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**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, ATTORNMENT AND ASSIGNMENT OF LEASE AGREEMENT, OTR CORONA, LLC, AND WILSON THREE, LLC, AS LESSOR AND THE DEPARTMENT OF PUBLIC SOCIAL SERVICES, CORONA.

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

BACKGROUND: The County of Riverside and OTR Corona, LLC, Lessor, entered into a lease agreement on May 4, 2004, for the purpose of providing office space for Department of Public Social Services, MediCal Division in the facility located at 1373 Old Temescal Road, Corona. To facilitate the refinancing of this property, City National Bank, has requested the execution of these Agreements by the County and Lessor. 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

(Continued on Page 2)

MJS:SG:db
9.176

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

Lisa Brandl

County Executive Office Signature

Policy

Consent

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

Prev. Agn. Ref.: 5/4/2004, 3.11.

District: 2

Agenda Number:

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

3.30

BOARD OF SUPERVISORS

Form 11: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT,
OTR CORONA, LLC/WILSON THREE, LLC CORONA

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BACKGROUND: (Continued)

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) to 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 as to form by County Counsel.

CORONA COUNTY

AUG 24 2004

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