

504



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

FROM: Department of Facilities Management

SUBMITTAL DATE:

SUBJECT: Subordination, Non-Disturbance and Attornment Agreement, River Crest LLC, Successor in Interest to The Betty L. Hutton Title Holding Company, Inc., Lessor

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Subordination, Non-Disturbance and Attornment Agreement.

BACKGROUND: The County of Riverside and River Crest LLC, Successor in Interest to The Betty L. Hutton Title Holding Company, Inc., Lessor, entered into a lease agreement for the purpose of providing office space for the Department of Office on Aging in the facility located at 6292 River Crest Drive, Suite K, Riverside, California. To facilitate the refinancing of this property, the Lender, Nationwide Life Insurance Company, an Ohio corporation, has requested the execution of this Agreement by the County and Lessor.

(Continued on Page 2)

Departmental Concurrence

RF:TW:ss
10.896

Robert Field, 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:	06/07

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

FORM APPROVED
COUNTY COUNSEL

APR 23 2007

County Executive Office Signature

BY

- Policy
- Policy
- Consent
- Consent

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

Prev. Agn. Ref.: 10/5/93, #3.11;
3/30/99 #3.5; 6/8/04, #3.24

District: 1

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.16

Department of Facilities Management
Subordination, Non-Disturbance and Attornment Agreement, River Crest LLC,
Successor in Interest to The Betty L. Hutton Title Holding Company, Inc., Lessor

Page 2

BACKGROUND: (Continued)

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.