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303

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



FROM: Department of Facilities Management

SUBMITTAL DATE:
January 4, 2006

SUBJECT: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT /
BANNING OFFICE BUILDING, LLC

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 the County.

BACKGROUND: The County of Riverside and Banning Office Building, LLC entered into a lease agreement for the purpose of providing office space in Banning for the Department of Public Social Services. The leased facility is located at 161 W. Ramsey, Suites A & B, Banning, California.

(Continued on Page 2)

Departmental Concurrence

MICHAEL J. SYLVESTER, DIRECTOR
Department of Facilities Management

MJS:LGH:eo
9.807

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

County Executive Office Signature

Consent
 Policy

 Consent
 Policy

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

Prev. Agn. Ref.: 12/7/99, #3.4;
12/7/04, #3.9; 8/25/05, #3.48

District: 5

Agenda Number:

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

3.16

DEPARTMENT OF FACILITIES MANAGEMENT
Form 11: SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT
AGREEMENT / BANNING OFFICE BUILDING, LLC

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BACKGROUND: (Continued)

To facilitate the refinance of this property for Banning Office Building, LLC and First Future Credit Union ("Lender") has requested the County of Riverside and Banning Office Building, 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.