

APN# 1318-15-802-010

Recording Requested by:

Name: First American Title
Address: 5310 Kietzke Lane #100
City/State/Zip: Reno NV 89511
121-2546121-MLR

(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)

Pamela Becker EA
Signature Title

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.

(Additional recording fee applies)



Subordination, Non-Disturbance and Attornment Agreement

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. Notices. 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 address identified in the Lease and addressed to Mortgagee at the address identified above.

6. Successors and Assigns. 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. Duplicated Originals; Counterparts. 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]



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
-

County:
Lease:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

MORTGAGEE:

Starwood Mortgage Capital LLC

BY: [Signature]

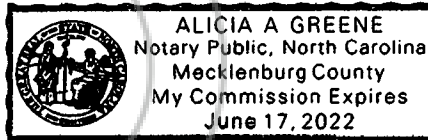
NAME: Grace Y. Chiang
Vice President

TITLE: _____

Subscribed and Sworn to before me, a notary public, in and for Mecklenburg County, State of North Carolina this 24 day of September, 2018.

[Signature] FOR GRACE Y. CHIANG

Notary Public



My commission expires 6/17/22

POSTAL SERVICE:

UNITED STATES POSTAL SERVICE

BY: _____

NAME: SIGNED IN COUNTERPART

TITLE: _____



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location ZEPHYR COVE - MAIN OFFICE #319920-004
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County: DOUGLAS
Lease: QB0000443494

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

MORTGAGEE:

BY: _____

NAME: **SIGNED IN COUNTERPART** _____

TITLE: _____

Subscribed and Sworn to before me, a notary public, in and for _____ County, State
of _____ this _____ day of _____.

Notary Public

My commission expires

POSTAL SERVICE:

UNITED STATES POSTAL SERVICE

BY: Terrence P. Brennan

NAME: TERRENCE P. BRENNAN

TITLE: Contracting Officer



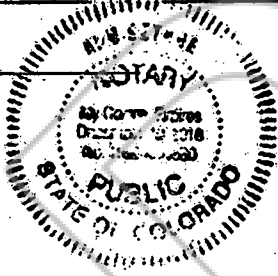
Subordination, Non-Disturbance and Attornment Agreement

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 Denver County, State
of Colorado this 1st day of October, 2018

Ann Sethre
Notary Public



My commission expires 12/10/2018

STATE OF COLORADO)
DENVER COUNTY) ss

Signed before me on October 1, 2018 by Terrence P Brennan as Contracting Officer of the United States Postal Service.

Ann Sethre



Ann Sethre
Notary Public
State of Colorado
Notary ID 19984033880
My Commission Expires December 10, 2018



Subordination, Non-Disturbance and Attornment Agreement

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

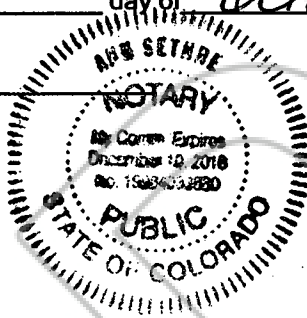
County: DOUGLAS
Lease: QB0000443494

Subscribed and Sworn to before me, a notary public, in and for Denver County, State
of Colorado this 1st day of October, 2018

Ann Sethre

Notary Public

My commission expires 12/10/2018





Subordination, Non-Disturbance and Attornment Agreement

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

County: DOUGLAS
Lease: QB0000443494

SCHEDULE A

(to SNDA)

LEGAL DESCRIPTION

SEE ATTACHED EXHIBIT A



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 NORTH 03°36'00" WEST, 65.41 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
FEET;

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 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 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.

