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Skagit County Auditor

11/20/2008 Page 1 of 8 11:04AM

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:

Verizon Wireless

Attn: Network Real Estate - M/S 231

15900 SE Eastgate Way

Bellevue, WA 98008

(Space above this line is for Recorder's use.)

ORIGINAL

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND**  
**ATTORNMEN AGREEMENT**

Grantor:

Brad York and Jo Jo Buckham York, husband and wife

Grantee:

Seattle SMSA Limited Partnership d/b/a Verizon  
Wireless

Legal Description:

Skagit County, State of Washington

Official legal description as Exhibit "A"

Assessor's Tax Parcel ID#:

4098-004-004-0003 (P72942)

Reference # (if applicable):

N/A

200803210116

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND  
ATTORNMEN AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN AGREEMENT ("Agreement") is made as of the 7<sup>th</sup> day of November, 2008, among Summit Bank, whose address is 723 Haggen Drive, PO Box 805, Burlington, WA 98233 ("Lender"), Brad York and Jo Jo Buckham York, husband and wife, whose address is P.O. Box 756, Conway, WA 98238 ("Landlord"), and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, with offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant").

**RECITALS**

A. Tenant is the lessee pursuant to an Option and Land Lease Agreement ("Lease") dated November 9, 2008, between Landlord and Tenant, of premises located at 18620 Main Street, Conway, County of Skagit, State of Washington 98238 ("Landlord's Property") as shown on Exhibit "A" attached hereto and made a part hereof.

B. Lender intends to make, or has made, a loan to Landlord. The loan is to be, or was, secured by deed of trust on Landlord's Property ("Trust Deed"). The certain Trust Deed was executed by Landlord and Lender on March 17, 2008 and recorded on March 21, 2008 under Recording Number 200803210116 of the records of Skagit County, in the State of Washington.

C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.

2. **Consent.** Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

3. **Non-Disturbance.** So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be



diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Landlord's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

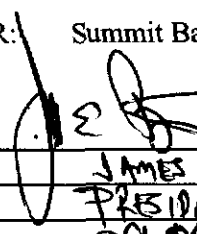
7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or



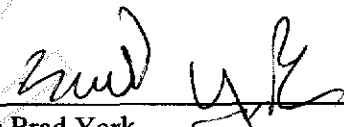
proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

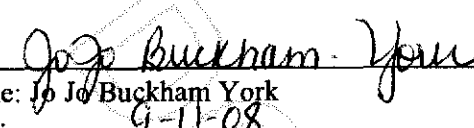
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

LENDER: Summit Bank

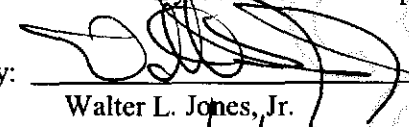
By:   
Name: JAMES E BISHOP II  
Title: PRESIDENT  
Date: 09/06/08

LANDLORD: Brad York and Jo Jo Buckham York,  
Husband and wife

By:   
Name: Brad York  
Date: 9/11/08

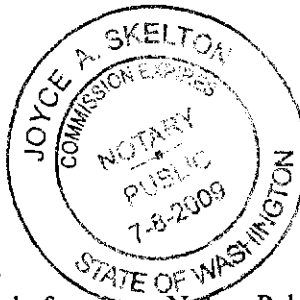
By:   
Name: Jo Jo Buckham York  
Date: 9-11-08

TENANT: Seattle SMSA Limited Partnership  
d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner

By:   
Walter L. Jones, Jr.  
West Area Vice President - Network  
Date: 11/9/08

**LENDER ACKNOWLEDGMENT**

STATE OF WA  
COUNTY OF SKAGIT } ss.



On this 16<sup>TH</sup> day of SEPT, 2008, before me, a Notary Public in and for the State of WA, personally appeared JAMES E. VASILE, II, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the UNDER CREDIT OFFICER of Summit Bank, to be the free and voluntary act and deed of said banking association for the uses and purposes mentioned in the instrument.

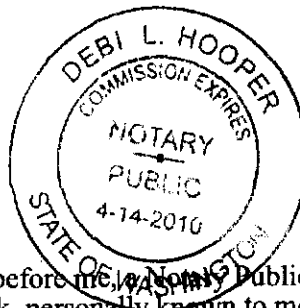
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Joyce A. Skelton  
NOTARY PUBLIC in and for the State of WA,  
residing at WA Verno  
My appointment expires 7/8/09  
Print Name Joyce A. Skelton



**LANDLORD ACKNOWLEDGMENT**

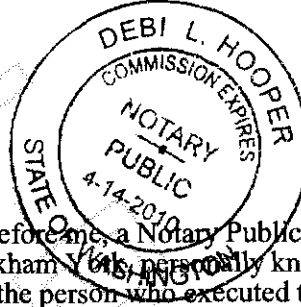
STATE OF Wa )  
COUNTY OF Skagit ) ss.



On this 11th day of September, 2008, before me, a Notary Public in and for the State of Washington, personally appeared Brad York, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Debi L Hooper  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at Burlington  
My appointment expires 4-14-2010  
Print Name Debi L Hooper



STATE OF WA )  
COUNTY OF Skagit ) ss.

On this 11th day of Sept, 2008, before me, a Notary Public in and for the State of Washington, personally appeared Jo Jo Buckham York, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Debi L Hooper  
NOTARY PUBLIC in and for the State of WA,  
residing at Burlington  
My appointment expires 4-14-2010  
Print Name Debi L Hooper



# TENANT ACKNOWLEDGMENT

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
)  
County of Orange )

On 11/9/08 before me, Sandra J Rojas, Notary Public,  
personally appeared Walter L. Jones, Jr.

who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he executed the same in his  
authorized capacity, and that by his signature on the instrument the person, or the entity upon  
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra J. Rojas  
Signature of Notary Public



Place Notary Seal Above



**EXHIBIT A**  
**"Landlord's Property"**

Lots 3 and 4, Block 4, "PLAT OF THE TOWN OF CONWAY, SKAGIT COUNTY, WASH. ", as per plat recorded in Volume 3 of Plats, page 6, records of Skagit County, Washington.

TOGETHER WITH that portion of alley in Block 4, "PLAT OF THE TOWN OF CONWAY, SKAGIT COUNTY, WASH. ", as per plat recorded in Volume 3 of Plats, page 6, records of Skagit County, Washington, described as follows:

The East ½ of alley abutting the West line of Lots 3 and 4, Block 4 of said plat of Conway, lying South of the North line of said Lot 3, and North of the South line of said Lot 4, if said lines were extended Westerly.

TOGETHER WITH that portion of "First Street" as delineated on the face of said Plat of Conway, lying South of the North line of said Lot 3, Block 4, and North of the South line of said Lot 4, Block 4, if said lines were extended Easterly, and lying West of Great Northern Railway right-of-way as delineated on the face of said Plat of Conway.

