

2038

538

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



**FROM:** Department of Facilities Management

**SUBMITTAL DATE:**  
September 27, 2004

**SUBJECT:** ESTOPPEL, CONSENT, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, TYLER PLAZA, L.P., A CALIFORNIA LIMITED PARTNERSHIP, LESSOR, COMMUNITY HEALTH DEPARTMENT, RIVERSIDE, 10370 HEMET ST, SUITES 100 AND 150, 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 two lease agreements for the purpose of providing office space for the Community Health Department in the facility located at 10370 Hemet Street, Suites 100 and 150, Riverside. To facilitate the refinancing of this property, the Lender Column Financial, Inc., a

(Continued on Page 2)

MJS:TW:sh  
9.227

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A
SOURCE OF FUNDS: N/A			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

Dep't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3.11, 6/15/04  
7/27/04; 3.21, 7/27/04

District: 1

Agenda Number:

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

3.25

BOARD OF SUPERVISORS

Form 11: ESTOPPEL, CONSENT, SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMEN T AGREEMENT, TYLER PLAZA, L.P., A CALIFORNIA  
LIMITED PARTNERSHIP, LESSOR, COMMUNITY HEALTH  
DEPARTMENT, RIVERSIDE, 10370 HEMET ST, SUITES 100 and 150,  
RIVERSIDE

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**BACKGROUND:** (Continued)

Delaware Corporation has requested the execution of this Agreement by the County and Lessor. 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 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.