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



**FROM:** Department of Facilities Management

**SUBMITTAL DATE:**  
February 16, 2006

**SUBJECT:** SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, IOWA AVENUE HOLDINGS, L.L.C., LESSOR/DEPARTMENT OF PUBLIC SOCIAL SERVICES, 2038 IOWA AVENUE, SUITE 103, RIVERSIDE.

**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 Iowa Avenue Holdings, L.L.C. Lessor, entered into a lease agreement on February 7, 2002, for the purpose of providing office space for the Department of Public Social Services/Community Action.

(Continued on Page 2)

MICHAEL J. SYLVESTER, Director  
Department of Facilities Management

MJS:HHR:eo  
9.865

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 0	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	05/06

<b>SOURCE OF FUNDS:</b> No County costs.	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION: APPROVE**

County Executive Office Signature

FORM APPROVED  
COUNTY COUNSEL

FEB 22 2006

BY *Sharon V. Gabe* Departmental Concurrence

- Consent
- Policy
- Consent
- Policy

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

Prev. Agn. Ref.: 04/13/04 #3.14; District: 1 Agenda Number:

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

3.5

BOARD OF SUPERVISORS

Form 11: SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT  
AGREEMENT, DEPARTMENT OF PUBLIC SOCIAL SERVICES/IOWA  
AVENUE HOLDINGS, LLC, LESSOR

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**BACKGROUND:** (Continued)

The leased facility is located at 2038 Iowa Avenue, Suite 103, Riverside, California. To facilitate the refinancing of this property, Wrightwood Capital Lender, L.L.C., 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.