

FORM APPROVED COUNTY COUNSEL 10/23/14  
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

254



**FROM:** Economic Development Agency/Facilities Management

**SUBMITTAL DATE:**  
 November 13, 2014

**SUBJECT:** First Amendment to Communications Site Lease – Pat Merritt Dog Park, District 2/District 2, CEQA Exempt [\$0]

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities and direct the Clerk of the Board to file the Notice of Exemption;
2. Approve the attached First Amendment to Communications Site Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

**BACKGROUND:**

**Summary** (Commences on Page 2)

*Robert Field*

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A, revenue lease payments to TLMA

**Budget Adjustment:** No  
 For Fiscal Year: 2014/15

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

APPROVE

BY: *Rohini Dasika*  
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: November 24, 2014  
 xc: EDA, Recorder

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 2/2

Agenda Number:

3-32

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

Economic Development Agency/Facilities Management

**FORM 11:** First Amendment to Communications Site Lease – Pat Merritt Dog Park, District 2/District 2, CEQA Exempt [\$0]

**DATE:** November 13, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

In 2006, the County entered into a Communications Site Lease Agreement with T-Mobile West Tower, LLC, a Delaware limited liability company, which has been assigned to CCTMO LLC, a Delaware limited liability company (dba Crown Castle) to construct, maintain and operate a communications facility, including a tower structure, antennas, equipment, any related improvements and structures, equipment shelters, cabinets, meter boards, utilities, antennas and equipment. Currently, Crown Castle has one licensee (T-Mobile) using the tower, and is adding Verizon. The current lease term expires June 25, 2017. Verizon has requested additional term from Crown Castle to justify their initial investment. Crown Castle must first extend its lease term with the County before they can issue an appropriate length license to Verizon. This First Amendment to Lease has provisions to extend the term at the conclusion of the initial five year term for four extensions of five years each with the final lease extension, if exercised, expiring on June 25, 2042.

Lessee: CCTMO, Inc.  
Attorney-in-Fact for T-Mobile West Tower, LLC

Premises Location: Limonite Frontage Road  
Riverside, California

	<u>Current</u>	<u>New</u>
Term:	June 26, 2007 – June 25, 2017	June 26, 2017 – June 25, 2022
Option to Extend:	None	Four 5-year extensions through June 25, 2042
Rent:	\$2,368.68 with 4% annual increases	\$2,664.44 with 4% annual increases
Additional Rent:	The Lessee agrees to pay Lessor forty percent of the rental, license or similar payments received by Lessee from any subtenant other than T-Mobile and Verizon. Lessee will also pay a one-time administrative fee in the amount of \$7,500 to EDA as a Conditional Signing Bonus to offset EDA staff time and other expenses.	
Utilities:	Provided by Lessee	
Maintenance:	Provided by Lessee	
Assignment and Subleasing:	Subject to County approval.	

The rent derived from this lease is steered to TLMA and is used to offset costs associated with maintaining and operating Pat Merritt Dog Park. The attached First Amendment to Lease has been reviewed and approved by County Counsel as to legal form.

Attachment: First Amendment to Lease; CEQA Report



Critical Negative Declaration/Notice of  
Denial was routed to County  
Clerk for posting on.

11/26/14

kb

Date

Initial

Date: October 3, 2014

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0473611030500**  
Pat Merritt Dog Park Lease Amendment – 6377 Limonite Frontage Rd., Riverside, California 92509  
Assessor Parcel Number: 186-080-009

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.**

Attachment

cc: file

NOV 24 2014

3-32

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

[www.rivcoeda.org](http://www.rivcoeda.org)

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Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development



## NOTICE OF EXEMPTION

October 7, 2014

**Project Name:** County of Riverside, Pat Merritt Dog Park First Amendment to Lease

**Project Number:** FM0473611030500

**Project Location:** 6377 Limonite Frontage Road, Riverside, California 92509  
Assessor Parcel Number 186-080-009 (See attached exhibits)

**Description of Project:** In 2006, the County of Riverside entered into a Communications Site Lease Agreement with T-Mobile West Tower, LLC, a Delaware limited liability company by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact to construct, maintain and operate a communications facility, including tower structures, antennas, equipment, any related improvements and structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment and incidental uses. The lease has expired on June 25, 2012. The new lease provides for one extension of five years which was exercised by Lessee. That lease expires June 25, 2017. This First Amendment to Lease has provisions to extend the term at the conclusion of the initial term for four extensions of five years each with the final lease extension expiring on June 25, 2032 (the project). The project does not provide for any physical changes or alterations to the existing structure. No construction would occur and the communications facility would continue to operate in a similar manner.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

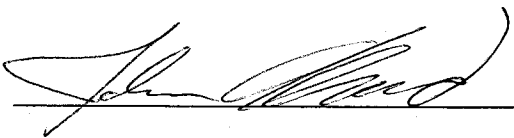
**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1 – Existing Facilities; General Rule Exemption Section 15061.

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The communications facility is an existing structure located in a developed dog park. The renewal of the lease for an existing communications facility is not anticipated to result in any significant physical environmental impacts.

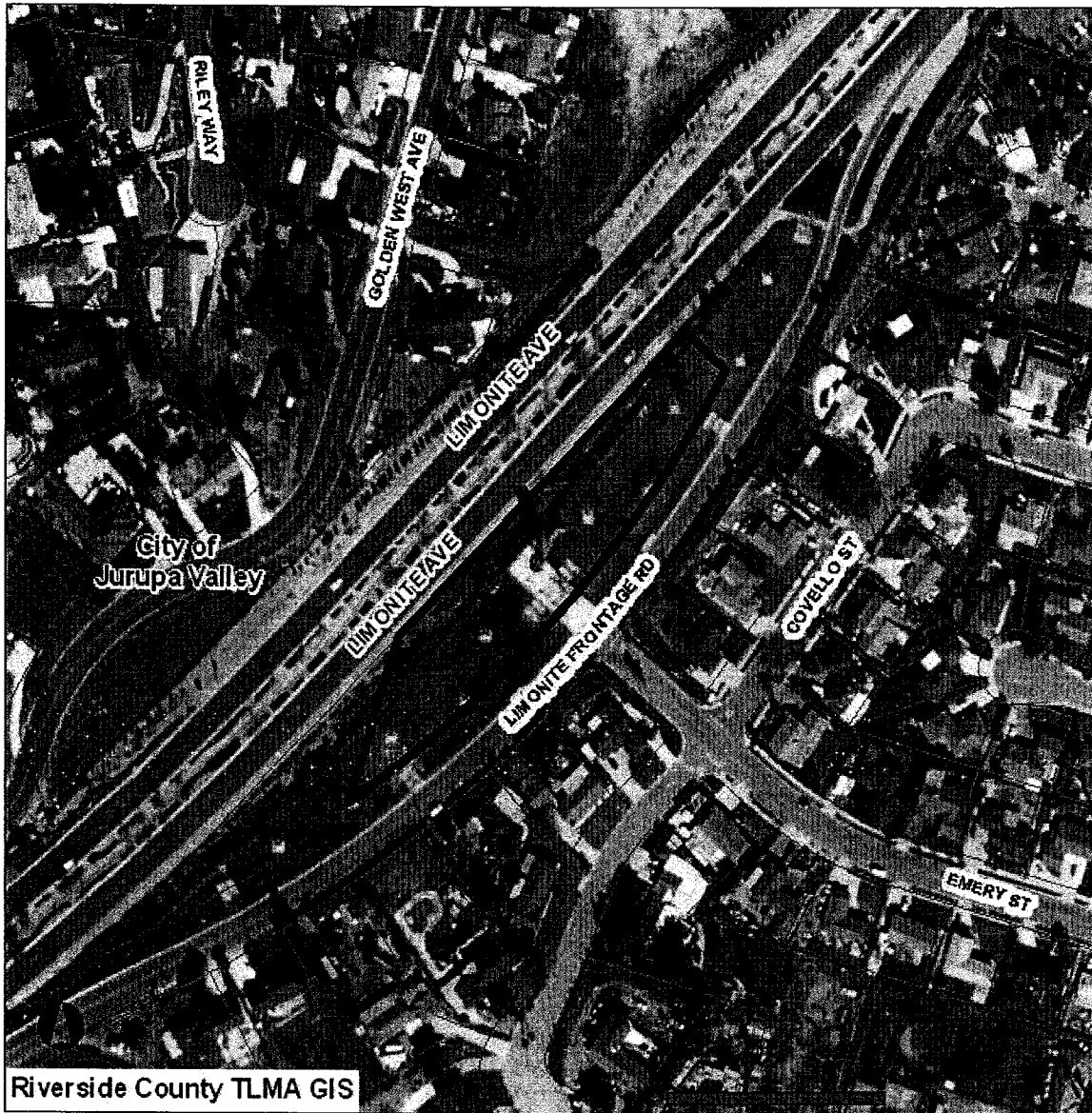
- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project as proposed is the lease of an existing communications facility. No substantial construction impacts would occur and once the improvements are complete, the facility will continue to operate in a similar use, capacity, and intensity. Therefore, the project meets the scope and intent of the Class 1 Exemption.
- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The lease to an already existing communications facility will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. No construction activities will take place and once operational, no impacts are anticipated. The communications facility is located in an already developed dog park with no sensitive biological habitat. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed:  Date: 10/7/14

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency

186-080-009



**Selected parcel(s):**  
186-080-009

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Fri Oct 03 12:34:28 2014

Version 131127

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Pat Merritt Dog Park First Amendment to Lease

**Accounting String:** 524830-47220-7200400000- FM0473611030500

**DATE:** October 7, 2014

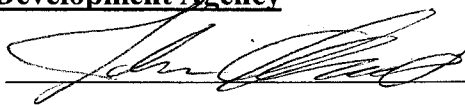
**AGENCY:** Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

**AUTHORIZED BY:** John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature:



**PRESENTED BY:** Lorie Houghlan, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

1                   **FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**

2   Pat Merritt Dog Park,

3   6377 Limonite Frontage Road, Riverside, California

4  
5           This   FIRST   AMENDMENT   TO   COMMUNICATIONS   SITE   LEASE  
6 AGREEMENT (the "First Amendment") is entered into this 24<sup>th</sup> day of  
7 November, 2014, by and between the COUNTY OF RIVERSIDE, a political  
8 subdivision of the State of California, ("Lessor") and T-MOBILE WEST TOWER LLC, a  
9 Delaware limited liability company, by and through CCTMO LLC, a Delaware limited  
10 liability company, its attorney in fact ("Lessee").

11   **RECITALS**

12           WHEREAS, Lessor and Omnipoint Communications, Inc. ("Original Lessee")  
13 entered into a Communications Site Agreement dated July 10, 2006 (the "Lease")  
14 whereby Original Lessee leased certain real property, together with access and utility  
15 easements, legally described in Exhibit "A" to the Lease commonly known as Pat  
16 Merritt Dog Park, located at Dog Park Limonite Frontage Road, as more particularly  
17 described in the Lease (the "Premises"), all located within certain real property owned  
18 by Lessor ("Lessor's Property"); and

19           WHEREAS, T-MOBILE WEST TOWER LLC is currently the Lessee under the  
20 Lease as successor in interest to the Original Lessee; and

21           WHEREAS, T-MOBILE WEST TOWER LLC has granted CCTMO LLC a Limited  
22 Power of Attorney to execute certain documents, including this First Amendment; and

23           WHEREAS, the Premises may be used for the purpose of constructing,  
24 maintaining and operating a communications facility, including tower structures,  
25 equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related  
26 improvements and structures and uses incidental thereto; and  
27  
28



1 WHEREAS, the Lease had an initial term that commenced on June 26, 2007  
2 and expired on June 25, 2012. The Lease provides for one (1) extension of five (5)  
3 years, which was exercised by Lessee. According to the Lease, the extension expires  
4 on June 25, 2017; and

5 WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and  
6 conditions contained herein.

7 NOW THEREFORE, for good and valuable consideration, the receipt and  
8 sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

9 1. Recitals; Defined Terms. The parties acknowledge the accuracy of the  
10 foregoing recitals. Any capitalized terms not defined herein shall have the meanings  
11 ascribed to them in the Lease.

12 2. Term. Section 4 of the Lease is hereby deleted in its entirety and the  
13 following is inserted in its place:

14 The initial term of this Lease shall be for a period of five (5) years commencing on June  
15 26, 2007 and expiring on June 25, 2012 (the "Initial Term"). At the conclusion of the  
16 Initial Term, Lessee shall be entitled to four (4) extensions of five (5) years each, with  
17 the final lease extension expiring on June 25, 2032 (each extension is referred to as a  
18 "Renewal Term"). The Initial Term and any Renewal Term shall be collectively referred  
19 to as the "Lease Term." The Lease Term shall automatically be extended for each  
20 successive Renewal Term unless Lessee notifies Lessor of its intention not to renew in  
21 writing at least thirty (30) days prior to the expiration of the then current five (5) year  
22 term. Lessor and Lessee hereby acknowledge that Lessee has exercised the first  
23 Renewal Term as of June 25, 2012 for five (5) years, leaving a balance of three (3)  
24 Renewal Terms.

25 3. Assignment and Subleasing. Section 14 of the Lease is hereby deleted  
26 in its entirety and the following inserted in its place:

27 Lessee shall not have the right to assign this Lease, in whole or in part, without  
28 Lessor's prior written consent, which consent will not be unreasonably withheld;

1 provided however, that Lessee may assign this Lease without Lessor's consent to its  
2 parent company, a subsidiary or affiliate, or to any successor-in-interest or entity  
3 acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing  
4 entity's interest, if any. Lessee will notify Lessor of any such assignment pursuant to a  
5 change in ownership that does not require consent. Upon the effective date of any  
6 assignment, assignee shall be bound to all of Lessee's liabilities and obligations of this  
7 Lease. Lessee shall have the right, upon written notification to Lessor, to sublease  
8 space or grant a similar right of use or occupancy within the Premises to a third party  
9 for the installation of telecommunications equipment and antennas in connection with  
10 the operation of Lessee's business at the Premises.

11 4. Additional Rent. In addition to the rent currently paid by Lessee to Lessor  
12 pursuant to the Lease, as further consideration for the right of Lessee to exclusively  
13 use and sublease the Premises, Lessee shall pay additional rent if Lessee subleases,  
14 licenses or grants similar right of use or occupancy in the Premises to an unaffiliated  
15 third party Broadband Tenant that is not an existing user on the Premises (a "Future  
16 Broadband Sublease"), Lessee agrees to pay to Lessor forty percent (40%) of the  
17 rental, license or similar payments actually received by Lessee (excluding any  
18 reimbursement of taxes, construction costs, installation costs, revenue share  
19 reimbursement or other expenses incurred by Lessee) ("Additional Rent") within sixty  
20 (60) days after receipt of payment pursuant to a Future Broadband Sublease. Lessee  
21 shall have no obligation for payment to Lessor of Additional Rent if payment is not  
22 actually received by Lessee. Non-payment of such rental, license or other similar  
23 payment pursuant to a Future Broadband Sublease shall not be a default under this  
24 Lease, and Lessor shall have no recourse against Lessee as a result of failure of  
25 payment thereof. Lessee shall have sole discretion as to whether, and on what terms,  
26 to sublease, license or otherwise allow occupancy of the Leased Premises, subject to  
27 the terms of the Lease, and there shall be no express or implied obligation of Lessee to  
28 do so. If any Future Broadband Sublease expires or terminates for any reason, Lessee

1 shall no longer be obligated to pay Additional Rent for such Future Broadband  
2 Sublease. Notwithstanding anything in this paragraph to the contrary, Lessor shall not  
3 be entitled to Additional Rent for any sublease or license to any subtenant of Lessee or  
4 any successors and/or assignees of such subtenant who commenced use of the  
5 Premises or executed a sublease or license prior to the effective date of this First  
6 Amendment. As used herein, "Broadband Tenant" shall mean any subtenant which is  
7 a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3)  
8 engaged primarily in the business of providing wireless telephony services to its  
9 customers. Lessor and Lessee acknowledge that Verizon Wireless currently has a  
10 pending application for colocation of its equipment on the Premises. Lessor and  
11 Lessee agree and acknowledge that in no event shall Lessor shall be entitled to  
12 Additional Rent relating to Verizon Wireless.

13       5.     Consideration. Lessee will pay to Lessor a one-time amount of Seven  
14 Thousand Five Hundred and 00/100 Dollars (\$7,500.00) for the full execution of this  
15 First Amendment within sixty (60) days of the full execution of this First Amendment  
16 (the "Conditional Signing Bonus"). In the event this First Amendment (and any  
17 applicable memorandum) is not fully executed by both Lessor and Lessee for any  
18 reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to  
19 Lessor.

20       6.     Business Summary Report. Once per calendar year, Lessor may submit  
21 a written request to Lessee for a business summary report pertaining to Lessee's rent  
22 obligations for the prior twelve (12) month period, and Lessee shall provide such  
23 written accounting to Lessor within sixty (60) days after Lessee's receipt of such written  
24 request.

25       7.     Governmental Approvals. If requested by Lessee, Lessor will execute, at  
26 Lessee's sole cost and expense, all documents required by any governmental authority  
27 in connection with any development of, or construction on, the Premises, including  
28 documents necessary to petition the appropriate public bodies for certificates, permits,



1 is transferred, the succeeding Lessor shall have a duty at the time of such transfer to  
2 provide Lessee with a completed IRS Form W-9, or its equivalent, and other related  
3 paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide  
4 the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a  
5 default and Lessee may take any reasonable action necessary to comply with IRS  
6 regulations including, but not limited to, withholding applicable taxes from rent  
7 payments.

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

13 12. Miscellaneous. Except as amended or modified herein, all the terms of  
14 the Lease shall remain in full force and effect and shall apply with the same force and  
15 effect. If any provisions of this First Amendment or the Lease shall be determined to be  
16 illegal or unenforceable, such determination shall not affect any other provision of the  
17 Lease and all such other provisions shall remain in full force and effect, including the  
18 annual rent increase set forth in the Lease. The language in all parts of the Lease shall  
19 be construed according to its normal and usual meaning and not strictly for or against  
20 either Lessor or Lessee. Neither this Amendment, nor the Lease, nor any notice nor  
21 memorandum regarding the terms hereof, shall be recorded by Lessee.

1 13. Approval. Anything to the contrary notwithstanding, this First Amendment  
2 shall not be binding or effective until its approval and execution by the Chairman of the  
3 Riverside County Board of Supervisors.

4 IN WITNESS WHEREOF, LESSOR and LESSEE have executed this First  
5 Amendment on this 24th day of November, 2014.

6  
7 LESSOR:  
8 COUNTY OF RIVERSIDE, a political  
9 subdivision of the State of California

LESSEE:  
T-MOBILE WEST TOWER LLC,  
a Delaware limited liability company

10  
11 By: CCTMO LLC,  
12 a Delaware limited liability company  
13 Its: Attorney In Fact

14 By: Jeff Stone  
15 Jeff Stone, Chairman  
16 Board of Supervisors

By: W. Healy  
Print Name: WILLIAM HEALY  
Title: DISTRICT MANAGER

17 ATTEST:  
18 KEDIA HARPER-IHEM, Clerk  
19 By: Kedia Harper-Ihem  
20 DEPUTY

21 APPROVED AS TO FORM:  
22 Gregory P. Priamos, County Counsel

23  
24 By: Patricia Munroe  
25 Patricia Munroe  
26 Deputy County Counsel  
27  
28

SITE NUMBER: IE04873A  
SITE NAME: SB406 Dog Park

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which Premises are a part is legally described as follows (five pages follow):

PARCEL 1:

THAT PORTION OF LOT 1 OF THE AMENDED MAP OF RIVERVIEW TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE(S) 5B OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF LIMONITE AVENUE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 1:

THENCE SOUTH 16° 05' 25" WEST, ALONG THE NORTHWESTERLY LINE THEREOF, 1186.25 FEET, TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM THE SOUTHWESTERLY EXTENSION OF THE CENTER LINE OF LIMONITE AVENUE AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 28, 1933 IN BOOK 148 PAGE 168 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEARING SOUTH 42° 45' 20" WEST, AS IT INTERSECTS PACIFIC AVENUE;

THENCE NORTH 42° 45' 20" EAST, ON SAID PARALLEL LINE 509.28 FEET, FOR THE TRUE POINT OF BEGINNING;

THENCE SOUTH 42° 45' 20" WEST, 300.00 FEET;

THENCE AT RIGHT ANGLES SOUTHEASTERLY TO A POINT 10.00 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF THAT PORTION OF LIMONITE AVENUE CONVEYED TO ROSEMEAD INVESTMENT CO., A CORPORATION, BY DEED FROM THE COUNTY OF RIVERSIDE, RECORDED MARCH 21, 1962 AS INSTRUMENT NO. 25986 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTHEASTERLY PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LIMONITE AVENUE, TO A POINT WHICH BEARS SOUTH 47° 14' 40" EAST FROM THE TRUE POINT OF BEGINNING.

THENCE NORTH 47° 14' 40" WEST 70.51 FEET MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN FRONTAGE ROAD.

SITE NUMBER: IE04873A  
SITE NAME: SB406 Dog Park

PARCEL 2:

THAT PORTION OF LOT 1 OF THE AMENDED MAP OF RIVERVIEW TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE(5) 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, SHOWN AS A PORTION OF PARCEL 45 ON RECORD OF SURVEY ENTITLED "RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON A MAP OF JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ON FILE IN BOOK 25 PAGES 66 AND 67 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF LIMONITE AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 1;

THENCE SOUTH 16° 05' 25" WEST ALONG THE NORTHWESTERLY LINE THEREOF 1186.25 FEET, TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE FROM THE SOUTHWESTERLY EXTENSION OF THE CENTER LINE OF LIMONITE AVENUE AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED NOVEMBER 28, 1933 IN BOOK 148 PAGE 168 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEARING SOUTH 42° 45' 20" WEST AS IT INTERSECTS PACIFIC AVENUE;

THENCE NORTH 42° 45' 20" EAST, ON SAID PARALLEL LINE, 509.28 FEET;

THENCE SOUTH 42° 45' 20" WEST, 300.00 FEET, FOR THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 42° 45' 20" WEST, 258.94 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5100.00 FEET, SAID POINT BEING ON THE NORTHWESTERLY LINE OF THAT PARCEL 2 IN DEED FROM THE COUNTY OF RIVERSIDE RECORDED MARCH 21, 1962 AS INSTRUMENT NO. 25986 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHWESTERLY ON SAID CURVE 41.06 FEET;

THENCE SOUTH 46° EAST, TO A POINT 10.00 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF THAT PORTION OF LIMONITE AVENUE CONVEYED TO ROSEMEAD INVESTMENT CO., A CORPORATION, BY DEED FROM THE COUNTY OF RIVERSIDE, RECORDED MARCH 21, 1962 AS INSTRUMENT NO. 25986 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTHEASTERLY PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LIMONITE AVENUE, TO A POINT BEARING SOUTHEASTERLY AT RIGHT ANGLES FROM THE TRUE POINT OF BEGINNING;



SITE NUMBER: IE04873A  
SITE NAME: SB406 Dog Park

THENCE NORTHWESTERLY ON SAID RIGHT ANGLE LINE, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN FRONTAGE ROAD.

PARCEL 3:

THOSE PORTIONS OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, SHOWN AS PORTIONS OF PARCELS 44 AND 45 ON RECORD OF SURVEY ENTITLED 'RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ON FILE IN BOOK 25 PAGES 66 AND 67 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; AND LOTS 1 AND 2 OF THE AMENDED MAP OF RIVERVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 58 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF LIMONITE AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 1;

THENCE SOUTH  $16^{\circ} 05' 25''$  WEST ALONG THE NORTHWESTERLY LINE THEREOF 1186.25 FEET, TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM THE SOUTHWESTERLY EXTENSION OF THE CENTER LINE OF LIMONTIE AVENUE, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 28, 1933 IN BOOK 148 PAGE 168 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEARING SOUTH  $42^{\circ} 45' 20''$  WEST, AS IT INTERSECTS PACIFIC AVENUE;

THENCE NORTH  $42^{\circ} 45' 20''$  EAST, ON SAID PARALLEL LINE 509.28 FEET;

THENCE SOUTH  $42^{\circ} 45' 20''$  WEST, ON SAID PARALLEL LINE 558.94 FEET, TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5100.00 FEET;

THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 41.06 FEET, FROM THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN PARCEL 2 OF DEED FROM THE COUNTY OF RIVERSIDE RECORDED MARCH 21, 1962 AS INSTRUMENT NO. 25986 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHWESTERLY ON SAID NORTHWESTERLY LINE AND ON THE SOUTHWESTERLY EXTENSION THEREOF, TO A POINT ON THE NORTHWESTERLY LINE OF SAID LIMONITE AVENUE, DISTANT NORTHEASTERLY THEREON 61.76 FEET FROM THE MOST SOUTHERLY CORNER OF PARCEL 44, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH  $23^{\circ} 47' 52''$  EAST, 10.00 FEET;

SITE NUMBER: IE04873A  
SITE NAME: SB406 Dog Park

THENCE NORTHEASTERLY PARALLEL WITH AND 10.00 FEET  
SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LIMONITE  
AVENUE, TO A POINT WHICH BEARS SOUTH 46° EAST FROM THE TRUE  
POINT OF BEGINNING.

THENCE NORTH 46° WEST TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREOF ANY PORTION THEREIN LYING WITH FRONTAGE  
ROAD.

PARCEL 4:

THAT CERTAIN TRIANGULAR PORTION OF LOT 2 AS SHOWN ON MAP OF  
RIVERVIEW TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF  
CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 56 OF MAPS,  
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED  
ON THE SOUTHWEST BY PARCEL 44 OF RECORD OF SURVEY, ON FILE  
IN BOOK 25 PAGES 66 AND 67 OF RECORDS OF SURVEY, RECORDS OF  
RIVERSIDE COUNTY, CALIFORNIA; BOUNDED ON THE NORTH BY THE  
NORTHERLY LINE OF SAID LOT 2, AND BOUNDED ON THE SOUTHEAST  
BY THE NORTHWEST LINE OF LIMONITE AVENUE, AS SAID AVENUE IS  
SHOWN ON SAID RECORD OF SURVEY.