



200901220055

Skagit County Auditor

RETURN ADDRESS:

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Bank of America Plaza
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Charlotte, NC 28280-4000

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CHICAGO TITLE CO. LC 38454

**CONSENT AND SUBORDINATION OF BENEFICIARY
TO RECIPROCAL EASEMENT AGREEMENT**

REFERENCE # OF RELATED DOCUMENT: 200803130086
GRANTOR: WELLS FARGO BANK, N.A.
GRANTEE: TWIN BRIDGES MARINA, LLC
ABBREVIATED LEGAL DESCRIPTION: PTN. GOV. LOT 1, SEC. 2, T34N, R2EWM; PTN. GOV. LOT 1, SEC. 11, T34N, R23WM; AND PTN. NW NW, SEC. 12, T34N, R2EWM
ASSESSOR'S TAX PARCEL NO(S): P20279

The undersigned Beneficiary, the current holder of that certain Commercial Deed of Trust, Security Agreement, Fixture Filing Financing Statement and Assignment of Leases, Rents, Income and Profits dated as of May 11, 2006 (the "**Mortgage**"), granted by TWIN BRIDGES MARINA, LLC, a Washington limited liability company ("**Borrower**") for the benefit of ARTESIA MORTGAGE CAPITAL CORPORATION, a Delaware corporation ("**Original Beneficiary**"), recorded under Skagit County's Auditor's File No. 200605220162 on May 22, 2006, as assigned by Original Beneficiary to the undersigned, encumbering certain property in Skagit County, Washington (as described in the foregoing Mortgage), does hereby consent to the grant by Borrower of the easements described in the Reciprocal Easement Agreement, recorded under Skagit County's Auditor's File No. #200803130086 on March 13, 2008 (the "**Easements**").

Beneficiary executes this Consent for the purpose of consenting to the Easements and subordinating the lien of the Mortgage to the Easements; provided, however, that (a) such subordination shall not be applicable to any liens or assessments created or arising under the Easements; (b) no violation of the Easements shall defeat, impair or render invalid the lien of the Mortgage; (c) Beneficiary's execution of this Consent shall not be deemed or construed to have the effect of creating any relationship of partnership or of joint venture, nor shall anything contained under this Consent be deemed to impose upon Beneficiary any of the liabilities, duties or obligations of or under the Easements, and Beneficiary executes this Consent solely for the purposes set forth in this Consent; and (d) such consent and subordination (i) shall in no way diminish, impair or affect the security interest in favor of Beneficiary created in the Mortgage, (ii) shall not affect, amend, limit or impair any of the terms or provisions of the Mortgage or any of Beneficiary's rights under the Mortgage, and (iii) shall not be deemed a consent to or a waiver

of any other conditions or requirements in the Mortgage or the other Loan Documents (as defined in the Mortgage).

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 22 2009

Amount Paid \$ ~~0~~
Skagit Co. Treasurer
By *mam* Deputy



200901220055
Skagit County Auditor

This 9th day of January, 2009.

BENEFICIARY:

**WELLS FARGO BANK, N.A., AS TRUSTEE FOR
THE REGISTERED HOLDERS OF WACHOVIA
BANK COMMERCIAL MORTGAGE TRUST,
COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-C26**

By: WACHOVIA BANK, NATIONAL ASSOCIATION
solely in its capacity as Master Servicer, as authorized
under that certain Pooling and Servicing Agreement
dated August 11, 2003

By: Crystal Edwards
Name: Crystal Edwards
Title: Vice President

STATE OF NORTH CAROLINA)
): ss.
COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me this 9th day of January, 2009
by Crystal Edwards, to me known to be the Vice Pres. of
WACHOVIA BANK, NATIONAL ASSOCIATION, acting solely in its capacity as Master
Servicer for and on behalf of WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE
REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST,
COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-C26.

[SEAL]



Janet Garner
Notary Public

My commission expires: 2-22-2010



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