

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



ITEM: 3.15
(ID # 27318)

MEETING DATE:
Tuesday, May 06, 2025

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) - Approval of Subordination, Non-Disturbance and Attornment Agreement with Banc of California, a California Corporation, Gary L. Carlton and Wendy Carlton, Trustees of the Gary and Wendy Carlton Living Trust dated August 14, 2001, and County of Riverside, a political subdivision of the State of California, 901 Ramsey St., Banning, CA 92220, 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 Banc of California, Gary L. Carlton and Wendy Carlton, and County of Riverside, 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.

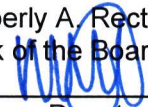
ACTION:Policy


Vincent Yzaguirre 3/31/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, 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: May 6, 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 July 17, 2007, the County of Riverside (County) entered into a lease agreement with Gary L. Carlton and Wendy Carlton, Trustees of the Gary and Wendy Carlton Living Trust dated August 14, 2001 (Lessor) for approximately 38,286 square feet of office space located at 901 Ramsey Street, Banning, CA 92220 (Lease) for use by the Department of Public Social Service (DPSS). 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. Banc of California, a California corporation (Lender) has requested execution of the attached Subordination, Non-Disturbance and Attornment Agreement (SNDA) by the County.

As per the terms of the Lease 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 15061(b)(3), "Common Sense" Exemption. None of the exceptions to the use of the exemption apply under Section 15300.2. See the attached Notice of Exemption for greater detail.

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.

ATTACHMENTS:

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

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

BA030/FM042130003000

Evangelina Gregorio EO
Evangelina Gregorio EO, Principal Mgmt Analyst 4/29/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 4/22/2025



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 25-138051

| Product | Name | Extended |
|-----------------------------|--|-----------------|
| FISH | CLERK FISH AND GAME FILINGS | \$50.00 |
| | # Pages | 2 |
| | Document # | E-202500377 |
| | Filing Type | 7 |
| | State Fee Prev Charged | false |
| | No Charge Clerk Fee | false |
| F&G Notice of Exemption Fee | | \$50.00 |
| Total | | \$50.00 |
| Tender (On Account) | | \$50.00 |
| Account# | CEQARIVCOFM | |
| Account Name | CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT | |
| Balance | \$2,919.00 | |



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:

25-138051

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

| | | |
|-------------------------------------|---------------------|------------|
| LEAD AGENCY | LEAD AGENCY EMAIL | DATE |
| COUNTY OF RIVERSIDE FACILITIES MGMT | MSULLIVAN@RIVCO.ORG | 05/07/2025 |
| COUNTY/STATE AGENCY OF FILING | DOCUMENT NUMBER | |
| RIVERSIDE | E-202500377 | |
| PROJECT TITLE | | |

APPROVAL OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SNDA) AGREEMENT
WITH BANC OF CALIFORNIA AND GARY L. CARLTON AND WENDY CARLTON, DEPARTMENT OF

| | | |
|-------------------------------------|-------------------------|----------------|
| PROJECT APPLICANT NAME | PROJECT APPLICANT EMAIL | PHONE NUMBER |
| COUNTY OF RIVERSIDE FACILITIES MGMT | MSULLIVAN@RIVCO.ORG | (951) 955-4820 |
| PROJECT APPLICANT ADDRESS | CITY | STATE |
| 3450 14TH STREET, | RIVERSIDE | 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 *C. Sandoval*

AGENCY OF FILING PRINTED NAME AND TITLE

Deputy

Cassandra Sandoval

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-202500377 | | |
| 05/07/2025 01:04 PM Fee: \$ 50.00 | | |
| Page 1 of 2 | | |
| Removed: | By: | Deputy |
|  | | |

NOTICE OF EXEMPTION

March 17, 2025

Project Name: Approval of Subordination, Non-Disturbance and Attornment (SNDA) Agreement with Banc of California and Gary L. Carlton and Wendy Carlton, Department of Public Social Services (DPSS), 901 Ramsey Street, Banning

Project Number: FM042130003000

Project Location 901 East Banning Street, east of Hargrave Street, Banning, California 92220, Assessor's Parcel Number (APN) 541-161-036

Description of Project: On June 14, 2007, the County of Riverside (County) entered into a lease agreement with Gary L. Carlton and Wendy Carlton, Trustees of the Gary and Wendy Carlton Living Trust dated August 14, 2001 (Lessor) for approximately 38,286 square feet of office space located at 901 Ramsey Street, Banning, CA 92220 (Lease) for use by the Department of Public Social Service (DPSS). 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. Banc of California, a California corporation (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 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.

05/06/2025 Item 3.15

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: _____

3-17-2025

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

Document Root (Read-Only)

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| Selected Document |
| 2025050354 - NOE - Approval of Subordination, Non-Disturbance and Attornment (SNDA) Agreement with Banc of California and Gary L. Carlton and Wendy Carlton, Department of Public S |
| Riverside County Created - 5/8/2025 Submitted - 5/8/2025 Posted - 5/8/2025 Received - 5/8/2025 Published - 5/8/2025 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 Banc of California and Gary L. Carlton and Wendy Carlton, Department of Public S |
| Document Description On June 14, 2007, the County of Riverside (County) entered into a lease agreement with Gary L. Carlton and Wendy Carlton, Trustees of the Gary and Wendy Carlton Living Trust dated August 14, 2001 (Lessor) for approximately 38,286 square feet of office space located at 901 Ramsey Street, Banning, CA 92220 (Lease) for use by the Department of Public Social Service (DPSS). 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. Banc of California, a California corporation (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 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. |

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| Attachments (Upload Project Documents) |
| 3.15 NOE - Approval of SNDA Agreement, DPSS, 901 Ramsey St, Banning RECORDED.pdf |

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|---|
| Contacts |
| County of Riverside Facilities Management - Mike Sullivan 3450 14th Street Riverside, CA 92501 Phone : (951) 955-4820 msullivan@rivco.org |

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|---------------------|
| Regions |
| Southern California |

| |
|-----------|
| Counties |
| Riverside |

| |
|---------|
| Cities |
| Banning |

| |
|---|
| Location Details |
| Zip Code - 92220 Parcel Number - Assessor's Parcel Number (APN) 541-161-036 |
| Other Location Info 901 East Banning Street, east of Hargrave Street, Banning, California 92220, Assessor's Parcel Number (APN) 541-161-036 |

Notice of Exemption**Exempt Status**

Categorical Exemption

Type, Section Number or Code Number

15301

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.

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.

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.

Exempt Status

Other

Type, Section Number or Code Number

15061(b)(3)

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.

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.

County Clerk(s)

Riverside

Signature

Title

Date

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Banc of California
3 MacArthur Place
Santa Ana, CA 92707
Attention: Teena Tran

Assessor's Parcel Number: 541-161-008

PC:02252025/BA040/40.241

SPACE ABOVE THE LINE FOR RECORDER'S USE

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made to be effective as of MAY 06 2025, by and among BANC OF CALIFORNIA, a California corporation ("Bank"), Gary L. Carlton and Wendy Carlton, Trustees of the Gary and Wendy Carlton Living Trust dated August 14, 2001 (hereinafter referred to as "Landlord"), and County of Riverside, a political subdivision of the State of California ("Tenant");

WITNESSETH

WHEREAS, Bank is the owner and holder of a deed of trust dated as of _____ (the "Deed of Trust"), covering, without limitation, that certain real property described in EXHIBIT "A", attached hereto and made a part hereof for all purposes, and the buildings and improvements thereon, provided in the Lease (as hereinafter defined) (hereinafter collectively, the "Property"), which Deed of Trust was or shall be recorded in the Official Records of Riverside County, California, securing the payment of the loan (the "Loan") made by Bank to Landlord pursuant to that certain loan agreement dated as of even date with the Deed of Trust ("Loan Agreement"), and evidenced by that certain promissory note by Landlord in favor of Bank dated as of even date with the Deed of Trust (the "Note") (the Loan Agreement, Note, Deed of Trust and the other documents executed by Landlord in connection with the Loan being hereinafter sometimes referred to individually and collectively as "Loan Documents");

WHEREAS, Tenant is the holder of a leasehold estate pursuant to a Lease between Landlord and Tenant, dated July 17, 2007 (together with any and all addendums, amendments, and/or modifications thereto, and any and all renewals and/or extensions thereof, collectively, the "Lease") covering a portion of the Property as more particularly described therein ("Premises");

WHEREAS, Landlord (with such party and its successors and assigns occupying the position of landlord under the Lease being referred to collectively hereinafter as "Landlord") has assigned its right, title and interest under the Lease and its rights as landlord under the Lease to Bank to facilitate repayment of the Loan

Rev12.01.2023

CRE/SNDA
CCC

and performance of its obligations under the Deed of Trust; and

WHEREAS, Tenant and Bank desire to confirm their understanding with respect to the Lease and the Deed of Trust;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Bank, Landlord and Tenant hereby agree, and covenant as follows:

1. SUBORDINATION. The Lease and all estates, rights, options, liens, and charges thereunder contained or created under the Lease are and shall at all times continue to be, subject and subordinate in each and every respect, to the lien of the Deed of Trust and to any and all liens, interests and rights created thereby and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust or the indebtedness or other obligations secured thereby.

2. NON-DISTURBANCE. So long as Tenant is not in default (beyond any period given to Tenant under the Lease to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Bank in the exercise of any of its rights under the Loan Documents or by any party who acquires the Property from Bank as a result of the exercise by Bank of any such rights, (b) Tenant's occupancy of the Premises shall not be disturbed by Bank in the exercise of any of its rights under the Loan Documents during the term of the Lease or any extensions or renewals thereof or by any party who acquires the Property from Bank as a result of the exercise by Bank of any such rights, and (c) Bank will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Deed of Trust or any other instrument evidencing or securing the Loan.

3. ATTORNMENT. If any proceedings are brought for the foreclosure of the Deed of Trust, or if the Property is sold pursuant to a trustee's sale under the Deed of Trust, or if Bank becomes owner of the Property by acceptance of a deed or assignment in lieu of foreclosure or otherwise, Tenant shall attorn to Bank or purchaser, as the case may be, upon any such foreclosure sale or trustee's sale, or acceptance by Bank of a deed or assignment in lieu of foreclosure, and Tenant shall recognize Bank or such purchaser, as the case may be, as the Landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time, and from time to time, within fifteen (15) business days after the request of Landlord, any holder(s) of any of the indebtedness or other obligations secured by the Deed of Trust, or any such purchaser, all instruments or certificates which, in the reasonable judgment of Landlord, such holder(s) or such purchaser, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. In the event of any such attornment, Tenant further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligation of Tenant thereunder as a result of any such foreclosure proceeding or trustee's sale.

4. BANK'S RIGHTS, REMEDIES AND LIABILITY AS A LANDLORD OR LENDER IN POSSESSION. If Bank shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser acquires the Property upon any foreclosure of the Deed of Trust or any trustee's sale under the Deed of Trust, Bank or such purchaser, as the case may be, shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given to Tenant under the Lease to cure such default) in the payment of rent or additional rent or in the performance of any of the terms,

covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Bank or such purchaser had not succeeded to the interest of Landlord. Thereafter, Bank or such purchaser shall be bound to Tenant under all the terms, covenants, and conditions of the Lease, and Tenant shall, from and after the succession to the interest of Landlord under the Lease by Bank or such purchaser, have the same remedies against Bank or such purchaser for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Bank or such purchaser had not succeeded to the interest of Landlord, and Tenant shall be bound to Bank or such purchaser under all of the terms, covenants and conditions of the Lease; provided, however, that Bank or such purchaser shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord);
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord);
- (c) bound by any rent or additional rent which Tenant might have paid for more than the one (1) month in advance to any prior landlord (including Landlord), unless the same was paid to and received by Bank from Landlord;
- (d) bound by, or liable for any breach of, any representation or warranty contained in the Lease or made by any party to Tenant, including, but not limited to, Landlord;
- (e) bound by any amendment or modification of the Lease made after the date of this Agreement without Bank's prior written consent; or
- (f) liable for return of any security deposit or other sum(s) paid by Tenant to Landlord, unless the same was paid to and received by Bank from Landlord. Neither Bank nor any other party who from time to time shall be included in the definition of Bank hereunder, shall have any liability or responsibility under or pursuant to the terms of this Agreement from the date it ceases to own an interest in or to the Property, except for obligations that arose during the period of its ownership. Any claims, liabilities, or obligations arising from or related to breaches of the Lease or this Agreement occurring during a party's period of ownership shall survive the transfer of ownership, and Tenant shall retain all rights to pursue such claims against such prior owner, subject to applicable law. Tenant further acknowledges and agrees that neither Bank nor any purchaser of the Property at any foreclosure sale nor any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Bank or of any such purchaser or grantee, has or shall have any personal liability for the obligations of Landlord under the Lease, provided that any successor or assignee shall be required to assume all obligations of Landlord under the Lease as a condition of transfer. Any liability of such party shall be limited in all cases to its interest in the Property while owned by such party, and nothing in this provision shall limit Tenant's right to seek specific performance, injunctive relief, or other equitable remedies as permitted by law, with any liability of such party being limited in all cases to its interest in the Property then owned by such party.

5. NO WAIVER. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given to Tenant under the Lease to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed.

6. NOTICES. Tenant hereby acknowledges and agrees that:

- (a) From and after the date hereof, in the event of any act or omission of Landlord which would give Tenant the right, either immediately or after notice, the lapse of time, or both, to terminate the Lease or

to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to Bank, and (ii) until the expiration of thirty (30) days following such giving of notice to Bank in which time period Bank shall be entitled to cure any such acts or omissions of Landlord, or begin the cure and diligently pursue the cure if such cure, by its nature, cannot reasonably be effected within such thirty (30) day period.

(b) Tenant shall send to Bank a copy of any default, notice or statement sent by Tenant to Landlord under the Lease, at the same time such default, notice or statement is sent to Landlord.

(c) If Bank notifies Tenant of a default under the Deed of Trust and demands that Tenant pay its rent and all other sums due under the Lease to Bank, Tenant shall honor such demand and pay its rent and all of the sums due under the Lease directly to Bank or as otherwise required pursuant to such notice. In connection therewith, Landlord, by its execution of this Agreement, hereby acknowledges and agrees that in the event of a default under the Deed of Trust, Tenant may pay all rents and all of the sums due under the Lease directly to Bank as provided hereinabove upon notice from Bank that Landlord is in default. If Tenant shall make rental payments to Bank following receipt of notice that Landlord is in default, Landlord hereby waives any claims against Tenant for the amount of such payments made by Tenant to Bank.

7. COVENANTS. Tenant shall not, without obtaining the prior written consent of Bank, (a) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (b) voluntarily surrender the Premises or terminate the Lease without cause, or (c) assign the Lease or sublet the Premises other than pursuant to the provisions of the Lease.

8. AMENDMENTS/SUCCESSORS. This Agreement and the Lease may not be amended or modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns, and any purchaser or purchasers at foreclosure of the Property, and their respective heirs, personal representatives, successors and assigns.

9. NOTICE OF MORTGAGE. To the extent that the Lease shall entitle Tenant to notice of any mortgage or deed of trust, this Agreement shall constitute such notice to the Tenant with respect to the Deed of Trust and to any and all modifications, renewals, extensions, replacements and/or consolidations of the Deed of Trust and to any and all other mortgages or deeds of trust which may hereafter be subject to the terms of this Agreement as provided above. Tenant has not received notice of any assignment, hypothecation, mortgage, or pledge of Landlord's interest in the Lease or the rents or other amounts payable thereunder other than that given to Bank. Tenant consents to the Deed of Trust and to the assignment of Landlord's rights under the Lease to Bank. Bank may, at its election, in its sole and absolute opinion and judgment, subordinate the lien of the Deed of Trust to the Lease and the leasehold interest created thereby, and make said lien subject to the Lease by providing Landlord and Tenant written notice of such election at any time prior to completion of a foreclosure of the Deed of Trust, whether judicial or through the power of sale contained in the Deed of Trust, or the acceptance of any assignment or deed in lieu of foreclosure. From and after delivery of such notice to Tenant, the lien of the Deed of Trust shall be subject and subordinate to the Lease and the leasehold estate created thereby.

10. MULTIPLE COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will be deemed to be one and the same instrument. The exchange of copies of this Agreement and of executed signature pages by facsimile transmission or by electronic mail in "portable document format" ("pdf"), or by a combination of such means, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Bank may also execute this Agreement by electronic signature, whether digital or encrypted, which shall be considered as an original signature for all purposes and shall have the same

force and effect as an original signature. Without limitation, "electronic signature" shall include DocuSign signature, faxed or emailed versions of an original signature or electronically scanned and transmitted versions of an original signature, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act, any other similar state laws based on the Uniform Electronic Transactions Act, or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary.

11. GOVERNING LAW; JURISDICTION AND VENUE.

(a) Governing Law. This Agreement shall be governed by the laws of the State of California.

(b) Jurisdiction and Venue. Landlord and Tenant irrevocably submit to the nonexclusive jurisdiction of any Federal or state court sitting in California, over any suit, action or proceeding arising out of or relating to this Agreement. Landlord and Tenant irrevocably waive, to the fullest extent they may effectively do so under applicable law, any objection they may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Landlord and Tenant hereby consent to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to their respective addresses shown in this Agreement, for County, directed to the Clerk of the Board or as notified to the Bank and (ii) by serving the same upon the Landlord and/or Tenant, as the case may be, in any other manner otherwise permitted by law, and agree that such service shall in every respect be deemed effective service upon Landlord and/or Tenant.

12. CAPTIONS. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

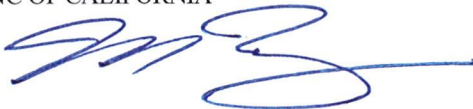
NOTICE: THIS AGREEMENT CONTAINS A PROVISION WHICH MAY ALLOW THE PARTIES AGAINST WHOM YOU CLAIM AN EQUITABLE INTEREST IN REAL PROPERTY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BANK:

BANC OF CALIFORNIA

By: 


Name: Michael Nguyen

Title: Executive Vice President

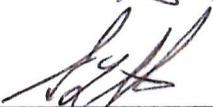
Address: 3 MacArthur Place
Santa Ana, CA 92707

LANDLORD:

The Gary and Wendy Carlton Living Trust dated
August 14, 2001, as Restated, and any amendments thereto

By:  Trustee
Gary L. Carlton, Trustee

By:  Trustee
Wendy Carlton, Trustee


Gary L. Carlton

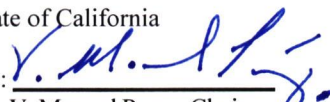

Wendy Carlton

Address: 4756 N. Highway 95
Parker, AZ 85344

TENANT:

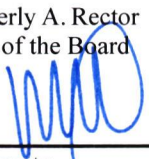
COUNTY OF RIVERSIDE, a political subdivision of the

State of California

By: 
V. Manuel Perez, Chair
Board of Supervisors

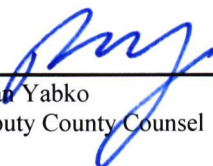
ATTEST:

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

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

} §

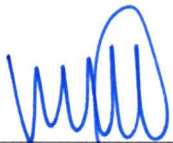
On May 6, 2025, before me, Whitney Mayo, a COB Assistant, personally appeared V. Manuel Perez, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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: _____



Deputy Clerk

(SEAL)

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

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

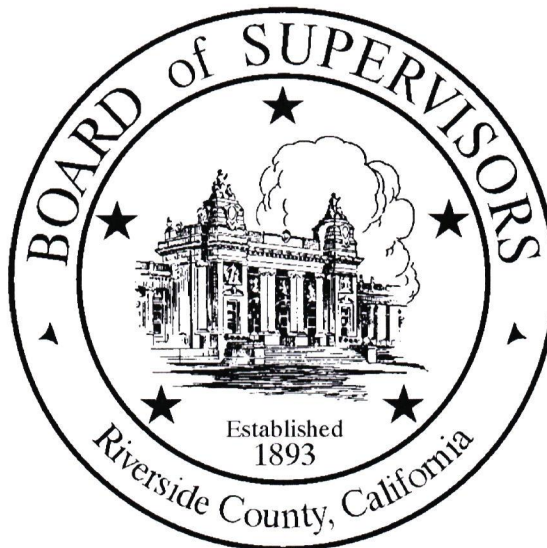
www.riversideacr.com

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: 05/06/2025

Signature: _____

Print Name: Whitney Mayo, 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 ORANGE

On APRIL 2, 2025, before me, KARYN NGUYEN, Notary Public
(insert name and title of the officer)

personally appeared MICHAEL NGUYEN

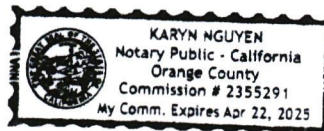
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

[SEAL]

Signature: Karyn Nguyen



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 April 14 2025, before me, Gina M Reyes, Notary Public
(insert name and title of the officer)
personally appeared Gary L. Carlton

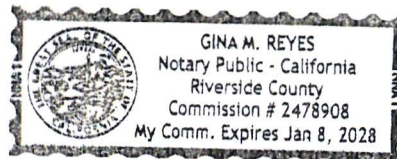
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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]



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 April 14, 2025 before me, Gina M Reyes Notary Public
(insert name and title of the officer)

personally appeared Wendy Christon

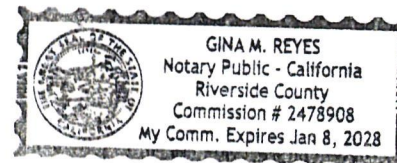
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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]



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, _____, Notary Public
(insert name and title of the officer)

personally appeared _____

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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

[SEAL]

Signature: _____

EXHIBIT A

PROPERTY DESCRIPTION

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

FOLLOWS: PARCEL A:

PARCEL 1:

THAT PORTION OF BLOCK 169 OF BANNING COLONY LANDS, IN THE CITY OF BANNING,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 3,](#)
[PAGE 149](#) OF MAPS, RECORDS OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID BLOCK, 516.30 FEET EAST OF
THE SOUTHWEST CORNER OF SAID BLOCK;
THENCE NORTH 00° 41' 44" WEST, A DISTANCE OF 30 FEET TO THE NORTHERLY RIGHT OF
WAY OF RAMSEY STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 00° 41' 44" WEST, A DISTANCE OF 300.00 FEET;
THENCE NORTH 89° 46' 05" WEST, A DISTANCE OF 196.30 FEET;
THENCE SOUTH 00° 41' 44" EAST, A DISTANCE OF 77.74 FEET;
THENCE NORTH 89° 19' 51" EAST A
DISTANCE OF 15.36 FEET; THENCE SOUTH
00°39'36" EAST, A DISTANCE OF 223.35 FEET;
THENCE SOUTH 89° 46' 05" EAST; A DISTANCE OF 181.08 FEET TO THE TRUE POINT OF
BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO AND SHOWN AS PARCEL B ON THE
LOT LINE ADJUSTMENT
RECORDED NOVEMBER 23, 2005 AS INSTRUMENT NO. 0975554 OFFICIAL RECORDS.

[APN: 541-161-35](#)

PARCEL 2:

THAT PORTION OF BLOCK 169 OF BANNING COLONY LANDS, IN THE CITY OF BANNING,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 3,](#)
[PAGE 149](#) OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF HARGRAVE STREET AND
THE SOUTHERLY LINE OF WILLIAMS STREET;
THENCE SOUTHERLY ALONG THE EASTERLY LINE OF HARGRAVE STREET A DISTANCE OF
334
FEET TO A POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND
CONVEYED TO CLARENCE F. SANDERS, ET AL. BY DEED RECORDED FEBRUARY 23, 1960 AS
INSTRUMENT NO. 15909 OFFICIAL RECORDS; THENCE NORTH 90° 00' 00" EAST A DISTANCE

Rev12.01.2023

NDA

CRE/S
CCC

OF 10.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 279.98 FEET;
THENCE SOUTH 00° 41' 44" EAST A DISTANCE OF 31.45 FEET;
THENCE NORTH 89° 19' 51" EAST A DISTANCE OF 15.36 FEET;
THENCE SOUTH 00° 39' 36" EAST A DISTANCE OF 223.35 FEET;
THENCE NORTH 89° 46' 05" WEST A DISTANCE OF 154.53 FEET;
THENCE NORTH 00° 41' 44" WEST A DISTANCE OF 170.02 FEET;
THENCE NORTH 89° 46' 05" WEST A DISTANCE OF 140.02 FEET;
THENCE NORTH 00° 41' 44" WEST A DISTANCE OF 83.43 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION OF SAID LAND LYING WITHIN PARCEL "8" AS DESCRIBED IN "EXHIBIT "8" LEGAL DESCRIPTION OF ADJUSTED PARCELS" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED NOVEMBER 23, 2005 AS INSTRUMENT NO. 975554 OFFICIAL RECORDS.

SAID DESCRIPTION IS BASED UPON THAT CERTAIN LOT LINE ADJUSTMENT RECORDED NOVEMBER 23, 2005 AS INSTRUMENT NO. 975554 OFFICIAL RECORDS, AND SHOWN AS PARCEL A.

[APN: 541-161-36](#)

PARCEL 3:

THAT PORTION OF BLOCK 169 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 3, PAGE 149](#) OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, AND A COPY THEREOF ON FILE IN [BOOK 5, PAGE 186](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 169, SAID NORTHEAST CORNER BEING IN THE CENTERLINE OF WILLIAMS STREET, AS SHOWN ON SAID MAP; THENCE NORTH 89° 15' 26" WEST ON THE CENTERLINE OF SAID WILLIAMS STREET, 15.00 FEET; THENCE SOUTH 00° 06' 50" WEST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 169, 319.40 FEET TO A POINT 330.00 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID BLOCK 169; THENCE NORTH 89° 05' 17" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 169, 326.29 FEET TO THE EASTERLY LINE OF THE WESTERLY 320.00 FEET OF SAID BLOCK, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 02' 56" WEST, PARALLEL TO THE WESTERLY LINE OF SAID BLOCK 169, 45.56 FEET TO A POINT ON A LINE SOUTHERLY 344 FEET FROM THE FORMER SOUTHERLY 30 FOOT RIGHT OF WAY LINE OF WILLIAMS STREET; THENCE NORTH 89° 15' 26" WEST, PARALLEL TO THE NORTHERLY LINE OF SAID BLOCK 169, 276.02 FEET TO A POINT ON THE EASTERLY 44 FOOT RIGHT OF WAY LINE OF HARGRAVE STREET AS SHOWN ON OFFER OF DEDICATION RECORDED MARCH 7, 2012 AS [INSTRUMENT NO. 2012-0104286 OFFICIAL RECORDS](#); THENCE NORTH 00° 02' 56" EAST ALONG SAID EASTERLY LINE OF HARGRAVE STREET 164.00 FEET TO A POINT BEING ON THE SOUTH LINE OF THAT PARCEL OF LAND CONVEYED TO CLARENCE F. SANDERS AND WIFE AND PAUL KNOELER AND WIFE BY DEED FILED FOR RECORD MAY 12, 1959 AS INSTRUMENT NO. 40725 IN BOOK 2470, PAGE 79 OFFICIAL RECORDS; THENCE SOUTH 89° 15' 26" EAST, PARALLEL TO THE NORTHERLY LINE OF BLOCK 169, 276.02 FEET

Rev12.01.2023

NDA

CRE/S
CCC

TO A POINT ON THE EASTERLY LINE OF THE WESTERLY 320.00 FEET OF SAID BLOCK 169:
THENCE SOUTH 00° 02' 56" WEST ALONG THE EASTERLY LINE OF SAID WESTERLY 320
FEET 118.44 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIPTION IS SHOWN AS PARCEL "A" PURSUANT TO LOT LINE
ADJUSTMENT RECORDED APRIL 22, 2016 AS [INSTRUMENT NO.2016-0160118 OFFICIAL
RECORDS.](#)

[APN: 541-161-043](#)

PARCEL B:

PARCEL 1:

THAT PORTION OF BLOCK 169 OF BANNING COLONY LANDS, IN THE CITY OF BANNING,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 3,
PAGE 149](#) OF MAPS, RECORDS OF SAN DIEGO COUNTY, AND A COPY THEREOF ON FILE IN
[BOOK 5, PAGE 186](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED
AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF
HARGRAVE STREET AND THE SOUTHERLY LINE OF WILLIAMS STREET; THENCE EASTERLY,
ON THE SOUTHERLY LINE OF WILLIAMS STREET, 135.45 FEET, TO THE NORTHEAST
CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO RALPH A. BOGEAR AND
OLGA H. BOGEAR, HUSBAND AND WIFE, BY DEED FILED FOR RECORD MARCH 31, 1955 AS
INSTRUMENT NO. 21012 OFFICIAL RECORDS, FOR THE TRUE POINT OF BEGINNING;
THENCE SOUTHERLY, ON THE EASTERLY LINE OF SAID PARCEL SO CONVEYED TO
RALPH A. BOGEAR, ET. UX., 73.52 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE
NORTH 89° 14' 18" WEST, ON THE SOUTHERLY LINE OF SAID PARCEL SO CONVEYED TO
RALPH A. BOGEAR, ET. UX., 135.45 FEET, TO A POINT ON THE EASTERLY LINE OF
HARGRAVE STREET; THENCE SOUTHERLY, ON THE EASTERLY LINE OF HARGRAVE
STREET, 96.552 FEET; THENCE SOUTH 89° 14' 18" EAST 290 FEET, TO A POINT ON THE
WESTERLY LINE OF THAT CERTAIN PARCEL
OF LAND CONVEYED TO PAUL W. LINK, A SINGLE MAN, BY DEED FILED FOR RECORD
MAY 11, 1955 AS INSTRUMENT NO. 30712 OFFICIAL RECORDS; THENCE NORTHERLY, ON
THE WESTERLY LINE OF SAID LAND SO CONVEYED TO PAUL W. LINK, 170 FEET, MORE OR
LESS, TO A POINT ON THE SOUTHERLY LINE OF WILLIAMS STREET; THENCE WESTERLY,
ON THE SOUTHERLY LINE OF WILLIAMS STREET, 154.55 FEET, MORE OR LESS, TO THE
TRUE POINT OF BEGINNING.

[APN: 541-161-039](#) AND 541-161-040

PARCEL 2:

THAT PORTION OF BLOCK 169 OF BANNING COLONY LANDS, IN THE CITY OF BANNING,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 3,
PAGE 149](#) OF MAPS, RECORDS OF SAN DIEGO COUNTY, AND A COPY THEREOF ON FILE IN
[BOOK 5, PAGE 186](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED
AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF HARGRAVE STREET AND THE
SOUTH LINE OF WILLIAMS STREET; THENCE SOUTH, ALONG THE EAST LINE OF

HARGRAVE STREET, 73.448 FEET; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF WILLIAMS STREET, 135.45 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID BLOCK.

73.52 FEET, TO A POINT ON THE SOUTH LINE OF WILLIAMS STREET; THENCE NORTH 89° 16' WEST, ALONG THE SOUTH LINE OF WILLIAMS STREET, 135.45 FEET TO THE POINT OF BEGINNING.

[APN: 541-161-042](#)

PARCEL 3:

THAT PORTION OF BLOCK 169 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 3, PAGE 149](#) OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, AND A COPY THEREOF ON FILE IN [BOOK 5, PAGE 186](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 169, SAID NORTHEAST CORNER BEING IN THE CENTERLINE OF WILLIAMS STREET, AS SHOWN ON SAID MAP; THENCE NORTH 89° 15' 26" WEST ON THE CENTERLINE OF SAID WILLIAMS STREET, 15.00 FEET; THENCE SOUTH 00° 06' 50" WEST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 169, A DISTANCE OF 33.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WILLIAMS STREET AS SHOWN ON OFFER OF DEDICATION RECORDED AS [INSTRUMENT NO. 2012-0104286](#) ON MARCH 7, 2012, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 06' 50" WEST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 169, A DISTANCE OF 286.40 FEET TO A POINT 330.00 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID BLOCK 169;

THENCE NORTH 89° 05' 17" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK, 326.29 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE WESTERLY 320.00 FEET OF SAID BLOCK; THENCE NORTH 00° 02' 56" EAST ALONG THE EASTERLY LINE OF THE WESTERLY 320.00 FEET OF SAID BLOCK, A DISTANCE OF THE 285.44 FEET, MORE OR LESS, TO THE SOUTHERLY 33 FOOT RIGHT OF WAY LINE OF WILLIAMS STREET AS SHOWN ON OFFER OF DEDICATION RECORDED AS [INSTRUMENT NO. 2012-0104286](#) ON MARCH 7, 2012; THENCE SOUTH 89° 15' 26" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF WILLIAMS STREET, A DISTANCE OF 326.61 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIPTION IS SHOWN AS PARCEL "B" PURSUANT TO LOT LINE ADJUSTMENT RECORDED APRIL 22, 2016 AS [INSTRUMENT NO. 2016-0160118 OFFICIAL RECORDS](#).

[APN: 541-161-044](#)

Department of Public Social Services

901 Ramsey St., Banning, CA 92220



Legend

- County Boundary
- City Boundaries
- 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.

Notes

APN: 541-161-088
District 5
Premises highlighted in red

0 262 523 Feet

REPORT PRINTED ON... 3/4/2025 10:02:26 AM

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