeding at law or in equity, compel the Authority and its members, officers, agents or employees to perform every term, provision, and covenant contained in any contract of the Authority with or for the benefit of the bondholder, to carry out all covenants and agreements of the Authority, and to fulfill the duties imposed upon the Authority by said Parking Law.

(b) By suit, action, or proceeding in equity, enjoin any acts or things which are unlawful and in violation of any of the rights of the bondholder.

Section 42. Severability.

If any covenant, agreement or provision, or any portion thereof, contained in this resolution, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this resolution and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected, and this resolution and the Bonds issued pursuant hereto shall remain valid and the bondholders shall retain all valid rights and benefits accorded to them under this resolution and the Constitution and laws of the State of California.

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Section 43. Effective Date.

This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 9th day of July, 1974.

Gene Lewis
Chairman of the Parking Authority
of the City of Riverside

ATTEST:

VIRGINIA J. STROHECKER
Secretary of the Parking Authority
of the City of Riverside

(SEAL) BY *Alice A. Hare*
ASSISTANT CITY CLERK

IN WITNESS WHEREOF, the Trustee has caused this Indenture (called Resolution) to be executed and its corporate seal affixed.

Date of Signing
July 10, 1974

BANK OF AMERICA
National Trust and Savings Association Trustee

By *[Signature]*

ATTEST:

M. Thompson
Assistant Trust Officer

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF RIVERSIDE)

I, Virginia J. Strohecker, Secretary of the Parking Authority of the City of Riverside, California, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Governing Board of said Parking Authority and was approved by the Chairman of said Authority at an adjourned regular meeting of said Governing Board held on the 9th day of July, 1974, and that it was so adopted as follows:

AYES: Members: Holcomb, Haley, Anderson, Scott,
Wanamaker, Abraham and Macomber.

NOES: Members: None

ABSENT: Members: None

VIRGINIA J. STROHECKER
Secretary of the Parking Authority
of the City of Riverside

By Alice A. Howe
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF RIVERSIDE)

I, Virginia J. Strohecker, Secretary of the Parking Authority of the City of Riverside, California, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 3 of said Parking Authority, and that the same has not been amended or repealed.

DATED: July 9, 1974

VIRGINIA J. STROHECKER
Secretary of the Parking Authority
of the City of Riverside

By Alice A. Howe
Assistant City Clerk

RESOLUTION NO. 9RESOLUTION OF THE PARKING AUTHORITY
OF THE CITY OF RIVERSIDE AMENDING
RESOLUTION NO. 3 OF SAID AUTHORITY

WHEREAS, this Authority has heretofore adopted its Resolution No. 3, entitled "Resolution of the Parking Authority of the City of Riverside, California, Authorizing the Issuance of \$3,450,000 1974 Lease Revenue Bonds of Said Authority and Providing the Terms and Conditions for the Issuance of said Bonds" (the "Resolution").

WHEREAS, it now appears desirable to amend said Resolution;

NOW, THEREFORE, the Parking Authority of the City of Riverside does hereby resolve, determine and order as follows:

Section 1. The first paragraph of Section 8 of the Resolution shall be amended to read as follows:

"In the event of loss of, substantial damage to or condemnation of the whole or any substantial part of the Project, so as to render the same unusable, all or any part of the Bonds at that time outstanding, may at the option of the Authority, be called and redeemed prior to maturity on any succeeding date, at a redemption price equal to the principal amount thereof with accrued interest to the date of redemption plus a premium equal to one-quarter of one percent

a certificate of the Secretary of the
Authority, stating the fact and date of
such completion and stating that all of

(1/4%) for each year or fraction of a year from the redemption date of the Bonds to the maturity date of the Bonds, provided that such premium shall not exceed four percent (4%), together with accrued interest to the date of redemption, but only in the manner and only from the funds as hereinafter provided in the case of redemption. If less than all Bonds are called pursuant to this paragraph, the Trustee shall determine a principal amount in each maturity to be called so that approximately equal annual debt service will prevail. Bonds to be then called in each maturity will be selected by lot."

Section 2. That Section 13 of the Resolution be amended to add thereto an additional paragraph which shall read as follows:

"Payments from the Acquisition and Construction Fund shall be made in accordance herewith. Before any such payment shall be made by the Trustee there shall be filed with the Trustee:

- (a) A Written Requisition stating in respect to each payment to be made,
 - (i) The item number of the payment;
 - (ii) The name of the person to whom payment is due;
 - (iii) The amount to be paid;

- (iv) The purpose, by general classification for which the obligation to be paid was incurred;
 - (v) That the obligation or obligations in the stated amount or amounts have been incurred by or on behalf of the Authority, and that each item thereof has not been paid; and
 - (vi) That there has not been filed with or served upon the Authority or City notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in such Written Requisition, which has not been released or will not be released simultaneously with such payment, other than materialmen's or mechanics' liens accruing by mere operation of law which will not be released until final payment is made.
- (b) Upon receipt of each such Written Requisition, the Trustee shall pay the amount set forth in such Written Requisition as directed by the terms thereof.
- (c) When the Project shall have been completed, a Certificate of the Secretary of the Authority, stating the fact and date of such completion and stating that all of

such cost of acquisition and construction and incidental expenses have been determined and paid, or payment thereof duly provided for by moneys set aside by the Trustee for that purpose shall be delivered to the Trustee by the Authority."

ADOPTED AND APPROVED this 27th day of August, 1974.

Ben Lewis
Chairman of the Parking Authority
of the City of Riverside

ATTEST:

VIRGINIA J. STROHECKER
Secretary of the Parking Authority of
the City of Riverside

By *Alice A. Hare*
Assistant Secretary

(SEAL)

STATE OF CALIFORNIA)
 COUNTY OF RIVERSIDE)
 CITY OF RIVERSIDE)

I, Virginia J. Strohecker, Secretary of the Parking Authority of the City of Riverside, California, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Governing Board of said Parking Authority and was approved by the Chairman of said Authority at an adjourned regular meeting of said Governing Board held on the 27th day of August, 1974, and that it was so adopted as follows:

AYES: Members Holcomb, Haley, Anderson,
Wanamaker, Abraham and Macomber.

NOES: Members None.

ABSENT: Members Scott.

VIRGINIA J. STROHECKER
 Secretary of the Parking
 Authority of the City of
 Riverside

(SEAL)

By Alice A. Hare
 Assistant Secretary

STATE OF CALIFORNIA)
 COUNTY OF RIVERSIDE)
 CITY OF RIVERSIDE)

I, Virginia J. Strohecker, Secretary of the Parking Authority of the City of Riverside, California, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 9 of said Parking Authority, and that the same has not been amended or repealed.

DATED: August 28, 1974.

VIRGINIA J. STROHECKER
 Secretary of the Parking
 Authority of the City of
 Riverside

(SEAL)

By Alice A. Hare
 Assistant Secretary