

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



ITEM: 3.11
(ID # 27220)

MEETING DATE:
Tuesday, March 18, 2025

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) - Approval of Subordination, Non-Disturbance and Attornment Agreement with California Credit Union, 610 Investments 24-3, LLC, a California limited liability company, and County of Riverside, a political subdivision of the State of California, 541 N. San Jacinto, Hemet; California Environmental Quality Act Exempt pursuant to State CEQA Guidelines sections 15301 and 15061(b)(3), District 5. [\$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 California Credit Union and 610 Investments 24-3, 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 and the State Clearinghouse within five (5) working days of approval by the Board.

ACTION:Policy

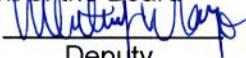

Vincent Yzaguirre 3/4/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: March 18, 2025
xc: FM, State Clearinghouse, 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:	2024/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary:

On November 29, 2022, the County of Riverside (County), entered into a lease agreement for 58,820 square feet of office space located at 541 N. San Jacinto St., Hemet, CA 92543 (Lease), for use by the Department of Public Social Services (DPSS). Lessor, 610 Investments 24-3, LLC, a California limited liability company (Lessor), is successor in interest to the original lessor SIC/Leed Civic Plaza, LLC, a Delaware limited liability company. Lessor has requested a loan to be secured by a Deed of Trust, pursuant to a Security Agreement, Assignment of Leases and Rents and Fixture Filing. California Credit Union (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 DPSS will continue to provide services to the community as intended.

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

Contract History and Justification

The Lease was approved by the Board of Supervisors on November 29, 2022. It was then amended by a First Amendment on October 1, 2024. 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

HM028


Evangelina Gregorio EO, Principal Mgmt Analyst 3/6/2025


Aaron Gettis, Chief of Deputy County Counsel 3/6/2025

RECORDATION REQUESTED BY:

WHEN RECORDED MAIL TO:

California Credit Union
Attn: Business Banking Department
P.O. Box 85833
San Diego, CA 92186-5833

LOAN NO.
ORDER NO.

FOR RECORDER'S USE ONLY

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

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT - LEASE

THIS SUBORDINATION NONDISTURBANCE AND ATTORNMENMENT AGREEMENT dated MAR 18 2025, is made and executed among County of Riverside, a political subdivision of the State of California ("Lessee"); 610 Investments 24-3, LLC, a California limited liability company ("Borrower"); and California Credit Union ("Lender").

LEASE. Lessee has executed an unrecorded lease dated November 29, 2022 incorporated herein by reference (the "Subordinated Lease") for the following described property.

REAL PROPERTY DESCRIPTION. The Lease covers 541 N San Jacinto, Hemet CA 92543 being a portion of the following described real property located in Riverside County, State of California:

See EXHIBIT "A" LEGAL DESCRIPTION, which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 541 N San Jacinto, Hemet CA 92543 . The Assessor's Parcel Number for the Real Property is **445-090-011**.

REQUESTED FINANCIAL ACCOMMODATIONS. Borrower wants Lender to provide financial accommodations to Borrower in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (C) other benefits to Borrower.

LENDER'S LIEN. As a condition to the granting of the requested financial accommodations, Lender has required that Lender's Lien be and remain superior to the Subordinated Lease.

NOW THEREFORE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

SUBORDINATION. All of Lessee's right, title, and interest in and to the Subordinated Lease and the Real Property is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to Lessee's interests in the Subordinated Lease and the Real Property. Lessee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessee, whether now existing or hereafter acquired.

NONDISTURBANCE. The provisions of the preceding paragraph to the contrary notwithstanding, so long as Lessee is not in default under the Subordinated Lease, the Subordinated Lease shall remain in full force and effect for the full term thereof.

MAR 18 2025 3:11

ATTORNMEN. If Lender shall succeed to the interest of the landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Authority. Lessee represents and warrants that the person who signs this Subordination as or on behalf of Lessee has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Lessee's security interests in Borrower's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by, construed and enforced in accordance with federal law and the laws of the State of California. This Subordination has been accepted by Lender in the State of California.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lessee and Borrower herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS.
THIS SUBORDINATION IS DATED MAR 18 2025, 2025.

BORROWER: 610 Investments 24-3, LLC, a California limited liability company



By: Rao R. Yalamanchili, Manager

LENDER: CALIFORNIA CREDIT UNION



By: Brendon Doyle, VP

LESSEE: County of Riverside, a political subdivision of the State of California



By: Manuel Perez, Chair
Board of Supervisors

ATTEST:

KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  3/6/25
BRADEN J. HOLLY **DATE**

MAR 18 2025 3.11

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 18, 2025, before me, Whitney Mayo, 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: Whitney Mayo
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: 03/18/2025

Signature: _____

Whitney Mayo

Print Name: Whitney Mayo, Clerk of the Board Assistant

ALL PURPOSE ACKNOWLEDGMENT

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 Los Angeles

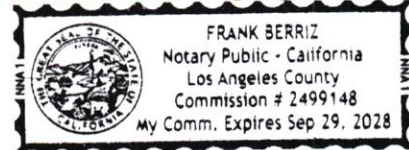
On 2-18-25 before me, Frank Berriz, Notary Public
a Notary Public, personally appeared Brendon Boyak

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)



ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

ALL PURPOSE ACKNOWLEDGMENT

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State of California

County of Los Angeles

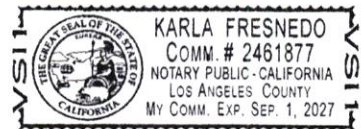
On Feb. 24, 2025 before me, Karla Fresnedo
a Notary Public, personally appeared Rao R. Yalamanchili

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 [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

EXHIBIT A
Legal Description

For APN/Parcel ID(s): 445-090-011 and

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

PARCEL 1:

THAT PORTION OF LOTS 1, 3 AND 4 IN BLOCK 131 OF THE LANDS OF THE HEMET LAND COMPANY, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAN JACINTO STREET WITH THE CENTERLINE OF OAKLAND AVENUE;

THENCE WESTERLY ALONG THE CENTERLINE OF SAID OAKLAND AVENUE, 781.43 FEET;

THENCE NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID SAN JACINTO STREET TO THE NORTHERLY LINE OF LOT 3 IN SAID BLOCK 131;

THENCE EASTERLY ALONG THE NORTHERLY LINES OF LOTS 3 AND 4 IN SAID BLOCK 131, A DISTANCE OF 451.21 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE LAND CONVEYED TO HERMAN H. MUELLER, A SINGLE MAN, BY DEED RECORDED JANUARY 7, 1949 IN BOOK 1042 PAGE 455, OF OFFICIAL RECORDS;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LAND CONVEYED TO HERMAN H. MUELLER, 6 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND CONVEYED TO JAY C. WALLIS AND JEANNE F. WALLIS, HUSBAND AND WIFE AS JOINT TENANTS, BY DEED RECORDED SEPTEMBER 8, 1953 IN BOOK 1505 PAGE 553, OF OFFICIAL RECORDS;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LAND CONVEYED TO JAY C. WALLIS, ET UX, AND THE EASTERLY PROLONGATION THEREOF 330.50 FEET, TO THE CENTERLINE OF SAID SAN JACINTO STREET;

THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SAN JACINTO STREET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF, LYING WITHIN SAN JACINTO STREET AND OAKLAND AVENUE.

ALSO EXCEPT THEREFROM THOSE PORTIONS LYING WITHIN THE BOUNDARIES OF PARCEL MAP 7056-1, IN BOOK 25 PAGES 45 AND 46 OF PARCEL MAPS, OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF SAID LAND LYING SOUTHERLY OF A LINE PARALLEL WITH AND DISTANT 386.20 FEET NORTHERLY, MEASURED AT RIGHT ANGLES OF THE CENTERLINE OF SAID OAKLAND AVENUE, AS SAID CENTERLINE IS ESTABLISHED ON THE MAP OF SAID PARCEL MAP 7056-1 AND EASTERLY OF A LINE PARALLEL WITH AND DISTANT 449.96 FEET WESTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTERLINE OF SAID SAN JACINTO STREET AS SHOWN ON SAID PARCEL MAP 7056-1.

SAID LAND IS ALSO SHOWN AND DESCRIBED AS "PARCEL A" IN THAT CERTAIN DOCUMENT ENTITLED "CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. LLA08-009" A CERTIFIED COPY OF WHICH IS RECORDED ON JUNE 19, 2008 AS INSTRUMENT NO. 2008-0335837, OF OFFICIAL RECORDS.



State of California - Department of Fish and Wildlife
2025 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER:

25-81685

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY COUNTY OF RIVERSIDE FACILITIES MGMT	LEAD AGENCY EMAIL MSULLIVAN@RIVCO.ORG	DATE 03/19/2025
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202500230	

PROJECT TITLE

APPROVAL OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SNDA) AGREEMENT
WITH CALIFORNIA CREDIT UNION, 610 INVESTMENTS 24-3, LLC AND RIVERSIDE COUNTY

PROJECT APPLICANT NAME COUNTY OF RIVERSIDE FACILITIES MGMT	PROJECT APPLICANT EMAIL MSULLIVAN@RIVCO.ORG	PHONE NUMBER (951) 955-4820
PROJECT APPLICANT ADDRESS 3450 14TH STREET,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92501

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$4,123.50	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,968.75	\$ _____
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,401.75	\$ _____

☒ Exempt from fee

☒ Notice of Exemption (attach)
☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input checked="" type="checkbox"/> County documentary handling fee		\$ _____ \$50.00
<input type="checkbox"/> Other		\$ _____

PAYMENT METHOD:

☐ Cash ☐ Credit ☐ Check ☒ Other

TOTAL RECEIVED \$ _____ \$50.00

SIGNATURE

X *I. Tejada*

AGENCY OF FILING PRINTED NAME AND TITLE

Deputy Isabel Tejada

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

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202500230
03/19/2025 10:48 AM Fee: \$ 50.00
Page 1 of 2

Removed: By Deputy


NOTICE OF EXEMPTION

February 20, 2025

Project Name: Approval of Subordination, Non-Disturbance and Attornment (SNDA) Agreement with California Credit Union, 610 Investments 24-3, LLC and Riverside County Department of Public Social Services (DPSS), 541 North San Jacinto, Hemet

Project Number: FM042310002800

Project Location: 541 North San Jacinto, north of Oakland Avenue, Hemet, California 92543, Assessor's Parcel Numbers (APNs) 445-090-013 and 445-090-011

Description of Project: On November 29, 2022, the County of Riverside (County), entered into a lease agreement for 43,125 square feet of office space located at 541 N. San Jacinto, Hemet, (Lease), for use by the Department of Public Social Services (DPSS). 610 Investments 24-3, LLC (Lessor), a California limited liability company, is successor in interest to the original lessor SIC/Leed Civic Plaza, LLC, a Delaware limited liability company. Lessor has requested a loan to be secured by a deed of trust, pursuant to a Security Agreement, Assignment of Leases and Rents and Fixture Filing. California Credit Union (Lender) has requested execution of the attached Subordination, Non-Disturbance and Attornment Agreement (SNDA) by the County.

By execution of the SNDA 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

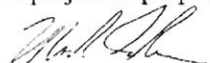
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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 SNDA 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: 2-20-2025
Mike Sullivan,
County of Riverside, Facilities Management

Document Root (Read-Only)

Selected Document

2025030772 - NOE - Approval of Subordination, Non-Disturbance and Attornment (SNDA) Agreement with California Credit Union, 610 Investments 24-3, LLC and Riverside County

Riverside County

Created - 3/19/2025 | Submitted - 3/19/2025 | Posted - 3/19/2025 | Received - 3/19/2025 | Published - 3/19/2025

Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

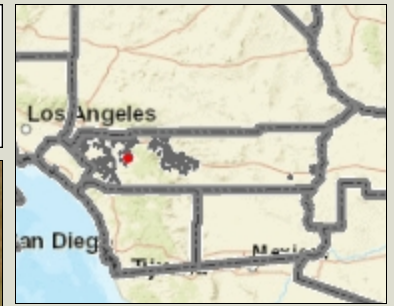
Approval of Subordination, Non-Disturbance and Attornment (SNDA) Agreement with California Credit Union, 610 Investments 24-3, LLC and Riverside County

Document Description

On November 29, 2022, the County of Riverside (County), entered into a lease agreement for 43,125 square feet of office space located at 541 N. San Jacinto, Hemet, (Lease), for use by the Department of Public Social Services (DPSS). 610 Investments 24-3, LLC (Lessor), a California limited liability company, is successor in interest to the original lessor SIC/Leed Civic Plaza, LLC, a Delaware limited liability company. Lessor has requested a loan to be secured by a deed of trust, pursuant to a Security Agreement, Assignment of Leases and Rents and Fixture Filing. California Credit Union (Lender) has requested execution of the attached Subordination, Non-Disturbance and Attornment Agreement (SNDA) by the County.

Department of Public Social Services

541 N. San Jacinto, Hemet, CA 92543



Legend

County Centerline Names



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.

0 262 523 Feet

REPORT PRINTED ON... 2/21/2025 11:27:14 AM

© Riverside County GIS

Notes

District 5
APN: 445-090-011
Premises outlined in red