

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



**ITEM: 3.12  
(ID # 21287)**

**MEETING DATE:**  
Tuesday, March 28, 2023


**FROM :** FACILITIES MANAGEMENT AND OFFICE OF ECONOMIC DEVELOPMENT :


**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE) AND OFFICE OF ECONOMIC DEVELOPMENT: Approval of Ground Lease Agreement with Tenacity, LLC, a California Limited Liability Company, 49 year term, CEQA Exempt per State CEQA Guidelines Section 15301 and 15061(b)(3), District 4. [\$49 - 100%-County Service Area 36 Idyllwild Fund 23375] (Clerk to file Notice of Exemption)

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and Section 15061 (b)(3), "Common Sense" Exemption;
2. Approve the attached Ground Lease Agreement with Tenacity, LLC and authorize the Chair of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

**ACTION:Policy**

  
Rose Salgado, Director of Facilities Management 3/14/2023


  
Robert Moran 3/15/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: March 28, 2023  
xc: FM, O.E.D., Recorder

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1	\$1	\$49	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100%-County Service Area 36 Idyllwild Fund 23375			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 - 71/72	

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

**BACKGROUND:**

**Summary**

The Office of Economic Development, in an effort to provide an alternate accommodation and accelerate the recovery of travel, tourism and outdoor recreation, will install a public restroom facility at 54385 N. Circle Dr., Idyllwild-Pine Cove, CA 92549. The project will include acquisition and installation of a prefabricated restroom facility with two (2) American with Disabilities Act (ADA) accessible restrooms, site work, and utility connections ("Project").

Tenacity, LLC, the property owner, has agreed to provide a ground lease to the County for this project, and ongoing maintenance of the facility will be included within an existing operating agreement with the San Jacinto Mountain Community Center, Inc., a California non-profit corporation, doing business as Idyllwild Community Center (ICC). The County proposes a forty-nine (49) year ground lease from Tenacity, LLC for the Project ("Lease"). Upon expiration of the tenancy without a lease extension, County will remove the Project improvements from the premises.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the Lease, is the continuation of the letting of property involving existing facilities with no significant physical changes, and no expansion of an existing use occurring.

The Lease is summarized below:

Lessee                      Tenacity, LLC, a California limited liability company  
                                     PO Box 243  
                                     Idyllwild, CA 92549

Premises Location:    54385 N. Circle Drive (Portion)  
                                     Idyllwild, CA 92549

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

Size: 441 sq. ft.

Term: Forty-nine (49) Years

Rent: One Dollar (\$1) yearly

Utilities: County shall provide and pay for all utilities.

Maintenance: ICC shall provide and pay for all maintenance services.

Custodial: ICC shall provide and pay for custodial services.

The attached Ground Lease Agreement has been reviewed and approved by County Counsel as to form.

**Impact on Residents and Business**

The proposed funding is expected to enhance the overall welfare of the community through a centralized and ADA accessible public restroom, increasing accessibility and tourist activity to the community of Idyllwild. Tourism affects most sectors of the economy and contributes to sales and transient occupancy tax revenues, jobs, and income.

**Additional Fiscal Information**

The Lease and the costs of the utilities will be paid with County Service Area 36 Idyllwild Fund 23375.

**Contract History and Price Reasonableness**

This is a forty-nine (49) year term.


**ATTACHMENTS:**

- Ground Lease Agreement
- Notice of Exemption
- Aerial Image

CAO:sc/02162023/443ED/30.809

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 3/16/2023

**Riverside County**  
**Facilities Management**  
3450 14<sup>th</sup> Street, Riverside, CA 92501

<small>FOR COUNTY CLERK USE ONLY</small>		
<b>FILED / POSTED</b>		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202300340		
03/29/2023 10:40 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

**NOTICE OF EXEMPTION**

February 16, 2023

**Project Name:** Riverside County Approval of Ground Lease Agreement with Tenacity, LLC, Idyllwild

**Project Number:** FM0411900443

**Project Location:** 54385 North Circle Drive, east of Village Center Drive, Idyllwild-Pine Cove, California 92549, Assessor's Parcel Number (APN) 563-292-003

**Description of Project:** The Riverside County Office of Economic Development, in an effort to provide ADA public access to restroom facilities and encourage travel, tourism and outdoor recreation in the San Jacinto Mountains; installed a public restroom facility at 54385 North Circle Drive, Idyllwild-Pine Cove, CA 92549. The scope included acquisition and installation of a prefabricated restroom facility with two American with Disabilities Act (ADA) accessible restrooms, site work, and utility connections. A private property owner has agreed to provide a ground lease at an existing commercial center to the County for the project, and ongoing maintenance of the facility will be included within an existing operating agreement with the San Jacinto Mountain Community Center, Inc., doing business as Idyllwild Community Center (ICC). The Ground Lease Agreement for the maintenance and operation of the restrooms for public use is identified as the project under the California Environmental Quality Act (CEQA). No direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

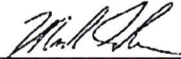
**Exempt Status** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**Reasons Why Project is Exempt:** The proposed project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the operation and maintenance of the restrooms for public use in the Idyllwild community.

MAR 28 2023 3,12

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical 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 limited to the approval of a Ground Lease Agreement for the operation and maintenance of the restrooms for public use. The project is within the footprint of a commercial center in the developed portion of the Idyllwild community and would not substantially increase or expand the use of the site; use is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The restroom facility was found to be previously exempt under CEQA under Sections 15303, 15311, and 15061 by the County Board of Supervisors on May 10, 2022 as the construction of a small 210 square-foot prefabricated restroom facility is an appurtenant facility to serve the existing outdoor recreational uses within the community and can adequately be served by all utilities and public services. The current Ground Lease Agreement is limited to the selection of an operator who will maintain the facility. No impacts beyond the ongoing, existing use of the site would occur. 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 hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 2-16-2023

Mike Sullivan, Senior Environmental Planner  
County of Riverside

1 **GROUND LEASE AGREEMENT**  
2 **(54385 N. Circle Drive, Idyllwild,**  
3 **Idyllwild Public Restroom)**

4  
5 This Ground Lease Agreement ("Lease") is entered into as of the 28<sup>th</sup> day of  
6 March, 2023 by and between Tenacity, LLC, a California limited liability  
7 company, hereinafter referred to as "Lessor," and the County of Riverside, a political  
8 subdivision of the State of California, hereinafter referred to as "County". Lessor and  
9 County are hereinafter collectively referred to as the "Parties" or individually as a  
10 "Party."

11 **1. Recitals.**

12 (a) Whereas, Lessor is the owner of the certain real property located at  
13 54385 N. Circle Drive in Idyllwild, County of Riverside, California, identified as  
14 Assessor's Parcel Number 563-292-003 ("Property").

15 (b) Whereas, Lessor agrees to lease ground space to the County for the  
16 purpose of constructing a two-unit, public, ADA-compliant, and winterized restroom  
17 facility.

18 (c) Whereas, County will install its own water meter, sewer connection and  
19 electricity at the County's sole cost.

20 (d) Whereas, San Jacinto Mountain Community Center, a California non-  
21 profit corporation, dba Idyllwild Community Center ("ICC"), will provide maintenance of  
22 the restrooms. If at any point ICC is unable to continue the maintenance of the  
23 restrooms for any reason, the County would assume and guarantee the maintenance  
24 responsibility and costs.

25 **2. Description.** The leased premises consists of approximately 441 square feet  
26 on a portion of the Property legal described in Exhibit "A" and particularly shown on  
27 Exhibit "B," attached hereto and incorporated herein ("Premises").  
28

1       **3. Use.** The Premises is hereby leased to the County to provide County with real  
2 property upon which to construct, or cause to be constructed, restrooms for the public.  
3 Construction of the restrooms shall be at the sole cost of the County.

4       **4. Term.**

5           (a) The term of this Lease shall be for a period of forty-nine (49) years,  
6 commencing on the Effective Date of this Lease. The "Effective Date" is the date the  
7 County executes this Lease.

8           (b) Any holding over by County after the expiration of said term shall be  
9 deemed a month-to-month tenancy upon the same terms and conditions of this Lease..

10       **5. Intentionally Deleted.**

11       **6. Rent.** The Rent for the Premises shall commence upon Effective Date of this  
12 Lease and shall be \$1.00 (One Dollar) for the term payable each year on the  
13 anniversary date of the Effective Date.

14       **7. Improvements.**

15           (a) The Parties agree that County may construct a new two-unit ADA-  
16 compliant and winterized restroom building. The complete building will cover  
17 approximately two hundred ten (210) square feet. Electric, water and sewer utilities will  
18 connect to the onsite facilities. The specifications for the project are set forth in Exhibit  
19 "C" attached hereto and incorporated herein ("Project").

20           (b) Title to all buildings, structures and improvements that now, or may from  
21 time to time constitute a part of the Project and Premises including, machinery,  
22 equipment and fixtures that are now, or may from time to time be, used, or intended to  
23 be used in connection with the Project and Premises shall be and remain with County  
24 until the termination of this Lease, at which time County shall remove all buildings,  
25 structures and improvements per Section 7(e) below. Any taxes assessed on the  
26 improvements shall be attributed to County.

1 (c) The "Project" is exempt from the provisions of CEQA specifically by  
2 CEQA Guidelines. A Notice of Exemption was filed on May 15, 2022 and is hereby  
3 attached hereto and incorporated herein as Exhibit "D".

4 (d) Future alterations, improvements or installation of fixtures to be  
5 undertaken by County on the Premises shall be subject to the prior written consent of  
6 the Lessor after County has submitted plans for any such proposed alterations,  
7 improvements or fixtures to Lessor in writing. Such consent shall not be unreasonably  
8 withheld by the Lessor.

9 (e) At the expiration of said term, or any sooner termination of this Lease,  
10 County shall and will peaceably and quietly quit and surrender the Premises to Lessor,  
11 or its agent or attorney, and in as good order as received by County, remove any  
12 improvements erected thereon, at the sole cost of the County.

13 **8. Utilities.** County shall apply any applicable connections and pay for all utility  
14 services, including but not limit to, electric, water and sewer services as may be  
15 required in the maintenance, operation and use of the Premises.

16 **9. Right of Access.** County shall have right of access to the Premises over the  
17 non-public dedicated roadways adjacent to the Property for the purpose of completing  
18 the onsite and offsite improvements to operate the facility during the term of this Lease.

19 **10. Cooperation.**

20 (a) Lessor shall cooperate with County and otherwise exercise its best efforts  
21 to assist County in expediting the processing of on-site and off-site improvements to be  
22 constructed upon, within or in connection with the Project and Premises.  
23 Notwithstanding anything to the contrary contained herein, nothing in this Lease shall  
24 be deemed to constitute a waiver by Lessor of its police powers. County acknowledges  
25 and agrees that it must comply with all government laws and regulations affecting  
26 development to the Premises.

27 (b) Any easements required by third parties for utilities to serve the Premises  
28 shall be submitted to Lessor, in writing, for its approval, which approval shall not be



1 unreasonably withheld. Any and all costs associated with the preparation and  
2 recordation of any such easements required by third parties shall be borne solely by  
3 County.

4 **11. Indemnification and Hold Harmless.** The County agrees to indemnify and  
5 hold harmless the Lessor to the extent authorized by Government Code Section  
6 14662.5 and agrees to repair or pay for any damage proximately caused by reason of  
7 the County's use of the Premises during the term of this Lease, except to the extent that  
8 any such damages suffered by Lessor are the result of Lessor's negligent or wrongful  
9 acts or the acts of any persons acting under or on behalf of the Lessor and/or where the  
10 County is found to have no liability by reason of any immunity arising by statute or  
11 common law in connection with the fulfillment of the County's constitutional and  
12 statutory public responsibilities. County shall defend at its sole cost and expense,  
13 including, but not limited to, attorney fees, cost of investigation, defense and settlements  
14 or awards, on behalf of the Lessor in any claim or action based upon such liability.

15 a. With respect to any action or claim subject to indemnification herein,  
16 County shall, at its sole cost, have the right to use counsel of its choice and shall have  
17 the right to adjust, settle, or compromise any such action or claim without the prior  
18 consent of Lessor; provided, however, that any such adjustment, settlement or  
19 compromise in no manner whatsoever limits or circumscribes County's obligation to  
20 indemnify as set forth herein.

21 b. In the event there is conflict between this clause and California Civil Code  
22 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
23 interpretation shall not relieve the indemnifying party's obligation to provide  
24 indemnification to the fullest extent allowed by law.

25 **12. Insurance.**

26 **12.1 County's Insurance.** County maintains funded programs of Self-  
27 Insurance. County shall provide to Lessor a Certificate of Self-Insurance evidencing the  
28

1 County's Self-Insurance for the following coverage, if so requested by Lessor as  
2 follows:

3	Workers' Compensation	\$1,000,000 per occurrence
4	Commercial General Liability	\$2,000,000 per occurrence
5	Automobile Liability	\$1,000,000 per occurrence

6  
7 **13. Notices.** Any notices required or desired to be served by either party upon the  
8 other shall be addressed to the respective parties as set forth below:

9	Lessor:	County:
10	Tenacity, LLC	County of Riverside – Facilities Management
11	PO Box 243	Real Estate Department
12	Idyllwild, CA 92549	3450 14 <sup>th</sup> Street, Suite 200
		Riverside, CA 92501
		951-955-4820

13 **14. Quiet Enjoyment.** Lessor covenants that County shall at all times during the  
14 term of this Lease peaceable and quietly have, hold and enjoy the use of the Premises  
15 so long as County shall fully and faithfully perform the terms and conditions that it is  
16 required to do under this Lease.

17 **15. Binding on Successors.** The terms and conditions herein contained shall  
18 apply to and bind the heirs, successors in interest, executors, administrators,  
19 representatives and assigns of all the parties hereto.

20 **16. Severability.** The invalidity of any provision in the Lease as determined by  
21 court of competent jurisdiction shall in no way affect the validity of any other provision  
22 hereof.

23 **17. Venue.** Any action at law or in equity brought by either of the parties hereto for  
24 the purpose of enforcing a right or rights provided for by this Lease shall be tried in a  
25 court of competent jurisdiction in the County of Riverside, State of California, and the  
26 parties hereto waive all provisions of law providing for a change of venue in such  
27 proceedings to any other county.  
28

1       **18. Entire Lease.** This Lease is intended by the parties hereto as a final  
2 expression of their understanding with respect to the subject matter hereof and as a  
3 complete and exclusive statement of the terms and conditions thereof and supersedes  
4 any and all prior and contemporaneous leases, agreements and understandings, oral  
5 or written, in connection therewith. This Lease may be changed or modified only upon  
6 the written consent of the parties hereto.

7       **19. Language for Use of Electronic (Digital) Signatures.** This Agreement may  
8 be executed in any number of counterparts, each of which will be an original, but all of  
9 which together will constitute one instrument. Each party of this Agreement agrees to  
10 the use of electronic signatures, such as digital signatures that meet the requirements  
11 of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§  
12 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the  
13 electronic signatures of the parties included in this Agreement are intended to  
14 authenticate this writing and to have the same force and effect as manual signatures.  
15 Electronic signature means an electronic sound, symbol, or process attached to or  
16 logically associated with an electronic record and executed or adopted by a person  
17 with the intent to sign the electronic record pursuant to the CUETA as amended from  
18 time to time. The CUETA authorizes use of an electronic signature for transactions and  
19 contracts among parties in California, including a government agency. Digital signature  
20 means an electronic identifier, created by computer, intended by the party using it to  
21 have the same force and effect as the use of a manual signature, and shall be  
22 reasonably relied upon by the parties. For purposes of this section, a digital signature  
23 is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the  
24 Civil Code.

25       **20.** This Lease shall not be binding or consummated until its approval by the  
26 County Board of Supervisors.

(SIGNATURES ON FOLLOWING PAGE)


27  
28

1 In Witness Whereof, the Parties have executed this Lease as of the date first  
written above.

2 Dated: 2/12/2023


3  
4 COUNTY:

5 COUNTY OF RIVERSIDE, a political  
6 subdivision of the State of California

7   
8 By: \_\_\_\_\_  
9 Kevin Jeffries, Chair  
Board of Supervisors

LESSOR:

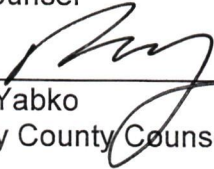
Tenacity, LLC, a California  
Limited Liability Company

10  
11 By:  \_\_\_\_\_  
12 Name: SHANE STEWART  
13 Its: MAIN MEMBER

14 ATTEST:  
15 Kimberly Rector  
16 Clerk of the Board

17   
18 By: \_\_\_\_\_  
19 Deputy

20 APPROVED AS TO FORM:  
21 Minh C. Tran  
22 County Counsel

23   
24 By: \_\_\_\_\_  
25 Ryan Yabko  
26 Deputy County Counsel

27  
28  
CAO:ap/02092023/443ED/30.809

MAR 28 2023 3.12

# EXHIBIT "A"

## LEGAL DESCRIPTION

A GROUND LEASE FOR THE PURPOSES OF PUBLIC RESTROOM USE AND ACCESS ON, OVER, AND ACROSS THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHERLY MOST CORNER OF PARCEL 1, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 43, PAGE 51 OF THE RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY OF NORTH CIRCLE DRIVE (FORMERLY CIRCLE DRIVE);

**THENCE** NORTH 50°33'15" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTH CIRCLE DRIVE, A DISTANCE OF 56.00 FEET TO THE **POINT OF BEGINNING**;

**THENCE** NORTH 50°33'15" EAST, CONTINUING ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTH CIRCLE DRIVE, A DISTANCE OF 22.00 FEET;

**THENCE** SOUTH 39°26'45" EAST, A DISTANCE OF 25.00 FEET, TO A LINE PARALLEL WITH AND 25.00 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTH CIRCLE DRIVE;

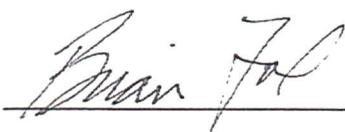
**THENCE** ALONG SAID PARALLEL LINE, SOUTH 50°33'15" WEST, A DISTANCE OF 22.00 FEET;

**THENCE** NORTH 39°26'45" WEST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 550 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION.



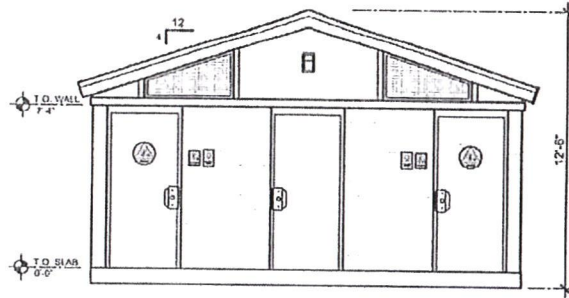
BRIAN D. FOX  
PROFESSIONAL LAND SURVEYOR NO. 7171

12/20/2022  
DATE



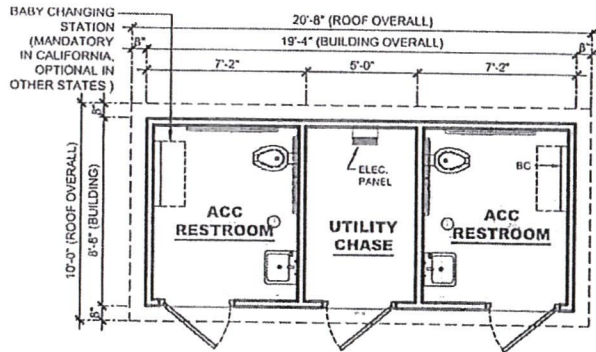
SHEET 1 OF 1 SHEETS

# Exhibit C



## ELEVATION

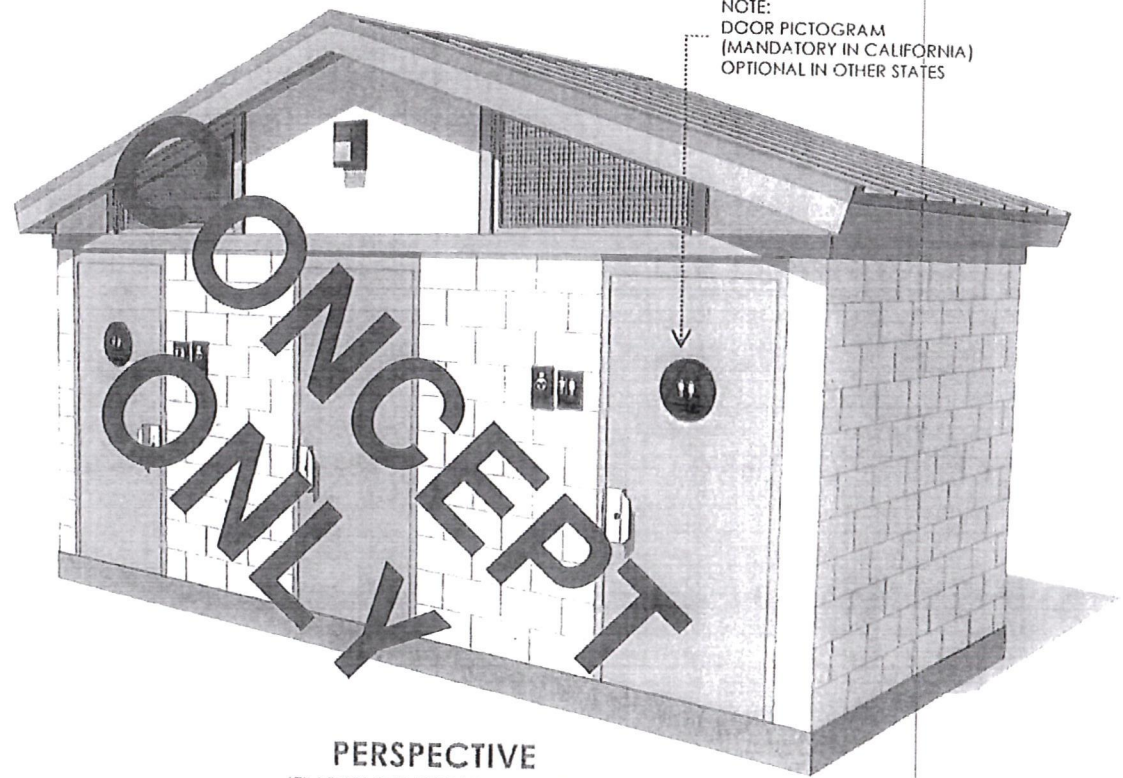
SCALE: 1/8"=1'0"



## FLOOR PLAN

SCALE: 1/8"=1'0"

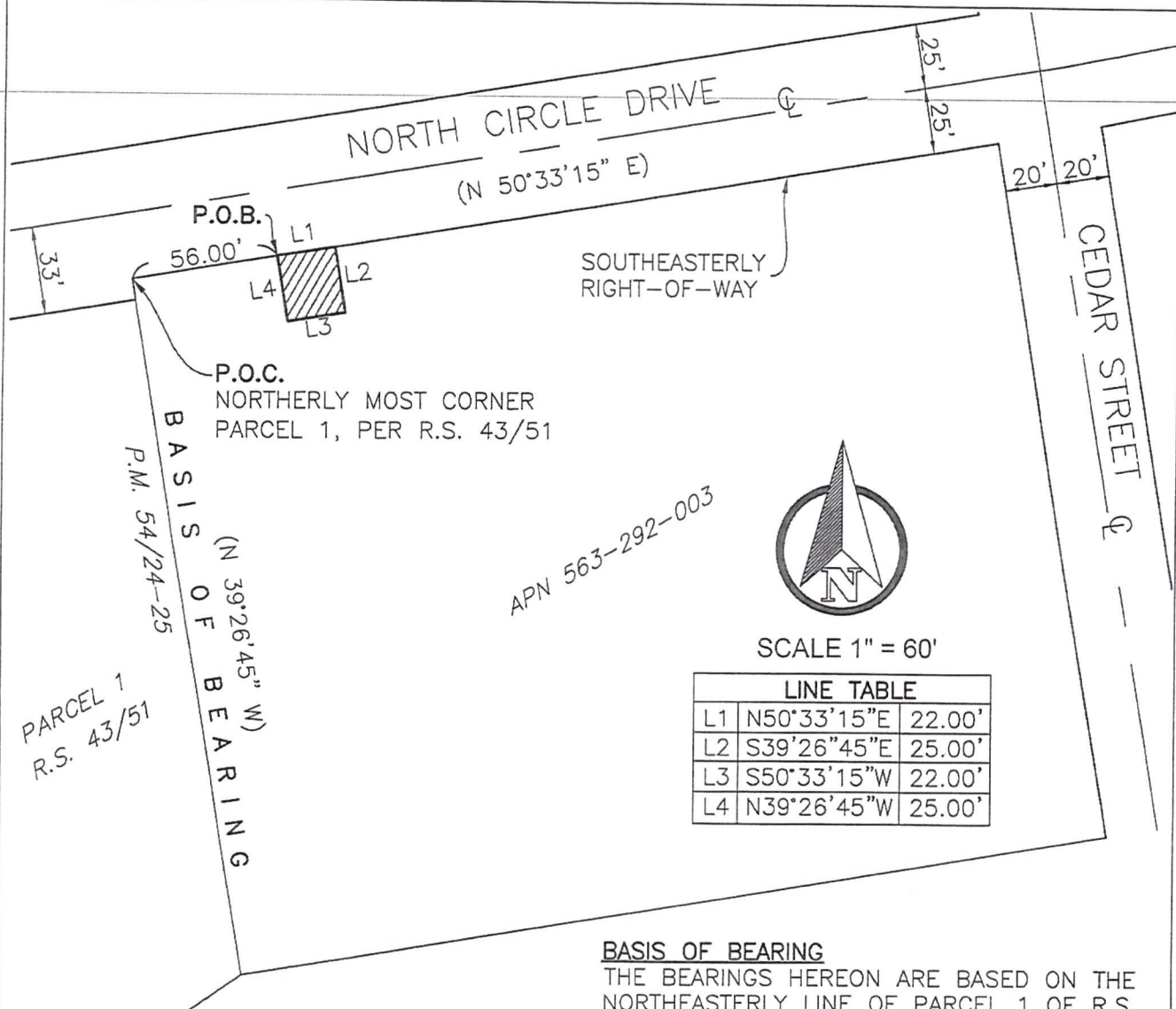
NOTE: STAINLESS FIXTURES



## PERSPECTIVE

(FINISHES SUBJECT TO CHANGE)

# EXHIBIT "B"



APN 563-292-003



SCALE 1" = 60'

LINE TABLE		
L1	N50°33'15"E	22.00'
L2	S39°26'45"E	25.00'
L3	S50°33'15"W	22.00'
L4	N39°26'45"W	25.00'

PARCEL 1  
R.S. 43/51

BASIS OF BEARING  
(N 39°26'45" W)  
P.M. 54/24-25

**BASIS OF BEARING**

THE BEARINGS HEREON ARE BASED ON THE NORTHEASTERLY LINE OF PARCEL 1 OF R.S. 43/51, BEING NORTH 39°26'45" WEST.

**PROPERTY DESCRIPTION**

BEING A PORTION OF THE SOUTHEAST 1/4 OF SEC. 7, T. 5 S., R. 3 E., S.B.M.

**LEGEND**

INDICATES PUBLIC RESTROOM  
GROUND LEASE 550 SQ FT ±

( ) INDICATES RECORD DATA PER R.S. 43/51

PREPARED BY ME, OR UNDER MY DIRECTION.

*Brian Fox*

BRIAN D. FOX  
PROFESSIONAL LAND SURVEYOR NO. 7171



12/20/2022  
DATE

54385 N. CIRCLE DRIVE  
IDYLLWILD, CA 92549  
ADDRESS

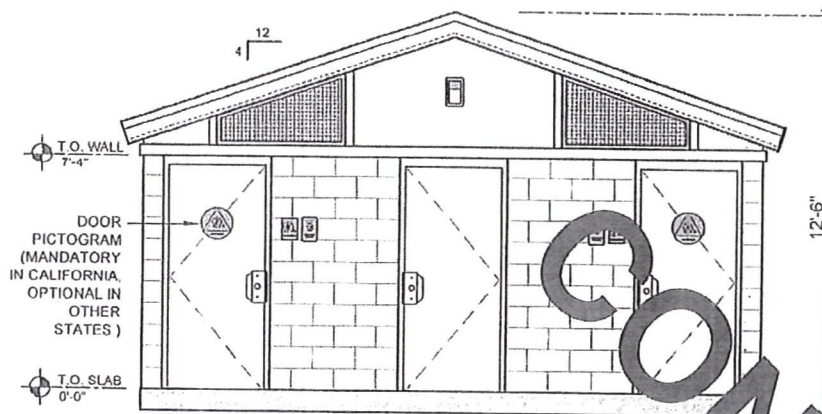
APN: 563-290-003

PREPARED BY:



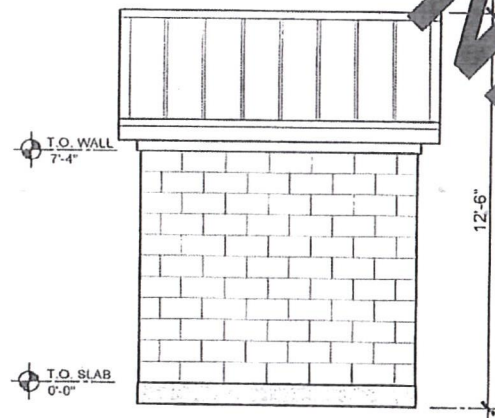
CIVIL / STRUCTURAL ENGINEERS  
MUNICIPAL CONSULTANTS /  
PLANNERS SURVEYORS / GPS  
151 SOUTH GIRARD STREET  
HEMET, CA 92544  
TEL (951) 652-4454  
FAX (951) 766-8942  
E-MAIL bfox@kbczad.com

SHEET 1 OF 1 SHEETS



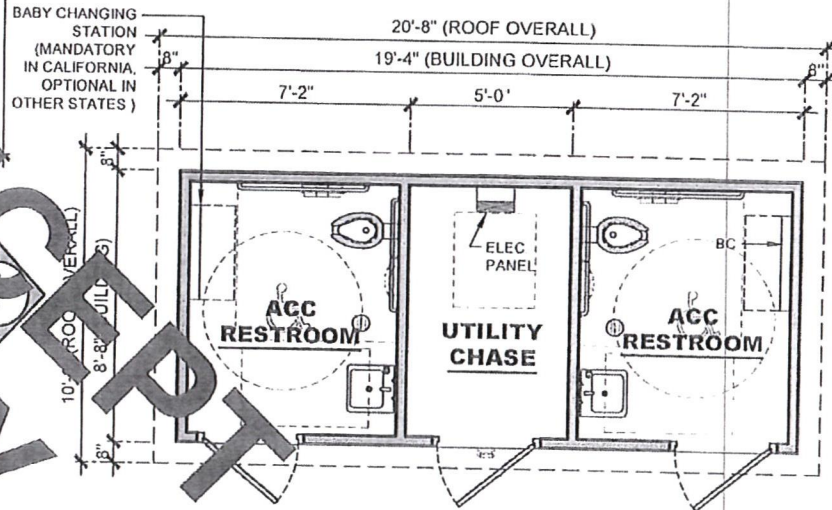
**ELEVATION 1**

SCALE: 3/16"=1'-0"



**ELEVATION 2**

SCALE: 3/16"=1'-0"



**FLOOR PLAN**

SCALE: 3/16"=1'-0"

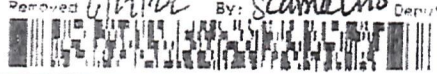
W/ STAINLESS STEEL FIXTURE

CONCEPT  
ONLY



Exhibit D

Riverside County  
Office of Economic Development  
3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY	
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Peter Aldana	
Assessor-County Clerk-Recorder	
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Page 1 of 3	
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NOTICE OF EXEMPTION

April 7, 2022

**Project Name:** Riverside County Idyllwild Restrooms Project

**Project Number:** 18805

**Project Location:** 54321 North Circle Drive, east of Village Center Drive Drive, Idyllwild, Assessor's Parcel Number (APN) 563-292-003

**Description of Project:** The Riverside County Office of Economic Development's mission is to elevate the economic position of the county and foster economic vitality, encourage business growth, build a positive business climate, preserve, and enhance neighborhoods, improve the quality of life, provide, and promote cultural and learning opportunities for all.

The unincorporated community of Idyllwild, known for its world-renowned music and arts instruction, natural scenic beauty, and downtown historic district, has been one of the gems of Riverside County since the late-19th century. Idyllwild's primary economic driver is tourism, and due to the recent Covid-19 pandemic, there has been an enhanced push to increase tourism and access (including public restrooms) to this town and local businesses. On June 28, 2011, the Board adopted Resolution No. 2011-178 establishing the Idyllwild Historic District, initiated with the concern for Americans with Disabilities Act (ADA) compliance within Idyllwild and the desire to protect the historical significance and resources of the community. While public accommodation under ADA is required in most cases, generally if there are significant barriers to making these accommodations and such compliance may threaten or destroy historical significance, alternative accommodations should be reviewed and enacted when possible.

The Office of Economic Development, in an effort to provide ADA public access to restroom facilities and encourage travel, tourism and outdoor recreation; will install a public restroom facility at 54321 North Circle Drive, Idyllwild-Pine Cove, CA 92549. The project will include acquisition and installation of a prefabricated restroom facility with two American with Disabilities Act (ADA) accessible restrooms, site work, and utility connections. A private property owner has agreed to provide a ground lease at an existing commercial center to the County for the project, and ongoing maintenance of the facility will be included within an existing operating agreement with the San Jacinto Mountain Community Center, Inc., doing business as Idyllwild Community Center (ICC). The installation of the prefabricated restrooms for public use is identified as the project under the California Environmental Quality Act (CEQA). No direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

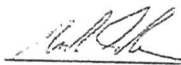
**Name of Person or Agency Carrying Out Project:** Riverside County Office of Economic Development

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15303 New Construction or Conversion of Small Structures Exemption; 15311 Accessory Structures Exemption, and Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, 15303, and 15311.

**Reasons Why Project is Exempt:** The proposed project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the installation of the prefabricated restrooms for public use in the Idyllwild community.

- **Section 15303 (c) – New Construction or Conversion of Small Structures:** This Class 3 exemption includes the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure. Under (c), a store, motel, office, restaurant, or similar structure and not exceeding 10,000 square feet in floor area on sites zoned for such use is exempt if not involving the use of significant amounts of hazardous substances where public services and facilities are available, and the surrounding area is not environmentally sensitive. The project would result in the installation of a new 210 square-foot prefabricated restroom within the footprint of a commercial center in the developed portion of the Idyllwild community. The location is under 10,000 square feet, and consistent with the zoning. The operation of the restrooms would not result in the use of a significant amount of hazardous substances and would provide public services at the facility. The location is on the periphery of a commercial center site that has existing utilities and does not contain environmentally sensitive areas. Therefore, the project is exempt as the project meets the scope and intent of the Categorical Exemption identified in Section 15303, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15311 – Class 11 Accessory Structure Exemption:** This Class 11 categorical exemption includes the construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. The project, as proposed, includes the construction of a 210 square-foot prefabricated restroom facility to serve the existing outdoor recreational uses within the community. The structure would be located on an existing developed retail site, would be dedicated for public use and can adequately be served by all utilities and public services. This facility would be appurtenant to the existing facility and community, is a minor accessory to the existing County facility, and will not increase or expand the use of the site. Therefore, the project is exempt as the project meets the scope and intent of the Class 11 Exemption identified in Section 15311, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed installation of the prefabricated restroom structure will not result in any direct or indirect physical environmental impacts. location is located within a retail center in the community of Idyllwild. The restrooms would complement the existing community by providing public services that would serve outdoor recreational uses and would not result in a significant increase in capacity. The restrooms would not alter the function or use of the commercial site or have any external physical effects. Due to the use of a prefabricated building, construction activity would be minimized. The existing site is relatively flat, construction would not require the import or export of soil. No additional significant effects to hazards, land use, soil, air and water quality, or biological and cultural resources would occur during construction or operation. The existing utilities and infrastructure would be able to accommodate the 210 square-foot structure and no significant expansion of infrastructure would be required. 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.

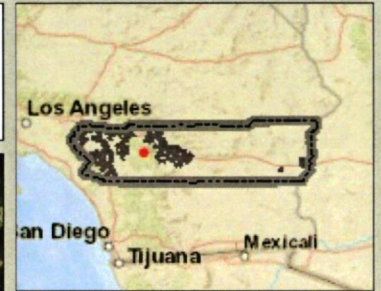
Based upon the identified exemptions above, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  \_\_\_\_\_ Date: 4-8-2022

Mike Sullivan, Senior Environmental Planner  
County of Riverside

# Aerial Image

APN: 563-292-003



## Legend

- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas



**\*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.

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## Notes