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



**FROM:** Department of Facilities Management

**SUBMITTAL DATE:**  
January 5 2006

**SUBJECT:** SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT,  
WILSON THREE, LLC, LESSOR, DEPARTMENT OF PUBLIC SOCIAL SERVICES, CORONA

Departmental Concurrence

**RECOMMENDED MOTION:** That the Board of Supervisors approve 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 Wilson Three, LLC, Lessor, entered into a lease agreement for the purpose of providing office space for the Department of Public Social Services in the facility located at 1373 Old Temescal Road, Corona.  
(Continued on Page 2)

  
MICHAEL J. SYLVESTER, Director  
Department of Facilities Management

MJS:HHR:eo  
9.808

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:	\$ -0-	For Fiscal Year:	05/06

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

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

Prev. Agn. Ref.: 5/4/04, #3.11; 9/14/04, #3.30 | District: 2 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.12

BOARD OF SUPERVISORS

Form 11: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT  
AGREEMENT, WILSON THREE, LLC, LESSOR, DEPARTMENT OF  
PUBLIC SOCIAL SERVICES, CORONA

January 5, 2006

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**BACKGROUND:** (Continued)

To facilitate the refinancing of this property, Life Insurance Company of the Southwest, a Texas 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.