

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



ITEM: 3.7
(ID # 23051)

MEETING DATE:
Tuesday, March 05, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) - Approval of Subordination, Non-Disturbance and Attornment Agreement with City National Bank, a National Association, County of Riverside lease - 48113 Jackson Street, Indio, CA, CEQA Exempt pursuant to State CEQA Guidelines sections 15301 and 15061(b)(3), District 4. [\$0] (Clerk of the Board 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 the State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and Section 15061 (b)(3), "Common Sense" Exemption;
2. Approve the attached Subordination, Non-Disturbance, and Attornment Agreement with City National Bank, a National Association, and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or their designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

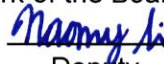
ACTION:


Rose Salgado, Director of Facilities Management 10/26/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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 5, 2024
xc: FM-RE, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2023-2024

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 25, 2002, the County of Riverside (County), entered into a lease agreement for 31,171 square feet of office space located at 48113 Jackson Street, Indio, (Lease), for use by the Department of Public Social Services (DPSS). The Lessor, Indio Office Property, Inc., a California corporation, has requested a loan to be secured by a deed of trust and City National Bank, National Association (Lender) has requested execution of the attached Subordination, Non-Disturbance and Attornment Agreement (SNDA) by the County.

By execution of this agreement, the County agrees to subordinate its leasehold estate to the liens in favor of the Lender which shall have no effect on prospective rights and obligations of the County, or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor becomes the lessor, the County will recognize (attorn) the Lender or its successor as Lessor and the County's rights and obligations shall remain the same (not disturbed) as set forth in the Lease for the remainder of the Lease term.

The attached SNDA with City National Bank, National Association has been reviewed and approved by County Counsel as to the legal form.

Pursuant to the California Environmental Quality Act (CEQA), the SNDA was reviewed and determined to be categorically 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 SNDA, is the letting of property involving existing facilities, and no expansion of an existing use will occur.

Impact on Residents and Businesses

This SNDA Agreement has no impact on citizens and businesses, and DPSS will continue to provide services to the community as intended.

Contract History and Price Reasonableness

The Lease was approved by the Board of Supervisors on June 25, 2002, and amended by the First Amendment to Lease dated November 4, 2003, Second Amendment to Lease dated

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

September 14, 2004, Third Amendment to Lease dated July 26, 2005, and Fourth Amendment to Lease dated May 24, 2016. The SNDA supports the Lease and does not require modification of the financial terms of the Agreement.

ATTACHMENTS:

- Aerial
- NOE
- SNDA


MH:sc/02212024/IN059/30.XXX

Veronica Santillan
Veronica Santillan, Principal Management Analyst 2/27/2024

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 2/21/2024

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 2/21/2024

County of Riverside
Facilities Management
3450 14th St, 2nd Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202400261		
03/06/2024 08:58 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

October 19, 2023

Project Name: Approval of Subordination, Non-Disturbance and Attornment (SNDA) Agreement with City National Bank, a National Association, and Department of Public Social Services (DPSS), Indio

Project Number: FM042341005900

Project Location: 48-113 Jackson Street, south of Avenue 48, Indio, California 92201, Assessor's Parcel Number (APN) 614-434-015

Description of Project: On June 25, 2002, the County of Riverside (County), entered into a lease agreement for 31,171 square feet of office space located at 48-113 Jackson Street, Indio, (Lease), for use by DPSS. The Lessor, Indio Office Property, Inc., a California corporation, has requested a loan to be secured by a deed of trust and City National Bank, National Association (Lender) has requested execution of an SNDA by the County. By execution of this agreement, the County agrees to subordinate its leasehold estate to the liens in favor of the Lender which shall have no effect on prospective rights and obligations of the County, or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor, becomes the lessor, the County will recognize (attorn) the Lender or its successor as Lessor and the County's rights and obligations shall remain the same (not disturbed) as set forth in the Lease for the remainder of the Lease term. The SNDA Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to revisions to contractual obligations of a Lease of an existing building and no expansion of the existing facility will occur. The operation of the facility will continue to provide public services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

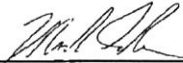
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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 Revenue Lease Agreement, permitting use of an existing facility.

- **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 revisions to contractual obligations of an existing lease for an existing building. The project would not increase or expand the use of the site; and the 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 SNDA Agreement is an administrative action to revise the contractual obligations of the Lease. No change will occur to the ongoing use of the facility and no new environmental impacts to the surrounding area 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.

Therefore, the County of Riverside Facilities Management 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: 10-19-2023

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

**Recording Requested By
And When Recorded Mail To:**

City National Bank
Attn: Note Room, 391-04
P.O. Box 60938
Los Angeles, CA 90060

Account No. XX3990
TR No. 532460

A.P.N.: 614-340-015-2

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Nondisturbance and Attornment Agreement ("Agreement") is made as of October 4, 2022 by and among INDIO OFFICE PROPERTY, INC., a California corporation ("Owner") owner of the land hereinafter described, the County of Riverside, a political subdivision of the State of California ("Tenant"), and City National Bank, a national banking association ("CNB").

RECITALS

- A. Owner is the owner of that certain real property together with all appurtenances thereto and improvements now or hereafter located thereon, in the County of Riverside (the "County"), State of California, all as more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property"), and which Property is commonly known as 48113 Jackson Street, Indio, CA 92201. Owner has executed, or is about to execute, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated October 4, 2022, in favor of CNB, encumbering the Property and securing payment obligations in the principal amount of FOUR MILLION THREE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$4,318,500.00) and other obligations specified therein (as such deed of trust and the obligations it secures may be amended, extended, renewed, supplemented or replaced, the "Deed of Trust").
- B. Tenant is the present tenant under that certain Lease dated June 6, 2002, made by Owner, as landlord ("Landlord"), demising a portion of the Property consisting of 48-113 Jackson Street, Indio, CA 92201 (the "Premises") (the "Lease").
- C. The Lease was not recorded.

D. It is a condition precedent to the extension of credit secured by such Deed of Trust, that the Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the lien or charge of the Lease, as set forth in this Agreement.

E. It is to the mutual benefit of the parties hereto that CNB approve the Lease, and Tenant is willing that the Deed of Trust shall constitute a lien or charge upon the Property covered by the Lease that is unconditionally prior and superior to the lien or charge of the Lease, as set forth in this Agreement.

F. Tenant wishes to obtain from CNB certain assurances that Tenant's possession of the Premises will not be disturbed by reason of the enforcement of the Deed of Trust or a foreclosure of the lien thereunder, except as provided in, and subject to the terms and conditions of, this Agreement.

G. CNB is willing to approve the Lease, upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce CNB to make the extension of credit secured by the Deed of Trust, the parties hereby agree as follows:

1. **RATIFICATION**. Tenant hereby affirms that the Lease is in full force and effect and that the Lease has not been modified or amended.

2. **SUBORDINATION OF LEASE**. Tenant declares, agrees and acknowledges that:

2.1. The Lease shall be and at all times remain subject to and subordinate to the Deed of Trust. Tenant hereby intentionally and unconditionally subordinates the lien or charge of the Lease and all of Tenant's right, title and interest thereunder and in the Premises in favor of the lien or charge of the Deed of Trust and all of Landlord's rights and remedies thereunder and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made pursuant to such extension of credit secured by such Deed of Trust and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination. Tenant hereby agrees that, for all purposes, the Deed of Trust shall be deemed recorded prior to the Lease and CNB shall be deemed not to have notice of the Lease within the meaning of California Civil Code §1217.

2.2. CNB would not make the extension of credit secured by such Deed of Trust without this Agreement.

2.3. CNB, in making disbursements pursuant to any such extension of credit secured by such Deed of Trust, is under no obligation or duty to, and has not represented that it will, see to the application of such proceeds by the person or persons to whom CNB disburses such proceeds, and any application or use of such proceeds for the purposes other than those provided in the agreement or agreements secured by the Deed of Trust shall not defeat the subordination herein made in whole or in part.

2.4. Any estate in the Property acquired by Tenant shall be fully subject to the Deed of Trust.

3. **LANDLORD'S DEFAULT.** Tenant will not seek to terminate the Lease by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to the holder of the Deed of Trust (at such holder's last address furnished to Tenant). Tenant agrees that CNB shall have the right, but not the obligation, to remedy such act or omission on behalf of Landlord within thirty (30) days after the receipt of such notice; provided, however, that said 30-day period shall be extended so long as within said 30-day period, CNB has commenced to cure and is proceeding diligently to cure said default or defaults.

4. **NONDISTURBANCE AND ATTORNMENT.**

4.1. So long as Tenant is not in default under the Lease (beyond any applicable period given Tenant to cure such default), CNB agrees CNB will not disturb Tenant's possession of the Property nor shall the Lease be extinguished by reason of any Foreclosure (as hereinafter defined) or otherwise, subject to the exceptions in Paragraph 4.2 below. CNB shall not join Tenant as a party in any action or proceeding brought pursuant to the Deed of Trust, unless required by applicable law.

4.2. If CNB or any third party acquires the interest of Landlord in the Property by reason of the Foreclosure (whether judicial or non-judicial) under the Deed of Trust or by a conveyance in lieu thereof or as a result of any other means (any or all of the foregoing hereinafter referred to as a "Foreclosure") ("Successor Landlord"), then the Lease and all appurtenances thereto shall remain in full force and effect and Tenant shall be bound to Successor Landlord under all of the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the Lease) with the same force and effect as if Successor Landlord were the Landlord under the Lease, and Tenant hereby agrees to attorn to Successor Landlord, as its landlord, such attornment to be effective and self-operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the succession by Successor Landlord to the interest of Landlord in the Property. In such event, Successor Landlord shall be bound to Tenant under all of the provisions of the Lease, and Tenant shall, from and after such event, have the same remedies against Successor Landlord for the breach of any agreement in the Lease that Tenant might have had against Landlord under the Lease; provided, however, that Successor Landlord shall not be:

4.2.1. liable for any act or omission of any prior landlord (including Landlord);

4.2.2. subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord);

4.2.3. bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease;

4.2.4. obligated to construct any tenant improvements under the Lease;

4.2.5. bound by any amendment or modification of the Lease made without CNB's consent; or

4.2.6. bound by Tenant's rights to purchase the Property set forth in the Lease or otherwise.

5. **PAYMENT OF RENT ON DEFAULT.** Tenant acknowledges and agrees that the Lease has been assigned to CNB by Owner. Tenant agrees that, upon receipt of notice from CNB that an Event of Default exists under the Deed of Trust or any other Loan Document, Tenant shall make all rental and other payments required pursuant to the Lease, to CNB, as directed in such written notice or any subsequent written notice from CNB. Owner acknowledges and agrees that CNB shall be entitled to collect and receive rents pursuant to the Lease as provided herein and Tenant is authorized and hereby directed to make all such payments of rent to CNB upon receipt of the written notice from CNB, provided that Tenant shall be under no duty or obligation to make further inquiry. Tenant shall continue to make all such payments of rent to CNB unless and until Tenant is otherwise authorized and directed in writing by CNB. Landlord acknowledges and agrees that Tenant shall be credited for such payments to CNB, as against the rental payments then due under the Lease.

6. **NO MODIFICATION.** Tenant agrees that so long as CNB has an assignment of Owner's interest in the Lease, Tenant will not, without the prior written consent of CNB (a) modify, extend or in any manner alter the terms of the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one month in advance; or (c) accept Owner's waiver of or release from the performance of any material obligations under the Lease.

7. **NOTICES.** All written notices or demands of any kind that any party hereto may be required or may desire to serve on any other party hereto in connection with this Agreement shall be served by personal service, by registered or certified mail, recognized overnight courier service or facsimile transmission. Any such notice or demand served by registered or certified mail, recognized overnight courier service or facsimile transmission shall be delivered with all applicable delivery charges thereon fully prepaid and addressed as follows:

CNB: City National Bank
1 Almaden Boulevard, Suite 150
San Jose, CA 95113
Attn: Penny Ramirez

Copies To: City National Bank
555 South Flower Street, 18th Floor
Los Angeles, California 90071
Attn: Office of the General Counsel

Owner: INDIO OFFICE PROPERTY, INC.
4540 Duckhorn Drive, Suite 100
Sacramento, CA 95834

Tenant: County of Riverside
Department of Facilities Management
345 14th St., Suite 200
Riverside, California 92501
Attention: Deputy Director of Real Estate
FM-Leasing@Rivco.org
(951) 955-4820

Service of any such notice or demand so made by mail, recognized overnight courier or facsimile transmission shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or "answer back confirmation," as applicable, or at the expiration of the third business day after the date of dispatch, whichever is earlier in time. Any party hereto may from time to time, by notice in writing served upon the other pursuant to this paragraph, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

8. **SUCCESSORS AND ASSIGNS; EFFECTIVENESS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

9. **WHOLE AGREEMENT.** This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Lease to the lien or charge of the Deed of Trust, and shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust and the Lease, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Lease which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to other mortgage or mortgages.

10. **LIMITED RECOURSE.** Without limiting any other provisions of this Agreement, in the event that any Successor Landlord shall acquire title to the Property, Tenant agrees to look solely to Successor Landlord's interest in the Property for the satisfaction of any remedy of Tenant on account of any claim, cause of action, obligation, contractual, statutory or otherwise, of Tenant, arising from or in any manner related to the Lease, and no other property or assets of CNB or any other Successor Landlord, or any officer, director, shareholder, partner, trustee, agent, servant or employee of CNB or any other Successor Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease, any Successor Landlord's obligations to Tenant, whether contractual, statutory or otherwise, the relationship of CNB or any other Successor Landlord and Tenant hereunder, or Tenant's use or occupancy of the Property.

11. **GOVERNING LAW.** This Agreement and all matters relating thereto shall be governed by the laws of the State of California.

12. **MISCELLANEOUS.** This Agreement may not be modified or amended except in writing signed by all the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such provision had never been contained herein.

13. **ATTORNEYS' FEES.** In any legal action, arbitration, or other proceeding between Tenant and CNB in connection with the enforcement of this Agreement, the prevailing party shall be entitled to all attorneys' fees and other costs and expenses incurred in connection therewith.

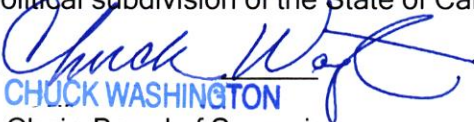
14. **FURTHER ASSURANCES.** From time-to-time upon request by CNB, Tenant shall execute such additional documents as CNB may require to implement the terms hereof, and such estoppel certificates as CNB may request as to whether or not any default on the part of Landlord exists under the Lease and the nature of any such default, as to the terms of the Lease and any modifications, amendments, and revisions thereto, and to such other matters as CNB may request. Tenant shall execute such documents upon ten (10) days' notice from CNB or Landlord.

[Signatures appear on following page]

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE PROPERTY.

"TENANT"

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

By: 
CHUCK WASHINGTON
Chair, Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

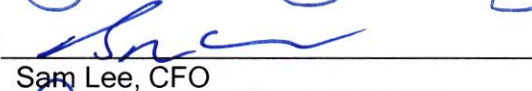
APPROVED AS TO FORM:
County Counsel

By: 
Braden Holly
Deputy County Counsel

"OWNER"

INDIO OFFICE PROPERTY, INC.,
a California corporation

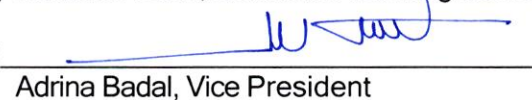
By: 
Dorene C. Dominguez, CEO & President

By: 
Sam Lee, CFO

By: 
Amanda White, Secretary

"CNB"

City National Bank, a national banking association

By: 
Adrina Badal, Vice President

(ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC)

MAR 05 2024 3.7

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } §
COUNTY OF RIVERSIDE }

On March 05, 2024, before me, Naomi Sicra, Board Assistant, personally appeared Chuck Washington, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kimberly A. Rector
Clerk of the Board of Supervisors

By: Naomy Si
Deputy Clerk

(SEAL)

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date: 03/05/2024

Signature: *Naomy Si*

Print Name: Naomy Sicra, Clerk of the Board Assistant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF)

On Feb 6, 2024, before me, Lori C. Douglas, a notary public, personally appeared Dorene C. Dominguez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori C. Douglas (SEAL)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF)

On Feb 5, 2024, before me, Lori C. Douglas, a notary public, personally appeared Sam Lee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori C. Douglas (SEAL)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF)

On Feb 5, 2024, before me, Lori C. Douglas, a notary public, personally appeared Amanda White, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori C. Douglas (SEAL)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF)

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF)

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF)

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF) *San Francisco*

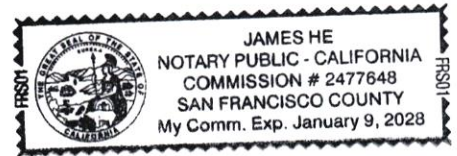
On *Jan. 31, 2024*, before me, *James H*, a notary public, personally appeared *Adrina Badal*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

[Handwritten signature in blue ink]



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 31838, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 219, PAGES 82 AND 83 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA:

EXCEPTING THEREFROM ANY INTEREST IN AND TO THE OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND THERMAL HEAT, IN OR UNDERLYING THE LAND WITHOUT HOWEVER, THE RIGHT OF SURFACE ENTRY AND WITHOUT THE RIGHT OF ENTRY IN AND TO THE SUBSURFACE THEREOF, AT A DEPTH OF LESS THAN 500 FEET BENEATH THE SURFACE, AS CONVEYED TO R W M CO., A CALIFORNIA CORPORATION, BY DOCUMENT RECORDED APRIL 20, 1978 AS INSTRUMENT NO. 76519 OF OFFICIAL RECORDS, OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 614-340-015-2

Commonly known as 48113 Jackson Street, Indio, CA 92201

Department of Public Social Services (DPSS)

48113 Jackson Street, Indio, CA 92201



Legend



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.

Notes

Leased area outlined in blue.
APN 614-340-015
District 4
SNDA

0 376 752 Feet

REPORT PRINTED ON... 10/16/2023 11:43:44 AM

© Riverside County GIS