

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

342



FROM: Department of Facilities Management

SUBMITTAL DATE:
February 14, 2008

SUBJECT: Subordination, Non-Disturbance and Attornment Agreement, Department of Public Social Services, 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 B.H. Central L.L.C. entered into a lease agreement for the purpose of providing office space for the Department of Public Social Services in the facility located at 3610 Central Avenue, Riverside. To facilitate the refinancing of this property, RABOBANK, N.A., a national banking association, 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

Robert Field, Director
Department of Facilities Management

RF:HHR:cm
11.570/2008-02-292

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:	07/08

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Jennifer L. Sargent
County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Gordon V. Woo 3/3/08
DATE: 3/3/08
Departmental Concurrence

Policy

Consent

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

Prev. Agn. Ref.: 12/14/99, 3.11;
5/01/01, 3.15; 2/01/05, 3.11; 1/10/06,
3.20

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.20

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BACKGROUND: (Continued)

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 Lessor, the County will recognize (attorn) the Lender or its successor as Lessor 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.