

353  
SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

217



FROM: Department of Facilities Management SUBMITTAL DATE: February 19, 2003

SUBJECT: SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND LESSEE,  
LESSOR ESTOPPEL AGREEMENT/TYLER PLAZA L.P., A CALIFORNIA  
LIMITED PARTNERSHIP, LESSOR/COMMUNITY HEALTH AGENCY,  
RIVERSIDE

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Subordination,  
Non-disturbance, Attornment and Lessee-Lessor Estoppel Agreements.

BACKGROUND: The County of Riverside and Tyler Plaza L.P., a California Limited Partnership,  
Lessor, entered into three lease agreements for the purpose of providing office space for the  
Community Health Agency in the facility located at 10370 Hemet Street, Suites 150, 300, and 330,  
Riverside. To facilitate refinancing of the two properties, the Lender, Universal Bank, has requested  
the execution of these Agreements by the County and Lessor.

(Continued on Page 2)

MJS:HR:sh  
8.192

MICHAEL J. SYLVESTER, Director  
Department of Facilities Management

FINANCIAL DATA:

CURRENT YEAR COST \$ - 0 -  
NET COUNTY COST \$

ANNUAL COST \$ - 0 -  
IN CURRENT YEAR BUDGET: N/A  
BUDGET ADJUSTMENT: FOR FY:

SOURCE OF FUNDS:

C.E.O. RECOMMENDATION: **APPROVE.**

County Executive Officer Signature

Policy  
 Policy

Consent  
 Consent

Department Recommendation:  
Per Executive Office:

Prev. Agn. ref.

Dist. 1

AGENDA NO.

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.15

BOARD OF SUPERVISORS

Form 11: SUBORDINATION, NON-DISTURBANCE, ATTORNMEN AND LESSEE-  
LESSORESTOPPEL AGREEMENT/TYLER PLAZA L.P., A CALIFORNIA LIMITED  
PARTNERSHIP, LESSOR/DEPARTMENT OF MENTAL HEALTH, RIVERSIDE

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**BACKGROUND:** (Continued)

By execution of these Agreements, the County agrees to subordinate its leasehold estate to the liens in favor of the Lender, which will have no effect on prospective rights and obligations of County or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor becomes the Landlord, the County will recognize (attorn) the Lender or its successor as Landlord and the County's rights and obligations shall remain the same (non-disturbed) as set forth in the Lease for the remainder of the lease term.

The attached agreement has been approved by County Counsel as to form.