

RETURN TO:

Christon C. Skinner

740 SE Pioneer Way

Oak Harbor, WA. 98277

Island Title Co. SB-15612 ✓



200002090064

Kathy Hill, Skagit County Auditor
2/9/2000 Page 1 of 12 11:49:42AM

DOCUMENT TITLE(S) (or transactions contained herein):

Estoppel Certificate From Ground Lessor

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

[] ADDITIONAL REFERENCE NUMBERS ON PAGE _____ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Port of Skagit County
- 2.
- 3.
- 4.

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Whidbey Island Bank
- 2.
- 3.
- 4.

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

Ptn. of Skagit County Regional Airport Binding Site Plan
Phase 1, in Sec. 3, T34N, R3E and Sec. 34, T35N, R3E WM

[] ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

8012-000-914-0100/L109267

[] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

Return to:

Christon C. Skinner
740 SE Pioneer Way
Oak Harbor, WA 98277

Document Title: **ESTOPPEL CERTIFICATE FROM GROUND LESSOR**
ISLAND TITLE CO. *SB-15612* ✓

Reference Number(s) of Related Document(s): 9905170310 and 9905270075

Grantor(s): **PORT OF SKAGIT COUNTY**

Additional Grantor(s) on page N/A of Document.

Grantee(s): **WHIDBEY ISLAND BANK**

Additional Grantee(s) on page N/A of Document: None

Abbreviated Legal Description: Ptn. of Skagit County Regional Airport Binding Site
Plan, phase 1 in 3-34-3 and 34-35-3 EWM

Additional Legal Description(s) on page N/A of Document.

Assessor's Tax/Parcel Number: 8012-000-914-0100/L109267

ESTOPPEL CERTIFICATE FROM GROUND LESSOR

DATE: January 31st, 2000

TO: **WHIDBEY ISLAND BANK**

RE: RESTATED LEASE AGREEMENT DATED JANUARY
19, 1999, AND ASSIGNMENT OF LEASE DATED MAY
17, 1999

DATED:

PROPERTY: 15452 Airport Drive (See exhibits A and B, attached)

LESSOR: PORT OF SKAGIT COUNTY

LESSEE: T.K.L, L.L.C

The undersigned, being the present owner and lessor of certain land and premises located in the County of Skagit, State of Washington, as more fully described in the Lease Agreement, as identified above, (hereinafter referred to as the "Ground

ESTOPPEL CERTIFICATE
Page 1 of 6



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Kathy Hill, Skagit County Auditor

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Lease"), understands that you are about to make a loan to Lessee to finance the construction of improvements on the leased premises, to be secured partially by a Deed of Trust encumbering the Lessee's interest in the Ground Lease and the leasehold estate created thereby. The undersigned further understands that it is a condition of the making of said loan that this certificate be furnished to you. Accordingly, and with the knowledge that you will be relying upon statements herein made, the undersigned hereby certifies as follows:

1. Except as stated above, that the Ground Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; and that there shall be no cancellation, surrender or modification of the Ground Lease, by mutual agreement of the parties, without your prior written consent.
2. That there is no default presently known to exist under the Ground Lease in the payment of rent or in the observance or performance of any other covenant or condition to be observed or performed by Lessee and that the undersigned has no knowledge of any state of facts which, with the giving of notice, passage of time, or both, would constitute a default by Lessee thereunder, EXCEPT attached claim of lien and amended claim of lien.
3. That the undersigned has no knowledge of any prior assignment, except as herein stated, or of any prior hypothecation or pledge of Lessee's interest under the Ground Lease.
4. That the term of the Ground Lease expires on August 31, 2022.
5. That the undersigned consents to the Lessee's execution and recording of the Deed of Trust(s) and personal property security agreement (a copy of which is/are attached hereto) pledging Lessee's interest in the Ground Lease to you and which includes an actual assignment of said Ground Lease to you to secure the loan or loans you are making to the Lessee. Said consent, however, does not grant to you any additional rights than the Lessee has under the Ground Lease, and if a conflict arises between the language of the Ground Lease and your Deed of Trust(s), the terms of the Ground Lease shall govern.
6. That the undersigned, upon serving Lessee with notice of any default, shall simultaneously serve a copy thereof upon you and notice shall not be deemed to have been served upon Lessee unless the undersigned shall simultaneously serve a copy of such notice upon you. Upon receipt of written notice of any default of Lessee, you shall have the same period, after service of such notice upon you, to remedy or cause to be remedied the defaults complained of and the undersigned shall accept such performance as if the same had been done by Lessee.



7. That in the event the Ground Lease terminates for any reason, including the rejection of the Ground Lease in a bankruptcy proceeding, or in the event that you foreclose your deed of trust(s) or security agreement on the lessee's interest in the leasehold estate, the undersigned agrees to enter into a new Ground Lease with Whidbey Island Bank for the remainder of the term, effective as of the date of such termination with conditions, covenants and agreements as contained in the Ground Lease and equal in priority thereto, except as provided herein. Provided, however, that you shall deliver a written request to the undersigned for such new lease within fifteen (15) days after the notice of termination has been served upon you together with all sums then due to the Port of Skagit County under the Ground Lease and you shall agree to perform and observe all covenants contained therein on Lessee's part to be performed and shall further remedy any and all defaults of Lessee then in existence. If the Ground Lease terminates because of bankruptcy of Lessee, you shall be required to cure any and all defaults due to Lessee's non-performance of the lease covenants prior to the execution of a new lease.
8. Notwithstanding the terms of paragraph 29, page 14, of the Ground Lease between Jones, Jones and Jones, Inc., and the Port of Skagit County, (assigned to T.K.L., L.L.C. on May 17, 1999) Whidbey Island Bank shall have the right to assign its interest in the Bank's "new Ground Lease" to a third party. The Port of Skagit County shall have the right to approve any proposed assignment, but such approval shall not be unreasonably withheld.
9. That you may be named as your interests shall appear on any standard mortgage endorsement on any and all insurance covering the leased premises, the improvements or any part thereof.
10. The undersigned further agrees that you shall not be liable under the Ground Lease following assignment or other disposition of T.K.L., L.L.C.'s leasehold estate; provided, if you are the financing institution of a new assignee, you shall have the same rights and obligations with respect to said assignee and the undersigned as set forth in this letter agreement.
11. That the statements herein made shall be binding upon the undersigned, our successors and assigns, and shall inure to your benefit and the benefit of your successors and assigns.
12. This letter agreement shall terminate upon payment in full to you of the above-referenced loan by Lessee, or by payment in full of loan proceeds by a new assignee to you as the financing institution. In either event, you are obligated to notify the undersigned of the same, in writing, within ten (10) days of the terminating event. If you fail to provide said timely written



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Kathy Hill, Skagit County Auditor

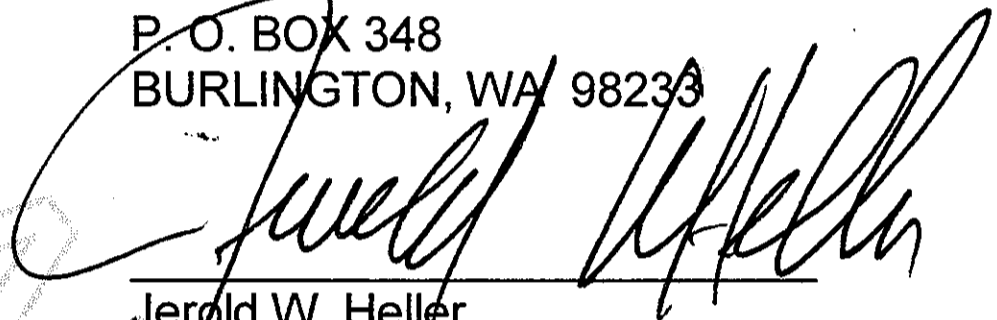
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notice, by acceptance of this ESTOPPEL CERTIFICATE, you have agreed to pay all the undersigned's reasonable costs associated with verifying that this letter agreement has in fact terminated on account of one of the events first above referenced.

IN WITNESS WHEREOF, this certificate has been duly executed and delivered as of the 31 day of JANUARY, 2000.

LESSOR:

PORT OF SKAGIT COUNTY
P. O. BOX 348
BURLINGTON, WA 98233



Jerold W. Heller
Executive Director

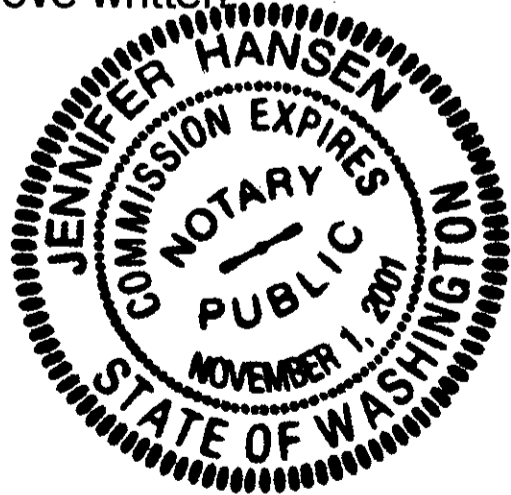
STATE OF WASHINGTON)

:SS.

COUNTY OF SKAGIT)

On this 31st day of January, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jerold W. Heller, to me known to be the Executive Director of the Port of Skagit County, the corporation that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed herein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Jennifer Hansen
(Signature)

Jennifer Hansen
(Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at Burlington.
My Commission expires: Nov. 1, 2001



EXHIBIT A

April 14, 1999

LEGAL DESCRIPTION FOR: Jones, Jones & Jones, Building Site Parcel

That portion of the Northwest Quarter of Section 3, Township 34 North, Range 3 East, W.M., being in a portion of the Skagit Regional Airport Binding Site Plan, Phase I, as recorded in Book 7 of Short Plats, pages 111 through 120, records of Skagit County, Washington, described as follows:

Commencing at the North Quarter corner of said Section 3 as shown on said Binding Site Plan; thence North $88^{\circ} 44' 25''$ West, along the North line of said Section 3, a distance of 704.01 feet to the intersection with the building restriction line, as shown on said Binding Site Plan; thence South $52^{\circ} 21' 58''$ East, along said building restriction line, 274.34 feet to the TRUE POINT OF BEGINNING; thence continuing South $52^{\circ} 21' 58''$ East, along said building restriction line, a distance of 275.00 feet; thence at a right angle to said building restriction line North $37^{\circ} 38' 02''$ East, 190.00 feet; thence North $48^{\circ} 39' 30''$ West, 255.50 feet to the intersection with the Southerly margin of a 60-foot wide right-of-way as shown on said Binding Site Plan, and the beginning of a non-tangent curve, concave to the North, having a radius of 180.00 feet, whose radius point bears North $28^{\circ} 26' 18''$ West; thence Westerly along said Southerly margin and the arc of said curve, through a central angle of $12^{\circ} 43' 57''$, an arc distance of 40.00 feet to a point which bears North $37^{\circ} 36' 00''$ East from the TRUE POINT OF BEGINNING; thence South $37^{\circ} 36' 00''$ West, 172.06 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

(Containing 54,323 square feet, 1.25 acres)



EXHIBIT B

April 14, 1999

LEGAL DESCRIPTION FOR: Jones, Jones & Jones, Apron Parcel

That portion of the Northwest Quarter of Section 3, Township 34 North, Range 3 East, W.M., being in a portion of the Skagit Regional Airport Binding Site Plan, Phase I, as recorded in Book 7 of Short Plats, pages 111 through 120, records of Skagit County, Washington, described as follows:

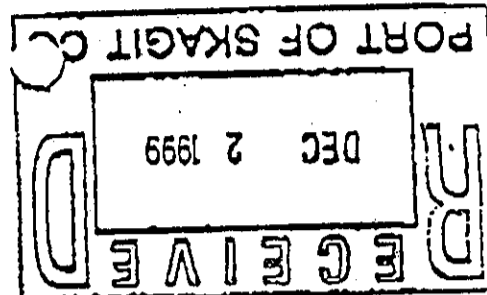
Commencing at the North Quarter corner of said Section 3 as shown on said Binding Site Plan; thence North $88^{\circ}44'25''$ West, along the North line of said Section 3, a distance of 704.01 feet to the intersection with the building restriction line, as shown on said Binding Site Plan; thence South $52^{\circ}21'58''$ East, along said building restriction line, 274.34 feet; thence South $37^{\circ}36'00''$ West, 79.00 feet to the TRUE POINT OF BEGINNING; thence continuing South $37^{\circ}36'00''$ West, 78.00 feet; thence South $52^{\circ}21'58''$ East, parallel with said building restriction line, 274.91 feet; thence at a right angle, North $37^{\circ}38'02''$ East, 78.00 feet; thence North $52^{\circ}21'58''$ West, 274.95 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

(Containing 21,445 square feet, 0.49 acres)



DECLARATION OF MAILING



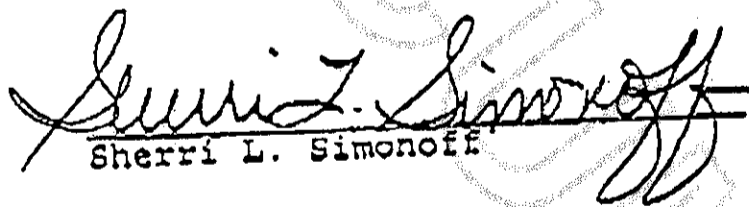
On December 1, 1999, the undersigned deposited in the mails of the United States of America, true and conformed copies of Claim of Lien, via Certified Mail, Return Receipt Requested as indicated below, and via First Class U.S. Mail, addressed to:

Fisher & Sons, Inc.
P.O. Box 534
Burlington, WA 98233
Certified Mail Return Receipt Requested No.
Z388 614 543

Port of Skagit County
15400 Airport Drive
Burlington, WA 98233
Certified Mail, Return Receipt Requested
No. Z388 614 544

TKL Properties
307 South First Street
Mt. Vernon, WA 98273
Certified Mail, Return Receipt Requested
No. Z388 614 545

I declare under penalty of perjury under the Laws of the State of Washington that the foregoing is true and correct.
EXECUTED at Edmonds, Washington this 1st day of December, 1999.


Sherri L. Simonoff

\\fisher.mtl
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Return Address:

STEPHEN A. BERNHEIM
Attorney at Law
512 Bell Street
Edmonds, WA 98020-3147



199911300009

Kathy Hill, Skagit County Auditor

11/30/1999 Page 1 of 2 8:48:11AM

Please print or type information

DOCUMENT TITLE: CLAIM OF LIEN
REFERENCE NUMBER OF DOCUMENTS ASSIGNED OR RELEASED: N/A

Additional reference numbers are on page ___ of document

GRANTOR(S): Fisher & Sons, Incorporated (Last name first, then first name and initials)

Additional names are on page ___ of document

GRANTEE(S): NCI Building Systems, Inc. (Last name first, then first name and initials)

Additional names are on page ___ of document

LEGAL DESCRIPTION: Lots 2, 3, & 4 and SWQ NEQ Section 3, Township 34, Range 3, Skagit County

Additional legal is on page 2 of document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: R21081

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

CLAIM OF LIEN (Pursuant to RCW 60.04.091)

NOTICE IS HEREBY GIVEN that the person named below claims a lien pursuant to Chapter 60.04 RCW. In support of this Lien, the following information is submitted:

1. Name of Lien Claimant: NCI Building Systems, Inc.
Telephone Number: C/O Stephen A. Bernheim, Attorney at Law (425)712-8318
Address: 512 Bell Street, Edmonds, Washington 98020-3147
2. Date on which the claimant began to perform labor, provide professional services, supply material or equipment or the date on which employee benefit contributions became due: September 2, 1999
3. Name of person indebted to the Claimant: Fisher & Sons, Incorporated
4. Description of the property against which a lien is claimed (Street address, legal description or other information that will reasonably describe the property): TCL Properties, 15452 Airport Drive, Burlington, Washington
5. Name of the owner or reputed owner (If not known, state "unknown"): Port of Skagit County
6. The last date on which labor was performed; professional services were furnished; contributions to an employee benefit plan were due; or material or equipment was furnished: September 2, 1999
7. Principal amount for which the lien is claimed \$: 5,000.00
8. If the Claimant is the assignee of this claim, so state here: N/A

Claimant's Signature:
Address & Telephone:

Stephen A. Bernheim, Attorney at Law
512 Bell Street
Edmonds, WA 98020-3147
(425)712-8318



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Kathy Hill, Skagit County Auditor

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DECLARATION OF MAILING

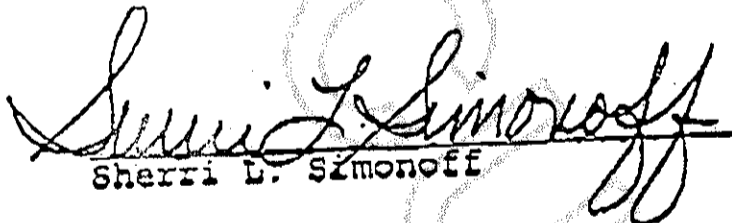
On December 10, 1999, the undersigned deposited in the mails of the United States of America, true and conformed copies of AMENDED Claim of Lien, via Certified Mail, Return Receipt Requested as indicated below, and via First Class U.S. Mail, addressed to:

Fisher & Sons, Inc.
P.O. Box 534
Burlington, WA 98233
Certified Mail Return Receipt Requested No.
Z388 614 546

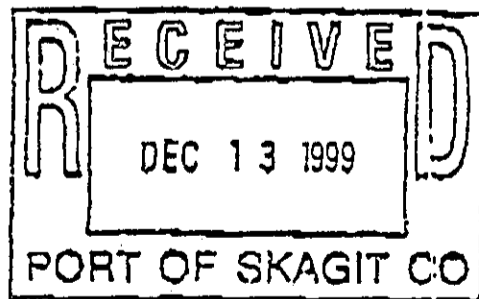
Port of Skagit County
15400 Airport Drive
Burlington, WA 98233
Certified Mail, Return Receipt Requested
No. Z388 614 547

TKL Properties
307 South First Street
Mt. Vernon, WA 98273
Certified Mail, Return Receipt Requested
No. Z388 614 548

I declare under penalty of perjury under the Laws of the State of Washington that the foregoing is true and correct.
EXECUTED at Edmonds, Washington this 10th day of December, 1999.


Sherri L. Simonoff

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Return Address:

STEPHEN A. BERNHEIM
Attorney at Law
512 Bell Street
Edmonds, WA 98020-3147

Please print or type information

DOCUMENT TITLE: AMENDED CLAIM OF LIEN
REFERENCE NUMBER OF DOCUMENTS ASSIGNED OR RELEASED: N/A

Additional reference numbers are on page ___ of document

GRANTOR(S): Fisher & Sons, Incorporated (Last name first, then first name and initials)

Additional names are on page ___ of document

GRANTEE(S): NCI Building Systems, Inc. (Last name first, then first name and initials)

Additional names are on page ___ of document

LEGAL DESCRIPTION: Lots 2, 3, & 4 and SWQ NEQ Section 3, Township 34, Range 3, Skagit County

Additional legal is on page 2 of document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: R21081

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

CLAIM OF LIEN (Pursuant to RCW 60.04.031)

NOTICE IS HEREBY GIVEN that the person named below claims a lien pursuant to Chapter 64.04 RCW. In support of this Lien, the following information is submitted:

1. Name of Lien Claimant: NCI Building Systems, Inc.
Telephone Number: C/O Stephen A. Bernheim, Attorney at Law (425)712-8318
Address: 512 Bell Street, Edmonds, Washington 98020-3147
2. Date on which the claimant began to perform labor, provide professional services, supply material or equipment or the date on which employee benefit contributions became due: September 2, 1999
3. Name of person indebted to the Claimant: Fisher & Sons, Incorporated
4. Description of the property against which a lien is claimed (Street address, legal description or other information that will reasonably describe the property): TKL Properties, 15452 Airport Drive, Burlington, Washington
5. Name of the owner or reputed owner (if not known, state "unknown"): Port of Skagit County
6. The last date on which labor was performed; professional services were furnished; contributions to an employee benefit plan were due; or material or equipment was furnished: September 2, 1999
7. Principal amount for which the lien is claimed is: \$ 5,000.00
8. If the Claimant is the assignee of this claim, so state here: N/A

Claimant's Signature:
Address & Telephone:

Stephen A. Bernheim, Attorney at Law
512 Bell Street
Edmonds, WA 98020-3147
(425)712-8318



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UNRECORDED

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss.

Stephen A. Barnhelm, first being sworn, says: I am the attorney for the Claimant, I have read or heard the foregoing claim, read and know the contents thereof, and believe the same to be true and correct and that the Claim of Lien is not frivolous and is made with reasonable cause, and is not clearly excessive under penalty or perjury.



SUBSCRIBED AND SWORN TO before me, this 10th day of December, 1999.

Sheril L. Simondoff, NOTARY PUBLIC in and for the State of Washington, residing at Kingston.
My commission expires 01/29/01

fisher1.dm
9901-01N

Beginning at the center of Section 34, Township 35 North, Range 3 East, Willamette Meridian; thence easterly along the north boundary of the Southeast 1/4 of said Section 34 to the east boundary of the West 1/2 of said Southeast 1/4; thence southerly along the eastern boundaries of the West 1/2 of the Southeast 1/4 of Section 34 and the West 1/2 of the East 1/2 of Section 3, Township 34 North, Range 3 East, Willamette Meridian, to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 3; thence westerly along the south boundaries of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Southwest 1/4 to the southwest corner of said Northwest 1/4 of the Southwest 1/4 of Section 3; thence southerly along the east boundary of the Southwest 1/4 of the Southwest 1/4 of Section 3 to the south boundary of said Section 3;

thence westerly along the south boundaries of Sections 3 and 4, Township 34 North, Range 3 East, Willamette Meridian, to the east right-of-way line of that certain county road located upon the western boundary of said Section 4; thence northerly along said eastern right-of-way line to its intersection with the north boundary of the South 1/2 of the North 1/2 of the North 1/2 of Section 33, Township 35 North, Range 3 East, Willamette Meridian; thence easterly along the north boundary of the South 1/2 of the North 1/2 of the North 1/2 of Sections 33 and 34 to the north-south center line of said Section 34, thence southerly along said north-south center line to the point of beginning.

SUBJECT TO:

Existing easements for public roads and highways, for public utilities, for railroads and for pipe lines.



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Kathy Hill, Skagit County Auditor