



201605240032

Skagit County Auditor

\$81.00

5/24/2016 Page

1 of

9 1:27PM

**AFTER RECORDING MAIL TO:**

Name CROWN CASTLE INC

Address 2055 S STEARMAN DRIVE

City/State CHANDLER ARIZONA 85286

**Document Title(s):** (or transactions contained therein)

1. SUBORDINATION, NONDISTURBANCE,
- 2.
3. AND ATTORNMENT AGREEMENT
- 4.

**Reference Number(s) of Documents assigned or released:**

2010 02160152

DT # 201605240030

Additional numbers on page \_\_\_\_\_ of document



GUARDIAN NORTHWEST TITLE CO.

111331

**Grantor(s):** (Last name first, then first name and initials)

1. GOLDEN STATE TOWERS LLC
- 2.
- 3.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

**Grantee(s):** (Last name first, then first name and initials)

1. SIMON SETH, ROSE ANN
- 2.
- 3.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

PTN NW SE 14-34-4

Complete legal description is on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel / Account Number(s):**

P24761

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Document No.
Parcel No.

**AFTER RECORDING, PLEASE RETURN TO:**

Crown Castle Inc.  
Attn: Daniel Branch  
2055 S. Stearman Drive  
Chandler, Arizona 85286

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement"), dated this 13th day of May, 2016

by and between

Golden State Towers LLC, a Delaware limited liability company, successor in interest to SBA Properties, Inc., with a notice address of Crown Castle USA Inc., General Counsel, Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "**Tenant**");

and

Rose Simonseth, f/k/a Rose Ann Hilde whose address is 22508 Gunderson Road, Mount Vernon, Washington 98273 (hereinafter "**Landlord**");

and

HomeStreet Bank, with a principal place of business located at 601 Union Street, Suite 2000, Seattle, Washington 98101 (hereinafter "**Lender**").

**RECITALS:**

**WHEREAS**, Tenant and Landlord entered into a Option and Land Lease dated September 27, 2001 as amended and assigned (the "Lease") covering that certain real property located in Skagit County, State of Washington more fully described on **Exhibit A** attached hereto and made a part hereof (the "Premises"), a memorandum of which is recorded at Skagit County Auditor, Document number 201002160152, dated February 16, 2010;

**WHEREAS**, the property, a part of which property contains the Premises, is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Landlord in favor of Lender;

**WHEREAS**, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to execute the Security Instrument and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. **Subordination.** So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate in all respects to the Security Instrument insofar as it affects the real property of which the Premises forms a part (but not Tenant's or other parties' trade fixtures and other personal property), to any and all advances to be made thereunder and to all renewals, extensions, modifications, consolidations and replacements thereof with the same force and effect as if the Security Instrument had been executed, delivered and duly recorded prior to the execution, delivery and recording of the Lease.

2. **Nondisturbance.** So long as the Lease is in full force and effect and Tenant is not in material default (beyond applicable notice and cure periods) of any of its terms, obligations, covenants or conditions under the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the real property of which the Premises forms a part through a conveyance (an "Acquiring Party"), that the right of possession of the Premises and all other rights of Tenant under the Lease shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Lease, as said term may be renewed or extended pursuant to the provisions of the Lease or as said Premises may be expanded as specified in the Lease, by reason of a conveyance as defined herein. For purposes of this agreement, a conveyance shall include, but not be limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Premises and any other transfer, sale or conveyance of the Landlord's interest in the Premises under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Tenant agree that any conveyance shall be made subject to the Lease and the rights of Tenant under the Lease and the parties shall be bound to one another and have the same remedies against one another for any breach of the Lease as Tenant and Landlord had before conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior landlord. Lender will not join Tenant as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Lease.

3. **Attornment.** Upon receipt by Tenant of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Lease, to remain bound under the Lease and Tenant agrees to attorn to, accept and recognize Lender or any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease and any extensions or expansions thereof as made

pursuant to the Lease, subject to Tenant's express rights to terminate the Lease as provided therein. The parties agree, however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attainment. Tenant shall be under no obligation to pay rent to Lender or any Acquiring Party until such notice and reasonable supporting documentation are received.

4. Limitation. This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Premises or any portion thereof regardless of the manner in which same are attached or affixed to the Premises and Lender hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Tenant is authorized to remove said personal property.

5. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the real property of which the Premises forms a part whether directly or indirectly through Lender and to any assignees or subtenants of Tenant which are permitted under the Lease.

6. Notices. All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

7. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Premises are located.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

**TENANT:**

GoldenState Towers, a Delaware limited Liability Company

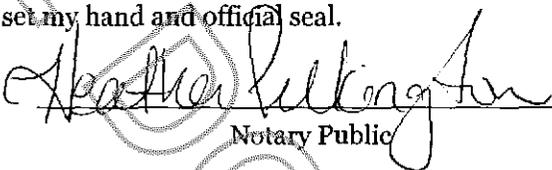
By:   
Print Name: Douglas E. Bannon  
Print Title: Real Estate Manager

**ACKNOWLEDGEMENT**

State/Commonwealth of Arizona  
County of Maricopa

On this, the 13<sup>th</sup> day of May, 20 16, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Douglas E. Bannon, who acknowledged him/herself to be the Real Estate Manager of Golden State Towers, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

 **HEATHER K. PILKINGTON**  
Notary Public - Arizona  
Maricopa County  
Expires 12/31/2017

LANDLORD:

Rose Ann Simonseth

By:

Print Name: Rose Ann Simonseth

Print Title: \_\_\_\_\_

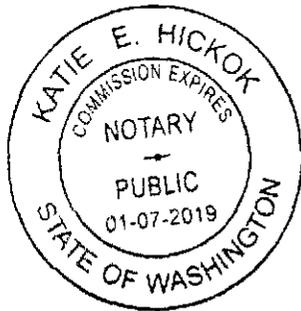
ACKNOWLEDGEMENT

State/Commonwealth of WA  
County of Snohomish

On this, the 19<sup>th</sup> day of May, 2016, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Rose Ann Simonseth known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Subordination, Nondisturbance and Attornment Agreement, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Katie E. Hickok  
Notary Public



LENDER:

\_\_\_\_\_

By:

Karen D. Wilson AVP

Print Name:

Karen D. Wilson

Print Title:

AVP

ACKNOWLEDGEMENT

State/Commonwealth of Washington  
County of Snohomish

On this, the 23rd day of May, 2016, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Karen D. Wilson, who acknowledged him/herself to be the AVP of Home Street Bank, and that he/she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Julie Merrill  
Notary Public



**EXHIBIT A**  
**(Description of Premises or Redacted Copy of Lease)**

UNOFFICIAL DOCUMENT

**EXHIBIT A**  
**(Legal Description of Premises)**

**TOWER LEASE AREA:**

A parcel of land located in the Southeast Quarter of Section 14, Township 34 North, Range 4 East, Willamette Meridian, in Skagit County, Washington, more particularly described as follows:

**Commencing** at a 1" iron pipe marking the north quarter corner of Section 14, Township 34 North, Range 4 East, Willamette Meridian, from which the center quarter corner of said Section 14, as shown on record of survey as recorded in Auditor's File Number 8801280053, bears North 89°35'34" West, a distance of 2697.28 feet;

thence North 89°35'34" West along the north line of the Southeast Quarter of said Section 14, a distance of 2022.63 feet;

thence South 01°37'08" East, a distance of 30.02 feet to a ½" rebar with plastic cap, marked "D.S." "9622", on the south right-of-way line of Gunderson Road and the northeast corner of Parcel "A" as shown on said record of survey;

thence continuing South 01°37'08" East along the east line of said Parcel "A", a distance of 188.84 feet;

thence leaving said east line South 88°22'52" West, a distance of 218.73 feet to the **Point of Beginning**;

thence South 30°36'59" West, a distance of 100.00 feet;

thence North 59°23'01" West, a distance of 100.00 feet;

thence North 30°36'59" East, a distance of 100.00 feet;

thence South 59°23'01" East, a distance of 100.00 feet to the **Point of Beginning**;

**SUBJECT TO:**

Existing rights-of-way and easements of record and or appearing on said above described parcel.

Containing 10,000.00 square feet or 0.230 acres, more or less.