

**LEASE  
EXHIBIT I**

Recorded at the request of:

Thomas K. Mattson  
Public Works Director  
County of Humboldt  
1106 Second Street  
Eureka, California 95501

When recorded return to:

(space above this line for recorder's use)

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**NONDISTURBANCE AND ATTORNMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ ("Mortgagee") and the County of Humboldt, a political subdivision of the State of California ("County");

W I T N E S S E T H:

WHEREAS, Mortgagee is the beneficiary of a Deed of Trust ("Mortgage") on certain real property ("Property") described in said Mortgage located in the City of \_\_\_\_\_, County of Humboldt, State of California, which Mortgage is recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Official Records of the County of Humboldt.

WHEREAS, County has leased a portion of the Property from \_\_\_\_\_ ("Landlord") by lease agreement dated \_\_\_\_\_, 20\_\_, ("County Lease"). ("County Lease" as used herein includes any extension or renewal thereof.)

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Provided County is not in default under the terms of the County Lease, then:

(a) The right of possession of County to the leased premises and County's rights arising out of the County Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the note secured thereby;

(b) Any sale of any portion of the premises described in the County Lease pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of County thereunder;

(c) County will attorn to the Mortgagee or any purchaser at such sale and the County Lease shall continue in accordance with its terms between County and Mortgagee or such purchaser.

2. Mortgagee or such purchaser shall not be bound by any payment of rent or additional rent made by County to Landlord for more than one month in advance.

3. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.

4. The foregoing provisions shall be self-operative.

5. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Mortgagee: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

County: COUNTY OF HUMBOLDT, a political  
subdivision of the State of California

By: \_\_\_\_\_

Thomas K. Mattson,  
Public Works Director