

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE: 2/26/15

Departmental Concurrence

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

267



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
February 24, 2015

SUBJECT: First Amendment of the Amended and Restated Southerly Blythe Marina Lease/Sublease; CEQA Exempt; District 4 [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the proposed project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15301 – Existing Facilities and 15061 (b) (3);
2. Approve the First Amendment of the Amended and Restated Southerly Blythe Marina Lease/Sublease between the District and Reynolds Resorts-Blythe, LLC;
3. Authorize the Chairman of the Board to execute three (3) copies of the First Amendment of the Amended and Restated Southerly Blythe Marina Lease/Sublease;
4. Direct the Clerk of the Board to return three (2) executed copies of the First Amendment of the Amended and Restated Southerly Blythe Marina Lease/ Sublease to the District for further execution and transmittal; and
5. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of the approval by the Board.

Scott Bangle
General Manager

2015-030D BH/BC/EC

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 type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:

Budget Adjustment: No
For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Tavaglione, seconded by Director Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 10, 2015
xc: Parks, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: M.O.13-1; 10/28/14 | District: 4 | Agenda Number:

13-1

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

BACKGROUND:

Summary

Riverside County Regional Park and Open-Space District ("District"), as Lessor, and Reynolds Resort-Blythe, LLC, a California limited liability company, as Lessee, entered into that certain Amended and Restated Southerly Blythe Marina Lease/Sublease dated July 1, 2014, ("Original Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor that certain property described in said Original Lease for a term commencing on July 1, 2014.

District and Lessee desire to amend the Original Lease to provide for certain terms and conditions concerning leasehold financing by the Lessee for the duration of this Lease.

Pursuant to the California Environmental Quality Act ("CEQA"), the proposed project was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 – Existing Facilities. The proposed project is an amendment of the Amended and Restated Lease/Sublease of an existing lease and letting of property involving adding terms to the Original Lease for existing facilities. It can be seen with certainty that the project will not have a significant effect on the environment because the lease amendment is merely a change in terms of the Original Lease where negligible or no new changes or expansion of the use will occur. The lease of the property is already in place for the use and maintenance of an existing recreational vehicle campground with existing improvements for the visitors of the campground.

The Lessee shall pay for the costs of processing the lease amendment; therefore, no out-of-pockets costs will be incurred by the District.

Impact on Citizens and Businesses

It can be seen with certainty that the amendment of the lease will not result in a direct or reasonably foreseeable indirect impact to the citizens and businesses.

Attachments:

First Amendment to Lease
NOE

**FIRST AMENDMENT OF THE
AMENDED AND RESTATED SOUTHERLY BLYTHE MARINA LEASE/SUBLEASE**

THIS FIRST AMENDMENT OF THE AMENDED AND RESTATED SOUTHERLY BLYTHE MARINA LEASE/SUBLEASE ("1st Amendment"), dated as of MARCH 10, 2015, is entered into by and between Riverside County Regional Park and Open-Space District ("District"), a park and open-space district, and Reynolds Resorts-Blythe, LLC, a California limited liability company, ("Lessee").

Recitals

A. Riverside County Regional Park and Open-Space District ("District"), as Lessor, and Reynolds Resorts-Blythe, LLC, a California limited liability company, as Lessee, entered into that certain Amended and Restated Southerly Blythe Marina Lease/Sublease dated July 1, 2014, ("Original Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor that certain property described in said Original Lease for a term commencing on July 1, 2014.

B. District and Lessee desire to amend the Original Lease to provide for certain terms and conditions concerning leasehold financing by the Lessee for the duration of this Lease.

C. The Original Lease, together with this 1st Amendment, shall be collectively referred to hereinafter as the "Lease".

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, District and Lessee hereby agree as follows:

Agreement

Section 1. Improvements by Lessee. Section 7 of the Lease shall be amended to add a new Section 7.3 as follows:

7.3 Leasehold Financing. In the event that Lessor gives its written consent to the hypothecation of the Lessee's interest hereunder by a leasehold mortgage or deed of trust, no no mortgagee or trustee, nor anyone who claims by, through, or under such mortgage or deed of trust shall by virtue thereof acquire any greater or more extended rights than the Lessee under this Lease and any such leasehold mortgagee or trustee and all persons who claim by, through or under such mortgage or deed of trust shall in every respect be subject to all of the covenants, conditions and agreements hereof. Notwithstanding anything to the contrary, each and every person or entity acquiring an interest under said leasehold mortgage or deed of trust to the leasehold interest granted by this Lease, either by foreclosure (or deed in lieu of foreclosure) or sale under power of sale, shall expressly accept and assume all the terms, limitations, covenants, conditions, and agreements of this Lease, to be kept and performed by the Lessee and shall become bound to comply therewith and perform the same.

A. Nonsubordination. Lessor shall not be required to subject its interest in the Leased Premises to the lien of any leasehold financing or mortgage sought or obtained by Lessee.

B. Lessee's Right to Encumber. Notwithstanding anything to the contrary set forth in this Lease, Lessee is hereby given the right (exercisable at any time and from time to time) by Lessor, in addition to any other rights herein granted, with Lessor's prior written consent,

approval, or authorization, to hypothecate, pledge, encumber, or mortgage its interest in this Lease, the leasehold estate in the Leased Premises created hereby, or interest therein, or its interest in any Sublease, under one or more leasehold mortgages in favor of a lender (each, a "Leasehold Mortgage") and to assign such interest in this Lease, the leasehold estate in the Leased Premises, created hereby, or interest therein, or in any Sublease, as collateral security for such Leasehold Mortgage (or to assign its interest in the same in connection with an assignment and leaseback transaction). Such rights to encumber are conditioned on the following: (i) all rights acquired under such Leasehold Mortgage shall, except as expressly provided in this Section 7.3, be subject to all rights and interests of Lessor herein; (ii) no such Leasehold Mortgage shall be cross-defaulted with any other loan or encumber this Lease in connection with any blanket encumbrance or cross-collateralization covering properties other than this Lease; and (iii) no such Leasehold Mortgage shall secure a loan in excess of the appraised fair market value of the Leased Premises as reasonably determined by a Leasehold Mortgagee at the time of making such loan. None of such covenants, conditions, or restrictions is or shall be waived by Lessor by reason of the right given to mortgage such interest in this Lease, except as expressly provided herein. The holder of any Leasehold Mortgage shall be referred to herein as the "Leasehold Mortgage" and shall be entitled to the rights and benefits as provided herein.

C. Notices. Provided that a Leasehold Mortgagee shall have notified Lessor in writing of its status as a Leasehold Mortgagee and its name and address, Lessor thereafter shall give to such Leasehold Mortgagee a copy of each notice of default at the same time as any such notice shall be given by Lessor to Lessee, such copy to be addressed to Leasehold Mortgagee at the address last furnished to Lessor. Additionally, Lessor shall give a Leasehold Mortgagee written notice of any rejection of this Lease in bankruptcy proceedings. Lessor shall not serve a notice of cancellation or termination on Lessee unless a copy of any prior notice of default shall have been given to Leasehold Mortgagee and the time for the curing of such default pursuant to Section 7.3D. shall have expired without the same having been cured, and no such notice of default shall be effective as to such Leasehold Mortgagee not receiving actual notice thereof. Lessor agrees to notify a Leasehold Mortgagee in writing of the failure of Lessee to cure a default within any applicable grace period and of the curing of any default by Lessee, and the Leasehold Mortgagee shall have the additional cure periods pursuant to Section 7.3D. The performance by a Leasehold Mortgagee of any condition or agreement on the part of Lessee to be performed hereunder will be deemed to have been performed with the same force and effect as though performed by Lessee.

D. Right to Cure. Lessor will accept performance by a Leasehold Mortgagee within the following periods of any obligation to be performed by Lessee under this Lease, with the same force and effect as though timely performed by Lessee:

(i) As to any Rent and other sums payable hereunder, within ten (10) days after written notice from Lessor that Lessee has not cured such default within the period provided in Section 17.1.

(ii) As to all other Events of Default, within ten (10) days after written notice from Lessor that Lessee has not cured within the applicable period provided in Section 17.1, or, if within such additional ten (10) day period such Event of Default cannot be cured, to commence to so cure within such ten (10) day period and diligently and continuously proceed therewith to completion. In addition, in those instances that reasonably require any Leasehold Mortgagee to be in possession of the Leased Premises to cure any Event of Default by Lessee, the time allowed any Leasehold Mortgagee to cure any Event of Default by Lessee shall be deemed extended to include the reasonable period of time required by any Leasehold Mortgagee to obtain such possession of the Leased Premises with due diligence, and in those instances in which any Leasehold Mortgagee is prohibited by any process or injunction or any

bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the time herein allowed any Leasehold Mortgagee to prosecute such foreclosure or other proceeding shall be extended for the period of such prohibition; provided that, in either such instance, such Leasehold Mortgagee makes payments of Rent and any other monetary payments to Lessor in accordance with the terms and within the time frames set forth in this Lease.

(iii) As to any Event of Default with respect to which a Leasehold Mortgagee is without the legal power to cure by payment or performance, a Leasehold Mortgagee shall have ten (10) days after receipt of written notice from Lessor of such Event of Default within which to give Lessor written notice that the Leasehold Mortgagee or a wholly owned subsidiary or affiliate of the Leasehold Mortgagee elects to become the Lessee under this Lease in the place and stead of Lessee on all the terms, covenants, and conditions provided in this Lease and shall pay to Lessor all expenses and reasonable attorney fees incurred by Lessor in connection with such Event of Default.

E. Exercise of Remedies. In the event of any Event of Default by Lessee, and if, before the expiration of the applicable grace period specified in Section 7.3D., a Leasehold Mortgagee gives Lessor written notice that it intends to undertake the curing of such Event of Default, or to cause the same to be cured, or to exercise its rights to acquire the leasehold interest of Lessee by foreclosure or otherwise, and immediately commences and then proceeds with all due diligence to do so, whether by performance on behalf of Lessee of its obligations under this Lease, or by entry on the Leased Premises by foreclosure or otherwise, then Lessor shall not exercise its right to terminate this Lease during the time that the Leasehold Mortgagee shall require to complete its remedies under its Leasehold Mortgage; provided, however:

(i) that Leasehold Mortgagee proceeds, promptly and with due diligence, to exercise the remedies under its Leasehold Mortgage and thereafter prosecutes and completes the same with all due diligence; and

(ii) that Leasehold Mortgagee shall pay to Lessor the Rent and all other charges required to be paid by Lessee hereunder that have accrued and those that shall become due and payable during such period.

On the completion of any foreclosure proceedings or acquisition of Lessee's interest in this Lease by Leasehold Mortgagee, any default not susceptible of being cured by Leasehold Mortgagee shall be deemed waived by Lessor as to Leasehold Mortgagee, any purchaser at a foreclosure sale, and their respective successors and assigns.

F. Cancellation. Subject to a Leasehold Mortgagee's rights pursuant to Sections 7.3D. - 7.3E., Lessor shall also be obligated to give any notice of cancellation and termination to a Leasehold Mortgagee, simultaneously with such notice given to Lessee. No such notice to Lessee shall be effective with respect to termination of this Lease unless a Leasehold Mortgagee shall also have been so notified. A Leasehold Mortgagee shall then have the right to notify Lessor in writing, within twenty (20) days after receipt by the Leasehold Mortgagee of such notice of cancellation and termination, that (a) the Leasehold Mortgagee, or any designee or nominee that the Leasehold Mortgagee may designate or name in such notice (provided such designee or nominee is experienced in the operation of properties similar to the Leased Premises or has retained a property manager for the Leased Premises that has such experience and qualifications) ("Approved Nominee"), elects to lease the Leased Premises from the date of termination of this Lease for the remainder of the Term of this Lease, at the Rent and other charges herein reserved and otherwise on the same terms, covenants, and conditions as are set forth in this Lease, with the same relative priority in time and in right as this Lease (to the extent possible), and having the benefit of and vesting in Leasehold Mortgagee, or the

Approved Nominee, of all the rights, title, interest, powers, and privileges of the Lessee hereunder ("New Lease"); and (b) the Leasehold Mortgagee or the Approved Nominee further obligates itself (and, in fact, does) within twenty (20) days after delivery to Lessor of such election to:

(i) cure the Event of Default on which such termination was based or, with respect to any Event of Default not capable of being cured within such twenty (20) day period or which cannot be cured without entry into possession, proceed and effect cure with due diligence following delivery of possession;

(ii) pay to Lessor all Rent and other sums due under this Lease up to and including the date of commencement of the term of such New Lease less any net rental income received by Lessor for such period; and

(iii) pay to Lessor all expenses and reasonable attorney fees incurred by Lessor in connection with any such default and the preparation, execution, and delivery of such New Lease.

G. New Lease Terms. After cancellation and termination of this Lease and on compliance with the provisions of Section 7.3F. by a Leasehold Mortgagee, or the approved nominee, Lessor shall execute and deliver such New Lease to the Leasehold Mortgagee or the Approved Nominee, within a reasonable amount of time but not to exceed six (6) months in time so long as circumstances do not exist that are beyond the control of the District that prevent the District from delivering such New Lease within the time period provided herein, having the same relative priority in time and right as this Lease (to the extent possible) and having the benefit of all of the right, title, interest, powers, and privileges of Lessee under this Lease in and to the Leased Premises. A reasonable amount of additional time shall be permitted in the event that circumstances exist beyond the control of the District preventing District from delivering the New Lease within the requisite time period.

H. Transfer After Foreclosure. This Lease may be transferred, without the prior consent of Lessor, to the Leasehold Mortgagee or an affiliate thereof, pursuant to foreclosure or similar proceedings, or pursuant to a Transfer of this Lease to such Leasehold Mortgagee (or affiliate) in lieu thereof, and thereafter may be transferred by such Leasehold Mortgagee (or its affiliate), to a third-party transferee who satisfies all of the following conditions: (1) the third-party transferee shall continue to operate and use the leased premises for the same uses and purposes as described in this Lease; (2) the third-party transferee shall possess the level of experience reasonably necessary for operating properties and facilities similar to the Leased Premises; (3) the third-party transferee shall have the financial stability, resources and ability to continue to operate the Leased Premises for the duration of the Lease in the manner agreed upon between the Lessor and Lessee; (4) the Leasehold Mortgagee or an affiliate, as transferor, shall provide prior notice of a prospective transfer to a third-party transferee and obtain confirmation from the District that the proposed third-party transferee satisfies these conditions. Confirmation by the District can be provided by the Lease administrator. Immediately upon completion of a transfer, Leasehold Mortgagee shall submit the transfer documents to the District. Any Leasehold Mortgagee (or its affiliate) shall be liable to perform the obligations herein imposed on Lessee only for and during the period it is in possession or ownership of the leasehold estate created hereby. In no event shall any Leasehold Mortgagee (or its affiliate) be (a) liable for, any prior act or omission of Lessee unless and to the extent such act or omission is continuing following the foreclosure or other transfer, or (b) subject to any offsets or defenses that Lessor may have against Lessee, provided the Leasehold Mortgagee's (or its affiliate) acts or omissions are not contributing factors to the continuation of the acts or omissions and that Lessor's right under the Lease are not adversely impacted.

I. No Modifications. Lessor and Lessee mutually agree that as long as there exists an unpaid Leasehold Mortgage on the leasehold estate of Lessee, this Lease or any renewal thereof shall not be modified, amended, or altered in a manner that would materially decrease the value of the leasehold interest, such as a decrease in the Leased Premises, a decrease in the rental amount due by Lessee or a shortened Lease term period, and Lessor shall not accept a surrender of the Leased Premises or a cancellation of this Lease (provided a Leasehold Mortgagee remedies any Event of Default as provided in this Section 7.3 before the expiration or sooner termination thereof), with at least ten (10) days' prior written notice to Leasehold Mortgagee.

J. No Merger. As long as any debt secured by a Leasehold Mortgage on the leasehold created by this Lease shall remain unpaid, unless a Leasehold Mortgagee shall otherwise consent in writing, the fee title to the Leased Premises and the leasehold estate in the Leased Premises shall not merge but shall always be kept as separate estates, notwithstanding the union of such estates either in Lessor or in Lessee or in a third party by purchase or otherwise.

K. Estoppel Certificate. Lessor agrees for the benefit of any Leasehold Mortgagee that at any time, and from time to time, but not more frequently than every twelve (12) months, on not less than twenty (20) days' prior notice from Lessee or from a Leasehold Mortgagee, to deliver a certificate to Lessee and to the Leasehold Mortgagee stating that this Lease is unmodified (or, if there have been modifications, setting them forth) and in full force and effect, the dates to which Rent and other charges have been paid, and that either Lessee is not in default in the performance of any of the terms or provisions of this Lease or, if there are defaults, specifying the nature thereof with sufficient particularity that Lessee and the Leasehold Mortgagee will know the nature of the acts that must be performed and the amounts of the payments that must be made to cure any such defaults, it being agreed that any such certificate delivered pursuant to this Section 7.3K may be relied on by any prospective assignee of Lessee's interest in this Lease or by any Leasehold Mortgagee or prospective Leasehold Mortgagee.

L. Assignment of Revenue. Lessor consents to a provision in any Leasehold Mortgage or otherwise for an assignment of rents and income from subleases or other revenue from the Leased Premises to the Leasehold Mortgagee, effective on any conditions defined under such Leasehold Mortgage.

M. Consent of Lessor Not Required. As it relates to a Leasehold Mortgagee (or its affiliate) in acting to foreclose or effect the foreclosure of a Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in any Leasehold Mortgage, or any conveyance of the leasehold estate created hereby from Lessee to any Leasehold Mortgagee or its affiliate through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not breach any provision of or constitute an Event of Default under this Lease, and on such foreclosure, sale, or conveyance, Lessor shall recognize any Leasehold Mortgagee or such affiliate or designee of any Leasehold Mortgagee, or any purchaser at such foreclosure sale, as Lessee hereunder.

N. No Conflict. In the event of a default under a Leasehold Mortgage, such Leasehold Mortgagee may exercise with respect to the Leased Premises any right, power, or remedy under the Leasehold Mortgage that is not in conflict with the provisions of this Lease.

O. Amendments. Lessor shall not unreasonably withhold its consent to any amendments to this Lease that are reasonably requested by a Leasehold Mortgagee; provided, however, that Lessor may, in its sole and absolute discretion, refuse to consent to any proposed

Subject: First Amendment of Amended & Restated Southerly Blythe Marina Lease/Sublease
Parties: Riverside County Regional Park & Open Space District and Reynolds Resorts-Blythe, LLC
Address: 500 Riviera Dr, Blythe, CA 92225

amendments to the description of the Leased Premises, or Substituted Parking, Term, Rent, or any other amendments that would materially change the rights of Lessor under this Lease.

Section 2. Except as amended or modified herein, all the terms of the Original Lease shall remain in full force and effect and shall apply with the same force and effect. Lessor shall not be bound by this 1st Amendment until Lessor has executed and delivered this 1st Amendment to Lessee, notwithstanding Lessee's execution and delivery of this 1st Amendment to Lessor. Time is of the essence in this 1st Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as the conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this 1st Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Lessee.

IN WITNESS WHEREOF, the parties have executed this 1st Amendment as of the date first written above.

LESSEE:
REYNOLDS RESORTS-BLYTHE, LLC,
a California limited liability company

By: Thomas Reynolds
Thomas Reynolds
Its: MANAGING MEMBER

By: Christine Johnson
Christine Johnson
Its: managing member

LESSOR:
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE
DISTRICT, a park and open-space district

By: Kevin Jeffries
Kevin Jeffries
Chairman, Board of Directors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel



Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.
3/11/15 Date Initial

SCOTT BANGLE
KYLA BROWN
KEITH HERRON
BRANDE HUNE

Parks Director/General Manager
Chief - Parks & Recreation
Chief - Resources & Planning
Chief - Business Operations

Riverside County Regional Park and Open-Space District

NOTICE OF EXEMPTION

TO: ☐ Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044
☒ County of Riverside County Clerk

FROM: Riverside County Regional Park and
☒ Open Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Project Title/Case No.: Amendment to Original Lease to provide for certain terms and conditions concerning leasehold financing by the Lessee for the duration of the Lease.

Project Location: Riverside County, Southerly Blythe Marina Campground is located south of Interstate 10 and the other two Parcels, collectively referenced as the Blythe Mobilehome Estates property are located north of interstate 10 (APNs 833-290-006 and 869-230-012).

Project Description: The Riverside County Regional Park & Open-Space District ("District"), as lessor, and Reynolds Resorts-Blythe, LLC, a California limited liability company, as Lessee, entered into that certain Amended and Restated Southerly Blythe Marina Lease/Sublease dated July 1, 2014, ("Original Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor that certain property described in said Original Lease for a term commencing on July 1, 2014. District and Lessee desire to amend the Original Lease to provide for certain terms and conditions concerning leasehold financing by the Lessee for the duration of this Lease. The Assessor's Parcel Number is 833-290-006 and 869-230-012 located north and south of I-10 in Blythe, California.

Name of Public Agency Approving Project: Riverside County Regional Park and Open-Space District

Project Applicant & Address: Riverside County Regional Park and Open-Space District, 4600 Crestmore Road, Jurupa Valley, CA 92509

Exempt Status: (Check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268)
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))
☐ Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
☒ Categorical Exemption (Section 15301 Class 1 leasing of existing facilities and 15061 (b)3 activity is seen with certainty that there is no possibility of significant effect)
☐ Statutory Exemption ()
☐ Other: _____

Reasons why project is exempt: The project is exempt from the provisions of CEQA specifically by CEQA Guidelines Section 15301 Class 1 consists of leasing existing facility with no expansion and Section 15061 (b)3 where the activity can be seen with certainty that there is no possibility of significant effect on the environment. The proposal will not add additional square footage and the replacement or reconstruction of existing facilities involving negligible or no expansion of capacity.

Scott Bangle, General Manager

951-955-4398

Phone Number

County Contact Person

General Manager

Title

2/24/15
Date

Date Received for Filing and Posting at OPR: _____

For County Clerk's Use Only

MAR 10 2015

13-11D