

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:



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Skagit County Auditor

\$81.00

9/3/2015 Page

1 of

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TRAINOR FAIRBROOK  
Michael O. Gualco, Esquire  
Post Office Box 253824  
Sacramento, California 95865-5824  
(Site Name: WA1 Holtcamp)

(Space above this line for recorder's use)

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

Landlord/Borrower: Arturo Lopez, husband of Teresa Lopez, as his separate property

Tenant: Seattle SMSA Limited Partnership d/b/a Verizon Wireless

Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), as  
nominee for U.S. Bank National Association, successor to First  
NLC Financial Services, LLC

Legal Description: PTN NE 1/4 SW 1/4, 27-35-4  
County of Skagit, State of Washington  
Official legal description attached as Exhibit "A"

Assessor's Tax Parcel ID#: 350427-3-001-0007; 350427-0-057-0014

Reference # (if applicable): 200504290076

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

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN AGREEMENT ("Agreement") is made as of the 30 day of July, 2015, among Mortgage Electronic Registration Systems, Inc. (MERS), as nominee for U.S. Bank National Association, successor to First NLC Financial Services, LLC, with offices at 3121 Michelson Drive, Irvine, California 92612 ("Lender"), Arturo Lopez, husband of Teresa Lopez, as his separate property, with offices at 10624 Collins Road, Sedro-Woolley, Washington 98284 ("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 a Land Lease Agreement ("Lease") dated July 30, 2015 between Landlord and Tenant, of premises located at 10624 Collins Road, Sedro-Woolley, County of Skagit, State of Washington ("Landlord's Property"), and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Lender intends to make, or has made, a loan to Landlord. This loan is to be, or was, secured by a deed of trust on Landlord's Property ("Trust Deed"). A certain Trust Deed was executed by Landlord and Lender on April 23, 2005 and recorded on April 29, 2005 under Recording Number 200504290076 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:

Mortgage Electronic Registration Systems, Inc.  
(MERS), as nominee for U.S. Bank National  
Association, successor to First NLC Financial  
Services, LLC

By: [Signature]  
Name: Erin O'Donoghue  
Title: Officer  
Date: 5/14/15

LANDLORD:

Arturo Lopez, husband of Teresa Lopez,  
as his separate property

[Signature]  
Name: Arturo Lopez  
Date: 5-22-15

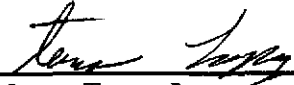
TENANT:

Seattle SMSA Limited Partnership  
d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

By: [Signature]  
Name: James A. Wales  
Title: Executive Director - Network  
Date: 7/30/15

**CONSENT OF SPOUSE**

I acknowledge that the interests conveyed in this instrument are the separate property of my spouse. I have read the foregoing instrument carefully and consent to its execution and performance in all respects.

  
\_\_\_\_\_  
Name: Teresa Lopez  
Spouse  
Date: 5-22-2015

**Exhibit "A"**  
**Legal Description of Landlord's Property**

That portion of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 27, Township 35 North, Range 4 East, W.M., lying South of the following described line:

Beginning at the Northeast corner of the Southwest  $\frac{1}{4}$  of said Section 27;  
thence South  $00^{\circ}46'01''$  West along the East line of the Southwest  $\frac{1}{4}$  of said Section 27, a distance of 306.36 feet to the South line of the right-of-way of the Burlington Northern Railway;  
thence continuing South  $00^{\circ}46'01''$  West along the East line of the Southwest  $\frac{1}{4}$  of said Section 27, a distance of 363.52 feet to the initial point of this line description;  
thence North  $89^{\circ}40'37''$  West, a distance of 663.39 feet to the intersection of the South line of the right-of-way of the Burlington Northern Railway with the West line of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 27 and the terminal point of this line description;

EXCEPT County road rights-of-way along the East and South lines of the above described property;

SUBJECT TO AND TOGETHER WITH an easement for a driveway to be used in common with the property adjacent to and North of the hereinabove described property, the location of which is described as:

Beginning at the initial point of the hereinabove described line:

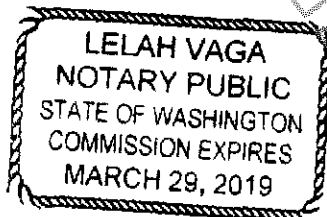
thence North  $89^{\circ}40'37''$  West, a distance of 20 feet to the West line of the County road and the point of beginning of this easement description;  
thence North  $89^{\circ}40'37''$  West, a distance of 130 feet;  
thence South  $50^{\circ}23'03''$  East, a distance of 18.95 feet to a point that is 12 feet Southerly, when measured at right angles, from the North line of the hereinabove described property;  
thence South  $89^{\circ}40'37''$  East, a distance of 115.24 feet to the West line of County road;  
thence North  $00^{\circ}46'01''$  East, a distance of 12 feet to the point of beginning of this easement description.

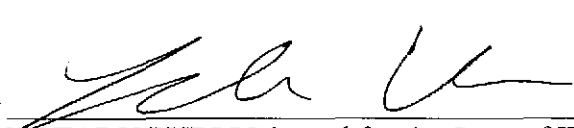
Situate in the County of Skagit, State of Washington.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 30 day of July, 2015, before me, a Notary Public in and for the State of Washington, personally appeared James A. Wales, 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 was authorized to execute the instrument, and acknowledged it as the Executive Director - Network of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Celco Partnership, Its General Partner, to be the free and voluntary act and deed of said party 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.



  
NOTARY PUBLIC in and for the State of WA,  
residing at \_\_\_\_\_ King County  
My appointment expires \_\_\_\_\_ March 29, 2019  
Print Name \_\_\_\_\_ Lelah Vaga

NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF WASHINGTON     )  
  )  
COUNTY OF KING         )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared James A. Wales 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 Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Place Notary Seal Above



**NOTARY ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Washington )  
County of Skagit ) ss.

On May 22, 15 before me, Bradley Sloan, Notary Public, personally appeared Arturo Lopez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of WA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

**Notary Public  
State of Washington  
Bradley Sloan  
Commission Expires 06-28-16**

**NOTARY ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Washington )  
County of Skagit ) ss.

On May 22, 15 before me, Bradley Sloan, Notary Public, personally appeared Teresa Lopez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of WA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

**Notary Public  
State of Washington  
Bradley Sloan  
Commission Expires 06-28-16**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On May 14, 2015, before me, Tuyen M. Le, a Notary Public in and for said county, personally appeared Erin O'Donoghue, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which 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.



Notary Public: Tuyen M. Le  
Notary ID: 2021897  
My commission expires: 4/26/17  
State at Large, California