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948

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



**FROM:** Department of Facilities Management

**SUBMITTAL DATE:**  
August 24, 2004

**SUBJECT:** SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT,  
CAMPUS MEDICAL CENTER, L.L.C., LESSOR/COUNTY OF RIVERSIDE

**RECOMMENDED MOTION:** That the Board of Supervisors approves the attached Subordination, Non-Disturbance and Attornment Agreement and authorize the Chairman of the Board to execute same on behalf of the County.

**BACKGROUND:** The County of Riverside and Campus Medical Center, L.L.C., Lessor, entered into a lease agreement for the purpose of providing office space for the Riverside County Regional Medical Center, Human Resources, and Community Health Agency in the facility located at 14375 Nason Street, Moreno Valley. To facilitate the refinancing of this property, the American Equity Investment Life Insurance Company has requested the execution of this Agreement by the County and Lessor.

Departmental Concurrence

(Continued on Page 2)

MJS:HR:sh  
9.183

*Michael J. Sylvester*  
MICHAEL J. SYLVESTER, DIRECTOR  
Department of Facilities Management

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost 04/05:	\$0	For Fiscal Year:	04/05

SOURCE OF FUNDS: No County costs	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

County Executive Office Signature

*Lisa Brandt*

Consent  
 Policy  
  
 Consent  
 Policy  
  
 Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 5

Agenda Number:

**ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD**

3.29

BOARD OF SUPERVISORS

Form 11: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT  
AGREEMENT, CAMPUS MEDICAL CENTER, L.L.C., LESSOR/  
COUNTY OF RIVERSIDE

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**BACKGROUND:** (Continued)

By execution of this Agreement, 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 successors 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 as to form by County Counsel.