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

FROM: Department of Facilities Management

SUBMITTAL DATE:
July 28, 2005

SUBJECT: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT /
RIVERCREST PLAZA, LLC, RIVERSIDE

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

BACKGROUND: The County of Riverside and Rivercrest Plaza, LLC (Silagi Development and Management Company) entered into a lease agreement for the purpose of providing office space in Riverside for Informational Technologies. The leased facilities are located at 6147 Rivercrest Drive, Riverside, California.

(Continued on Page 2)
MJS:LGH:pc
9.539

Departmental Concurrence

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ -0-	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	05/06

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.: 6/5/01, #3.34; 6/5/01, #3.33; 5/7/02, #3.24 | District: 1 | Agenda Number:

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

3.36

DEPARTMENT OF FACILITIES MANAGEMENT
Form 11: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT / RIVERCREST PLAZA, LLC, RIVERSIDE

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BACKGROUND: (Continued)

To facilitate the refinance of this property for Rivercrest Plaza, LLC (Silagi Development and Management Company) Kansas City Life Insurance Company, ("Lender") has requested the County of Riverside and Rivercrest Plaza, LLC to execute the following documents regarding the leased property:

Subordination, Non-Disturbance and Attornment Agreement: 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 Landlord, the County will recognize (attorn) the Lender or its successor as Landlord 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.

County Counsel has reviewed and approved the attached document as to form.