

2007-04-60

642



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

FROM: Department of Facilities Management

SUBMITTAL DATE:
April 27, 2007

SUBJECT: Subordination, Non-Disturbance and Attornment Agreement, 111 Plaza Partners, LLC, Lessor, as Successor in Interest to La Linda Estates, Inc.

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

BACKGROUND: The County of Riverside and 111 Plaza Partners, LLC, Lessor, as Successor in Interest to La Linda Estates, Inc., entered into a lease agreement for the purpose of providing office space for the Department of Environmental Health in the facility located at 2500 N. Palm Canyon Drive, Suites A1-A3, Palm Springs, California. To facilitate the refinancing of this property, the Lender, CIT Lending Services Corporation, a Delaware corporation has requested the execution of this Agreement by the County and Lessor. By

Robert Field, Director
Department of Facilities Management

RF:TW:cm
10.813

Departmental Concurrence

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: 07/08	\$ N/A	For Fiscal Year:	N/A

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
Gordon V. Woo
APR 06 2007

Jennifer Sargent

County Executive Office Signature

BY Gordon V. Woo

Policy
 Consent

 Policy
 Consent

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

Prev. Agn. Ref.: 4/30/02 3.11, 10/5/04 | District: 5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.17

Department of Facilities Management
Subordination, Non-Disturbance and Attornment Agreement, 111 Plaza Partners, LLC,
Lessor, as Successor in Interest to La Linda Estates, Inc.
March 16, 2007
Page 2

BACKGROUND: (Continued)

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.