DOUGLAS COUNTY, NV

GLAS COUNT

2018-920632

Rec:\$35.00

\$35.00 Pgs=11

10/09/2018 12:57 PM

FIRST AMERICAN TITLE RENO KAREN ELLISON, RECORDER

(Additional recording fee applies)

APN# 1318-15-802-010 Recording Requested by: First American Title Name: 5310 Kietzke Lane #100 Address: Reno NV 89511 City/State/Zip: 121-25461 (for Recorder's use only) Subordination, Non-Disturbance and Attornment Agreement (Title of Document) **Recorder Affirmation Statement** Please complete Affirmation Statement below: I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030) -OR-I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: (State specific law) Signature PAMELA BECKER Print Signature This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

200	UNITED	STATES
	POSTAL.	SERVICE.

POSTAL SERVICE.	Agr	eement	\wedge
Facility Name/Location ZEPHYR COVE - MAIN OFFICE #319920-004	County: Lease:	DOUGLAS QB0000443494	
THIS SUBORDINATION, NON-DISTURBANCE AND	- 4	The state of the s	
dated this 3 rd day of October, 2			
SERVICE, an independent establishment of the Executive Bra	anch of the	government of the	United States ("the
Postal Service") and STARWOOD HORISAGE CAPITAL LIC	("Mortga	gee"), having its p	rincipal place of
business at 1601 WASHINGTON AV SUITE 800 HIML BEACH	FL.	1	
RECITALS	S:))	
A. The Postal Service is the tenant under that certain I ROUND HILL SC LLC, DAVIDSON RETAIL I, LLC and DAV ROIC ZEPHYR COVE LLC ("Landlord") dated	lease execu TOSON PE 03-29-2015	uted between the TALI , いし, みっ (as a	Postal Service and Successor to mended by TPB
dated as of	7%	AF .	•
thereto are] hereinafter referred to as the "Lease"), covering al	1		
Schedule A attached hereto and made a part hereof (the "Pro-B. Mortgagee has made a loan (the "Loan") to Landlor and an assignment of leases and rents, each executed and de Property (collectively, the "Mortgage").	d which is:	secured, in part, b Landlord to Mortga	y the lien of a mortgage agee encumbering the
NOW, THEREFORE, in consideration of the covenant consideration, the receipt and sufficiency of which is hereby ac			
 Subordination. The Lease and all terms thereof, including rights of first refusal, and any similar rights, are and shall be sured to all amendments, modification, replacements and extensinterest, fees, expenses and all other amounts secured thereby 	ibject and s sions there	subordinate to the	lien of the Mortgage,
2. Non-Disturbance. In the event of a foreclosure of the commencement of any such action or proceeding the Postal S of the Lease beyond the expiration of any applicable notice or successor and assigns that it will not join the Postal Service in applicable law requires Mortgagee to join all commercial occup such joinder shall be for notice purposes only and that the least shall not be extinguished or terminated by reason of such force force and effect and Mortgagee shall recognize and accept the the terms and provision of the Lease. Nothing herein shall be convereign immunity or as a consent or agreement by the Postal state or local governmental entity or court of law.	ervice shall grace period summary counts of the sehold inter- closure, but a Postal Sel construed a	I not be in default ods, Mortgagee agor foreclosure processor property in such est of the Postal Strather the Lease rvice as tenant units a waiver of the I	under any of the terms prees for itself and its beedings unless proceedings and then Service under the Lease shall continue in full der the Lease subject to Postal Service's
3. Attornment. Upon the conveyance of the Property by acceptance of a deed or assignment in lieu of foreclosure or ot			

affected thereby as provided in this Agreement, and the Postal Service agrees to attorn to the transferee of the



Facility Name/Location ZEPHYR COVE - MAIN OFFICE #319920-004

County: DOUGLAS Lease: QB0000443494

Property (the "Transferee") as the landlord under the Lease and the Transferee shall accept such attornment; provided, however, if requested by Transferee, the Postal Service shall execute a new lease with the Transferee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants and in form acceptable to the Postal Service.

- 4. Notice to Mortgagee. Prior to terminating the Lease due to a default by Landlord thereunder, the Postal Service agrees to notify Mortgagee of such default in writing and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice, or if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as may be necessary to cure the default provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter, but not to exceed sixty (60) days after Mortgagee's receipt of the notice.
- 5. <u>Notices</u>. All notices or other written communications hereunder shall be deemed to have been properly given if delivered in accordance with the delivery methods under the Lease, addressed to the Postal Service at the addressed identified in the Lease and addressed to Mortgagee at the address identified above.
- 6. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.
 - 7. No Oral Modifications. This Agreement can be modified only in writing duly executed by both parties.
- 8. Choice of Law. This Agreement shall be governed and interpreted in accordance with Federal Law, however if there is no applicable Federal law then the law of the state where the Premises are located shall be applied. Venue shall lie only in the Federal courts.
- 9. <u>Duplicated Originals: Counterparts</u>. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

[Signature Page Follows]



Facility Name/Location - (County: Lease:	
IN WITNESS WHEREOF, the parties hereto have written.	executed this Agreement the day and	the year first above
MORTGAGEE:		
Starwood Mortgage Capital	LLC	
BY:		
NAME: Grace Y. Chiang Vice President	(()	
TITLE:	//	
	100 00 0	
Subscribed and Sworn to before me, a notary publiof NOHA (UMM) this H	ic, in and for <u>MECELENGARS</u> day of	County, State
Chiai Clopere	FOR GRACE Y.	Lhianey
Notary Public My commission expires	ALICIA A GREENE Notary Public, North Carolina Mecklenburg County My Commission Expires June 17, 2022	·
POSTAL SERVICE: UNITED STATES POSTAL SERVICE		
BY:		
NAME: SIGNED	IN	
TITLE:	PART	



Facility Name/Location ZEPHYR COVE - MAIN OFFICE #319920-004 - (County: Lease:	DOUGLAS QB0000443494	
IN WITNESS WHEREOF, the parties hereto have executed this written.	s Agreeme	ent the day and the	year first above
MORTGAGEE:			
	_		
BY: SIGNED IN NAME: ©CUNTERPART			
TITLE:			
Subscribed and Sworn to before me, a notary public, in and for ofthis day			County, State
9 7 13			
Notary Public			
My commission expires			
POSTAL SERVICE: UNITED STATES POSTAL SERVICE			
BY: June ! Srew			
NAME: TERRENCE 8. BRENNA	<u> </u>		
TITLE: Contracting Officer		-	



acilty Name/Location ZEPHYR COVE - MAIN OFFICE #319920-004	County: Lease:	DOUGLAS QB0000443494		
Subscribed and Sworn to before me, a notary public, in and for	Des	nvek	Cour	nty, State
of Coloscado this day	of 14	toper		19. State
Man Selfell Junior	A. 1111.		•	
Notary Public ty Com	ARY: Sizios Vicios			
	110. B			
My commission expires 12/10/2018	LICARO	///		•
		///		
STATE OF COLORADO				
DENVER COUNTY) ss				•
	/		<u> </u>	•
Signed before me on October 1, 2018 by Terrence United States Postal Service.	P Brenn	an as Contra	cting Off	icer of the
	100/1/1			
Jan Addis Miller	Yr.			•
a land	0.30mg 20050			
Ann Sethre	LORADO			
Notary Public State of Colorado	Vinitials.		•	
Notary ID 19984033880		•		
My Commission Expires December 10, 2018	*			



Facility Name/Location ZEPHYR COVE - MAIN OFFICE #319920-004 - (County: DOUGLAS Lease: QB0000443494
Subscribed and Sworn to before me, a notary public, in and for of CO/OCACO this. Compared the c	. Althonor XOIX
Notary Public As Com	1ARY
My commission expires $8/10/2018$	SETHALITANIAN SETHALIAN SE



Facility Name/Location

ZEPHYR COVE - MAIN OFFICE #319920-004

County:

DOUGLAS QB0000443494

Lease: QB0

SCHEDULE A

(to SNDA)

LEGAL DESCRIPTION

SEE ATTACHED EXHIBIT A

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EXHIBIT 'A'

PARCEL 1:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 22 NORTH 89°54'09" WEST, 1513.39 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50 AS DESCRIBED IN THE CONVEYANCE TO THE STATE OF NEVADA RECORDED JULY 18, 1933 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA IN BOOK T OF DEEDS, AT PAGE 436;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 674.72 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND SHOWN AS NEVADA ALLIED INDUSTRIES ON THE RECORD OF SURVEY FOR NEVADA ALLIED INDUSTRIES RECORDED SEPTEMBER 25, 1980 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA, IN BOOK 980, AT PAGE 1969, AS DOCUMENT NO. 48927, A FOUND 3/4" IRON PIPE AND PLUG RLS 3519;

THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 152.81 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 437.47 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL #1 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 84°15'35" EAST, 25.88 FEET;

THENCE NORTH 42°24'00" EAST, 50.32 FEET;

THENCE NORTH 26°07'31" WEST 18.56 FEET;

THENCE NORTH 42°24'00" EAST, 13.61 FEET;

THENCE NORTH 47°36'00" WEST, 120.00 FEET;

THENCE SOUTH 42°24'00" WEST, 71.06 FEET;

THENCE NON-TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 29.50 FEET, CENTRAL ANGLE OF 46°39'32", AN ARC LENGTH OF 24.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 24°01'56" EAST, 23.37 FEET;

THENCE SOUTH 47°21'42" EAST, 68.90 FEET;

THENCE SOUTH 36°36'19" EAST, 20.91 FEET;

THENCE SOUTH 17°25'22" EAST, 10.60 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 175.55 FEET TO THE SOUTHEASTERLY CORNER OF SHELL OIL COMPANY, A.P.N. 05-290-01, AS

RECORDED IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA IN BOOK 1094, AT PAGE 559;
THENCE ALONG THE BOUNDARY OF SAID SHELL OIL COMPANY THE FOLLOWING FIVE COURSES:
THENCE NORTH 42°24'00" EAST, 88.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.50 FEET, CENTRAL ANGLE OF 46°00'00", AND AN ARC LENGTH OF 66.24 FEET;

THENCE SOUTH 80°30'10" WEST, 117.91 FEET;
THENCE SOUTH 42°24'00" WEST, 100.00 FEET TO A POINT ON SAID NORTHEASTERLY
RIGHT-OF-WAY OF U.S. HIGHWAY 50;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 14.45

THENCE NORTH 42°24'00" EAST, 545.28 FEET; THENCE SOUTH 52°35'03" EAST, 40.63 FEET; THENCE NORTH 68°56'23" EAST 164.88 FEET; THENCE NORTH 04°43'13" WEST, 17.70 FEET; THENCE SOUTH 59°30'37" EAST, 128.00 FEET; THENCE SOUTH 76°36'23" WEST, 67.98 FEET; THENCE SOUTH 09°08'39" EAST 200.78 FEET;

THENCE NORTH 03°36'00" WEST, 65.41 FEET;

THENCE SOUTH 09°10'30" EAST, 122.01 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 34.12 FEET,

CENTRAL ANGLE OF 89°43'38" AND ARC LENGTH OF 53.43 FEET; THENCE NORTH 81°05'52" EAST 64.33 FEET; THENCE SOUTH 12°39'37" EAST, 30.95 FEET;

THENCE SOUTH 35°39'37" EAST, 348.46 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ELKS POINT ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, CENTRAL ANGLE OF 33°22'12", ARC LENGTH OF 186.37 FEET, CHORD BEARING SOUTH 25°42'54" WEST, AND CHORD LENGTH OF 183.75 FEET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 42°24'00" WEST, 80.76 FEET;

THENCE NORTH 47°36'00" WEST, 171.43 FEET;

THENCE SOUTH 42°19'21" WEST, 55.58 FEET; THENCE NORTH 47°36'52" WEST, 31.73 FEET;

THENCE NORTH 47 30 32 WEST, 31.75 FEET, THENCE SOUTH 42°24'00" WEST, 63.25 FEET;

THENCE SOUTH 47°36'25" EAST, 26.67 FEET;

THENCE SOUTH 43°32'23" WEST, 70.01 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 22, 2011 IN BOOK 911, PAGE 3871 AS INSTRUMENT NO. 789916 OF OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

PARCEL 2:

THOSE CERTAIN EASEMENTS AS DESCRIBED IN A RECIPROCAL EASEMENT AGREEMENT RECORDED OCTOBER 7, 1980, IN BOOK 1080, AT PAGE 455, AS DOCUMENT NO. 49341, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

PARCEL 3:

THOSE CERTAIN EASEMENTS AS DESCRIBED IN DECLARATION OF RECIPROCAL EASEMENT CONTAINED IN DEED RECORDED OCTOBER 5, 1994, IN BOOK 1094, AT PAGE 559, AS DOCUMENT NO. 347650, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

PARCEL 4:

THOSE CERTAIN RECIPROCAL EASEMENTS AS DESCRIBED IN DECLARATION OF RECIPROCAL EASEMENT DATED DECEMBER 18, 1998, RECORDED DECEMBER 21, 1998, IN BOOK 1298, AT PAGE 5054, AS DOCUMENT NO. 457043, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

PARCEL 5:

THOSE CERTAIN EASEMENTS AS DESCRIBED IN JOINT DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANTS OF EASEMENTS DATED SEPTEMBER 3, 2003, RECORDED SEPTEMBER 11, 2003, IN BOOK 903, AT PAGE 6055, AS DOCUMENT NO. 589683 AND RE-RECORDED SEPTEMBER 11, 2018 AS INSTRUMENT NO. 2018-919428, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

