

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



ITEM: 3.18
(ID # 26726)

MEETING DATE:
Tuesday, February 25, 2025

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) - Approval of Subordination, Non-Disturbance and Attornment Agreement with Citizens Business Bank and County of Riverside, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines sections 15301 and 15061(b)(3), District 2. [\$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 State CEQA Guidelines Section 15301, Existing Facilities Exemption, and Section 15061 (b)(3), Common Sense Exemption;
2. Approve the attached Subordination, Non-Disturbance and Attornment Agreement with Citizens Bank and authorize the Chairman 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 and the State Clearinghouse within five (5) working days of approval by the Board.

ACTION:Policy



Vincent Yzaguirre 1/23/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 25, 2025
xc: FM, Recorder, State Clearinghouse

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:	2024/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary:

On December 10, 2013, the County of Riverside (County), entered into a lease agreement for 18,306 square feet of office space located at 31760 Casino Drive, Suites 100, 200, 300, Lake Elsinore, (Lease), for use by the Riverside University Health System – Behavioral Health (RUHS-BH). The current Lessor, E & R Rancho Pacific Inc., a California corporation, has a loan or loans secured by a deed or deeds of trust. Citizens Business Bank, (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 has been reviewed and approved by County Counsel as to 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 15601 (b)(3), "Common Sense" Exemption.

Impact on Residents and Businesses

This SNDA Agreement has no impact on citizens and businesses, and RUHS-BH will continue to provide services to the community at this location.

Contract History and Price Reasonableness

The Lease was approved by the Board of Supervisors on December 10, 2013, has been amended by a First Amendment on December 17, 2019, and a Second Amendment on

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

August 30, 2022. The SNDA supports the Lease and does not require modification of the financial terms of the Agreement.


ATTACHMENTS:

- Subordination, Non-Disturbance and Attornment Agreement
- Notice of Exemption
- Aerial Image


Evangelina Gregorio EO, Principal Mgmt Analyst 2/14/2025


Aaron Gettis, Chief of Deputy County Counsel 2/11/2025

County of Riverside
Facilities Management
3450 14th St, Suite 200, Riverside, CA

FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202500150		
02/26/2025 09:12 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

September 20, 2024

Project Name: Approval of Subordination, Non-Disturbance and Attornment Agreement (SNDA) with Citizens Business Bank, E & R Rancho Pacific Inc for Riverside University Health System Department of Behavioral Health (RUHS-BH), Lake Elsinore

Project Number: FM042431003000

Project Location: 31760 Casino Drive, Suites 100, 200, and 300, south of Diamond Drive, Lake Elsinore, California 92530, Assessor's Parcel Number (APN) 363-171-023

Description of Project: On December 10, 2013, the County of Riverside (County), entered into a lease agreement for 18,306 square feet of office space located at 31760 Casino Dr Suites 100, 200, 300, Lake Elsinore, (Lease), for use by RUHS-BH. The current Lessor, E & R Rancho Pacific Inc, a California corporation pursuant to a Security Agreement, Assignment of Leases and Rents and Fixture Filing. E & R Rancho Pacific Inc, a California corporation (Lender) has requested execution of a 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 is defined as the proposed project under the California Environmental Quality Act (CEQA). The project would involve the continuation of the letting of office space and would be limited to contractual assignments and responsibilities regarding the Lease. No expansion of the existing County facility will occur. The operation of the facility will continue to provide public services and 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

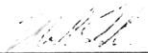
Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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 SNDA.

- **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, would be limited to contractual assignments and responsibilities regarding the Lease. No expansion of the existing County facility will occur. The operation of the facility will continue to provide public services and no additional direct or indirect physical environmental impacts are anticipated. The project 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 SNDA would be limited to contractual assignments and responsibilities regarding the Lease. No expansion of the existing County facility will occur. 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.

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:


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

Date: 9-20-2024

Document Root (Read-Only)

Selected Document

2025021002 - NOE - Approval of Subordination, Non-Disturbance and Attornment Agreement (SNDA) with Citizens Business Bank, E & R Rancho Pacific Inc for Riverside University Health

Riverside County

Created - **2/25/2025** | Submitted - **2/26/2025** | Posted - **2/26/2025** | Received - **2/26/2025** | Published - **2/26/2025**

Naomy Sicra

Document Details**Public Agency**

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Approval of Subordination, Non-Disturbance and Attornment Agreement (SNDA) with Citizens Business Bank, E & R Rancho Pacific Inc for Riverside University Health

Document Description

On December 10, 2013, the County of Riverside (County), entered into a lease agreement for 18,306 square feet of office space located at 31760 Casino Dr Suites 100, 200, 300, Lake Elsinore, (Lease), for use by RUHS-BH. The current Lessor, E & R Rancho Pacific Inc, a California corporation pursuant to a Security Agreement, Assignment of Leases and Rents and Fixture Filing. E & R Rancho Pacific Inc, a California corporation (Lender) has requested execution of a 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 is defined as the proposed project under the California Environmental Quality Act (CEQA). The project would involve the continuation of the letting of office space and would be limited to contractual assignments and responsibilities regarding the Lease. No expansion of the existing County facility will occur. The operation of the facility will continue to provide public services and no additional direct or indirect physical environmental impacts are anticipated

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Citizens Business Bank

P.O. Box 3428

Ontario, CA 91761-9998

Loan No. 35430

Attn: Title Dept.

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT

THIS AGREEMENT is made and dated as of November 25, 2024 by and among CITIZENS BUSINESS BANK ("Lender"), E & R RANCHO PACIFIC INC. ("Borrower"), and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Lessee").

RECITALS

A. Borrower's predecessor-in-interest, RP Lakeview Plaza, LLC, and Lessee have entered into a lease dated **December 10, 2013** (the "Original Lease"), which was amended by both the First Amendment to Lease, dated December 17, 2019 ("First Amendment"), and the Second Amendment to Lease, dated August 30, 2022 ("Second Amendment"; the Original Lease, together with the First Amendment and Second Amendment, the "Lease"). The Lease covers a portion of the premises commonly known as 31760 Casino Drive, Suites 100, 200, and 300, Lake Elsinore, CA 92530 and more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Premises").

B. Borrower is or may be indebted to Lender pursuant to one or more loans (individually and collectively, "Loans") made by Lender. The obligations of Borrower to Lender under the Loans are secured pursuant to one or more deeds of trust encumbering, among other things, the Premises. "Loans" shall also include all modifications, renewals, extensions, and replacements relating to the Loans.

C. As a condition to making, maintaining, or modifying the Loans, Lender requires that Lessee subordinate its interest in the Premises and any related property which now or hereafter secures any of Borrower's present or future obligations to Lender, and that Lessee agrees to the other terms and conditions set forth in this Agreement.

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

1. Lessee hereby subordinates the priority of all of Lessee's present or future estate, right, title, and interest in and to the Premises in favor of Lender's present or future estate, right, title, and interest in and to the Premises (and any related property securing the Loans). From and after Lender's acquisition of the Premises, Lessee shall attorn to Lender as lessor under the Lease, and Lessee shall also attorn to any person who purchases Lender's interest in the Premises at a foreclosure sale or other sale by Lender.

2. Upon demand by Lender, Lessee agrees to pay to Lender all rent, impounds, taxes, and other amounts due under the Lease, including all sums accrued but unpaid at the time of demand and accruing thereafter. Borrower irrevocably authorizes Lessee to make payments in accordance with Lender's instructions. Lessee agrees not to assert against Lender any claims, defenses, or setoffs it may have against Borrower. Lessee agrees that Lender shall have no duties, liabilities, or obligations as a landlord unless and until Lender has acquired the Premises and recorded its deed evidencing the same.

3. If Lender or any other purchaser at a foreclosure sale or sale under private power contained in the Loans becomes the owner of Lessee's Premises by reason of any foreclosure on the Loans, the acceptance by Lender of a deed in lieu of foreclosure or by any other manner, Lender or such other purchaser shall not terminate the Lease

FEB 25 2025 3.18

and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender, or such other purchaser, under all of the terms, covenants and conditions of the Lease, for the remainder of the term thereof and any extension or renewals, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease. So long as Lessee is not in default (after the expiration of any applicable cure periods) in the payment of rent or under any of the other material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Lessee in its possession of the Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of its rights under the Lease.

4. Borrower and Lessee shall not make material reductions with respect to the amount of rent due under the Lease, the amount of space leased by Lessee under the Lease, or the term of the Lease, and shall not terminate or cancel the Lease, without the prior written consent of Lender.

5. Borrower and Lessee each respectively represent, warrant, and agree as follows:

(a) The Lease is in full force and effect.

(b) No default or event of default exists under the Lease.

(c) The terms of the Lease commenced on the date set forth above.

(d) The Lease (and any amendments listed in the Recitals hereto) is the complete and entire agreement between Borrower and Lessee and has not been modified in any way. There are no other written or oral agreements between Borrower and Lessee respecting the Premises or the Lease.

(e) Lessee shall not pay and Borrower shall not accept any additional advance rent or security deposit without the prior written consent of Lender.

6. All notices or demands shall be in writing and shall be served personally, telegraphically, by telecopy, by overnight delivery, or by certified mail, to the respective addresses of the parties set forth in the signature blocks below. Any party may, by virtue of written notice in compliance with this paragraph, alter or change the address or the identity of the person to whom any such notice, or copy thereof, is to be sent.

7. In the event of any dispute between or among the parties hereto respecting or arising out of this Agreement, such dispute shall be resolved by binding arbitration conducted pursuant to the rules of the American Arbitration Association. The venue for the resolution of any such dispute shall occur exclusively in the County of San Bernardino, California.

8. This Agreement shall be governed by the laws of the State of California, without reference to its conflict of laws principles. This Agreement shall be binding on and shall inure to the benefit of the successors, personal representatives, heirs, and assignees of the parties hereto.

9. No delay or omission on the part of the Lender in exercising any of its rights or remedies shall operate as a waiver, estoppel or other preclusion against the exercise of such rights or remedies at any time. A waiver of any rights or remedies on any one occasion shall not serve as a waiver for any subsequent or prior occasions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ALL SIGNATURES MUST BE NOTARIZED

"LESSEE"

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

By: V. M. Perez

Name: V. MANUEL PEREZ

Title: CHAIR, BOARD OF SUPERVISORS

Address: _____

"LANDLORD"

E & R RANCHO PACIFIC INC., a California corporation

By: W.D. Angel
William D. Angel, President

By: Michael E. Montgomery
Michael E. Montgomery, Secretary/Treasurer

Address: 10470 Foothill Blvd., Suite 100, Rancho Cucamonga, CA 91730

"LENDER"

CITIZENS BUSINESS BANK

By: _____

Name: _____

Title: _____

Address: _____

ATTEST:

KIMBERLY A. RECTOR, Clerk

By: Kimberly A. Rector
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY Ryan D Yabko 2/11/25
DATE

ALL SIGNATURES MUST BE NOTARIZED

FEB 25 2025 3.18

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

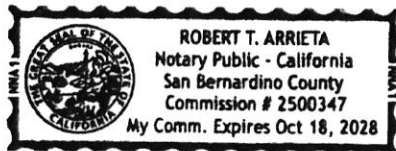
STATE OF California)
)ss.
COUNTY OF San Bernardino)

On 12/10/24, before me, Robert T. Arrieta, a notary public,

personally appeared William D. Angel 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 of Notary)

(Legibly Print or Stamp Name of Notary)

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

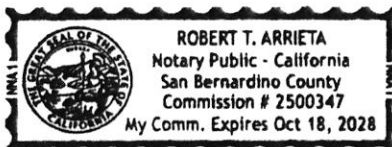
STATE OF California)
)ss.
COUNTY OF San Bernardino)

On 12/10/24, before me, Robert T. Arrieta, a notary public,

personally appeared Michael E. Montgomery 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 of Notary)

(Legibly Print or Stamp Name of Notary)

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

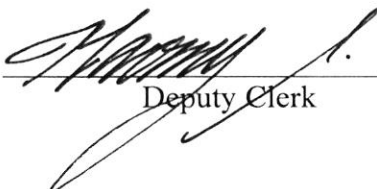
§

On February 25, 2025, before me, Naomi Sicra, a COB Assistant, personally appeared V. Manuel Perez, Chair of the Board of Supervisors, 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; 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: 
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

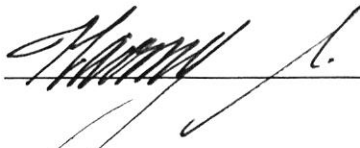
Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

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

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



Date: 02/25/2025

Signature: 

Print Name: Naomy Sicra, Clerk of the Board Assistant

Riverside University Health System

31760 Casino Dr. Lake Elsinore, CA 92530



Legend

- County Boundary
- City Boundaries
- County Centerline Names
- 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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REPORT PRINTED ON... 9/19/2024 3:14:50 PM

© Riverside County GIS

Notes

APN: 363-171-023
District 2
Lease area highlighted in blue

RECORDING REQUESTED BY:
Orange Coast Title Company
AND WHEN RECORDED MAIL TO:
Citizens Business Bank
P.O. Box 3428
Ontario, CA 91761-9998
Loan No. 35430
Attn: Title Dept.
140-8406-ACC

**This document was electronically submitted
to the County of Riverside for recording**
Received by: TERESA #134

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT is made and dated as of November 25, 2024 by and among CITIZENS BUSINESS BANK ("Lender"), E & R RANCHO PACIFIC INC. ("Borrower"), and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Lessee").

RECITALS

A. , Borrower's predecessor-in-interest, RP Lakeview Plaza, LLC, and Lessee have entered into a lease dated **December 10, 2013** (the "Original Lease"), which was amended by both the First Amendment to Lease, dated December 17, 2019 ("First Amendment"), and the Second Amendment to Lease, dated August 30, 2022 ("Second Amendment"; the Original Lease, together with the First Amendment and Second Amendment, the "Lease"). The Lease covers a portion of the premises commonly known as 31760 Casino Drive, Suites 100, 200, and 300, Lake Elsinore, CA 92530 and more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Premises").

unrecorded

B. Borrower is or may be indebted to Lender pursuant to one or more loans (individually and collectively, "Loans") made by Lender. The obligations of Borrower to Lender under the Loans are secured pursuant to one or more deeds of trust encumbering, among other things, the Premises. "Loans" shall also include all modifications, renewals, extensions, and replacements relating to the Loans.

C. As a condition to making, maintaining, or modifying the Loans, Lender requires that Lessee subordinate its interest in the Premises and any related property which now or hereafter secures any of Borrower's present or future obligations to Lender, and that Lessee agrees to the other terms and conditions set forth in this Agreement.

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

1. Lessee hereby subordinates the priority of all of Lessee's present or future estate, right, title, and interest in and to the Premises in favor of Lender's present or future estate, right, title, and interest in and to the Premises (and any related property securing the Loans). From and after Lender's acquisition of the Premises, Lessee shall attorn to Lender as lessor under the Lease, and Lessee shall also attorn to any person who purchases Lender's interest in the Premises at a foreclosure sale or other sale by Lender.

2. Upon demand by Lender, Lessee agrees to pay to Lender all rent, impounds, taxes, and other amounts due under the Lease, including all sums accrued but unpaid at the time of demand and accruing thereafter. Borrower irrevocably authorizes Lessee to make payments in accordance with Lender's instructions. Lessee agrees not to assert against Lender any claims, defenses, or setoffs it may have against Borrower. Lessee agrees that Lender shall have no duties, liabilities, or obligations as a landlord unless and until Lender has acquired the Premises and recorded its deed evidencing the same.

3. If Lender or any other purchaser at a foreclosure sale or sale under private power contained in the Loans becomes the owner of Lessee's Premises by reason of any foreclosure on the Loans, the acceptance by Lender of a deed in lieu of foreclosure or by any other manner, Lender or such other purchaser shall not terminate the Lease

**This document filed for record
by Orange Coast Title Company
as an accommodation only.
It has not been examined as to its
execution or as to its effect
upon title.**

FEB 25 2025 3.18

and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender, or such other purchaser, under all of the terms, covenants and conditions of the Lease, for the remainder of the term thereof and any extension or renewals, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease. So long as Lessee is not in default (after the expiration of any applicable cure periods) in the payment of rent or under any of the other material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Lessee in its possession of the Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of its rights under the Lease.

4. Borrower and Lessee shall not make material reductions with respect to the amount of rent due under the Lease, the amount of space leased by Lessee under the Lease, or the term of the Lease, and shall not terminate or cancel the Lease, without the prior written consent of Lender.

5. Borrower and Lessee each respectively represent, warrant, and agree as follows:

- (a) The Lease is in full force and effect.
- (b) No default or event of default exists under the Lease.
- (c) The terms of the Lease commenced on the date set forth above.
- (d) The Lease (and any amendments listed in the Recitals hereto) is the complete and entire agreement between Borrower and Lessee and has not been modified in any way. There are no other written or oral agreements between Borrower and Lessee respecting the Premises or the Lease.
- (e) Lessee shall not pay and Borrower shall not accept any additional advance rent or security deposit without the prior written consent of Lender.

6. All notices or demands shall be in writing and shall be served personally, telegraphically, by telecopy, by overnight delivery, or by certified mail, to the respective addresses of the parties set forth in the signature blocks below. Any party may, by virtue of written notice in compliance with this paragraph, alter or change the address or the identity of the person to whom any such notice, or copy thereof, is to be sent.

7. In the event of any dispute between or among the parties hereto respecting or arising out of this Agreement, such dispute shall be resolved by binding arbitration conducted pursuant to the rules of the American Arbitration Association. The venue for the resolution of any such dispute shall occur exclusively in the County of San Bernardino, California.

8. This Agreement shall be governed by the laws of the State of California, without reference to its conflict of laws principles. This Agreement shall be binding on and shall inure to the benefit of the successors, personal representatives, heirs, and assignees of the parties hereto.

9. No delay or omission on the part of the Lender in exercising any of its rights or remedies shall operate as a waiver, estoppel or other preclusion against the exercise of such rights or remedies at any time. A waiver of any rights or remedies on any one occasion shall not serve as a waiver for any subsequent or prior occasions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ALL SIGNATURES MUST BE NOTARIZED

"LESSEE"

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

By: V. M. Perez

Name: V. MANUEL PEREZ

Title: CHAIR, BOARD OF SUPERVISORS

ATTEST:

KIMBERLY A. RECTOR, Clerk

By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY [Signature] 2/11/25
RYAN D YABKO DATE

"LANDLORD"

E & R RANCHO PACIFIC INC., a California corporation

By: [Signature]
William D. Angel, President

By: [Signature]
Michael E. Montgomery, Secretary/Treasurer Michael E. Montgomery

Address: 10470 Foothill Blvd., Suite 100, Rancho Cucamonga, CA 91730

"LENDER"

CITIZENS BUSINESS BANK

By: [Signature]

Name: R. & Gedeon AKA Robert Samuel
GEDEON

Title: VPA

Address: 12808 Central Ave
Chino, CA 91710

ALL SIGNATURES MUST BE NOTARIZED

FEB 25 2025 3.18

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

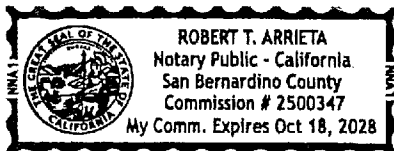
STATE OF California)
)ss.
COUNTY OF San Bernardino)

On 12/10/24, before me, Robert T. Arrieta, a notary public,

personally appeared William D. Ange 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 of Notary)

(Legibly Print or Stamp Name of Notary)

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

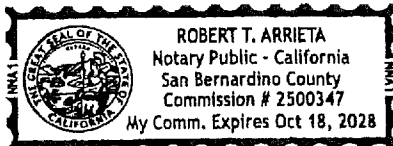
STATE OF California)
)ss.
COUNTY OF San Bernardino)

On 12/10/24, before me, Robert T. Arrieta, a notary public,

personally appeared Michael E. Montgomery 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 of Notary)

(Legibly Print or Stamp Name of Notary)

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

§

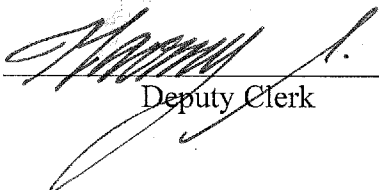
On February 25, 2025, before me, Naomi Sicra, a COB Assistant, personally appeared V. Manuel Perez, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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; 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:



Deputy Clerk
(SEAL)

**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

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

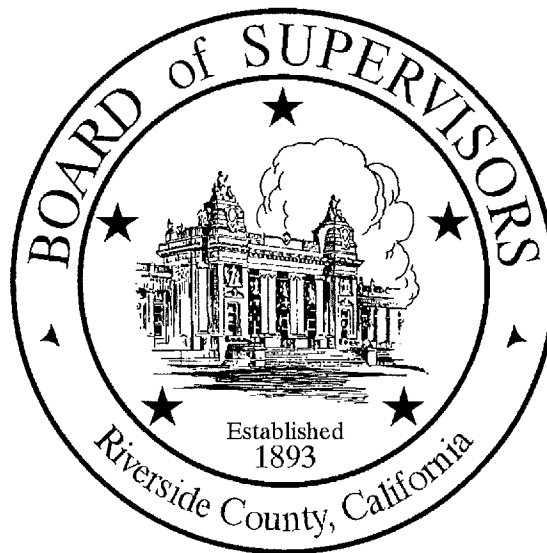
www.riversideacr.com

CERTIFICATION

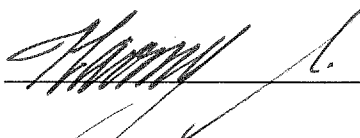
Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

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

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



Date: 02/25/2025

Signature: 

Print Name: Naomy Sicra, Clerk of the Board Assistant

Order No. 140-1573724-66

Exhibit "A"**Parcel A:**

Parcels 1, 2, and 3 of Parcel Map No. 24752, in the City of Lake Elsinore, County of Riverside, State of California, as shown by Map on file in book 165, pages 19 and 20 of Parcel Maps, Records of said County.

Excepting therefrom all water rights incidents and appurtenants thereto as conveyed by Quitclaim Deed to the City of Lake Elsinore, recorded on December 16, 1988 as Instrument No. 368547, of Official Records of Riverside County, California.

Parcel B:

A non-exclusive easement for the uses and purposes set forth in Section 2.1 and 2.2 of that certain grant of reciprocal easement and Declaration of Covenants running with the land dated on May 27, 1988 by and between Brook Stone Development, Inc., a California Corporation and Elsinore Investments, a California Limited Liability Partnership, recorded on July 12, 1988 as Instrument No. 19247, of Official Records of Riverside County, California.

Parcel C:

A non-exclusive easement for the uses and purposes set forth in Sections 2 to 4 of that certain Declaration of Covenants, Conditions and Restrictions and Easements recorded on November 7, 1988 as Instrument No. 325045, and re-recorded on December 12, 1988 as Instrument No. 363245, and modified by that certain Supplementary Declaration of Covenants, Restrictions and Reservation of Easements for Railroad Canyon Investors-87 Ltd., recorded on June 22, 1990 as Instrument No. 232028, of Official Records of Riverside County, California.