

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:  
Verizon Wireless  
Attn: Real Estate Department – M/S 221  
3350 161<sup>st</sup> Avenue SE  
Bellevue, WA 98008



200206120091

Skagit County Auditor

6/12/2002 Page 1 of 10 10:41AM

**Non Disturbance and Attornment Agreement**

**ORIGINAL**

Grantor: Thomas K. Studebaker

Grantee: Seattle SMSA Limited Partnership d/b/a Verizon Wireless

Legal Description: Ptn Lots 1&2, Blk. 134, 1<sup>st</sup> Add to Burl; Lots 1-7 & Ptn Lt. 8, Blk. 7, Knutzen's Add; Ptn R.R. adj. In 5-34-4 E W.M.

Assessor's Tax Parcel ID: 4077-134-002-0005  
4089-007-007-0004  
4089-007-008-0102

Reference # (if applicable): N/A

Site Name: WA1 BURLINGTON

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PROJECT NAME: WA1BURLNGTN

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

ORIGINAL

7<sup>th</sup> THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") made this day of FEBRUARY, 2002, by and among Seattle SMSA Limited Partnership d/b/a Verizon Wireless, hereinafter called "Lessee"; Thomas K. Studebaker, hereinafter called "Lessor"; and Skagit State Bank, hereinafter called "Lender."

**AGREEMENT**

1. Agreement Between Lessor and Lessee. Lessor and Lessee entered into a Building and Rooftop Lease Agreement on the 7<sup>th</sup> of FEBRUARY 2002, of which a Memorandum was recorded on the 4<sup>th</sup> day of June, 2002, under Recording Number 200206040009, Volume     , Page     , of the records of Skagit County in the State of Washington. The property subject to said Building and Rooftop Lease Agreement and hereby made subject to the terms of this Agreement is described in the attached Exhibit "A" (the "Property").
2. Deed of Trust. A certain Deed of Trust ("Lien Document") was executed by the Lessor and Lender on February 23, 2001 and recorded on March 22, 2001 under Recording Number 200103220084 of the records of Skagit County, in the State of Washington.
3. Lessee's Obligation to Attorn. So long as the Lessee is not in default in the performance of any of the terms of the Building and Rooftop Lease Agreement, the parties agree that in the event the Lien Document is foreclosed for any reason or in the event of the delivery of a deed in lieu of foreclosure with respect to the above referenced Lien Document and the Lender succeeds to the Lessor's interest under the Building and Rooftop Lease Agreement, the Lessee shall be bound to the Lender under all of the terms of the Building and Rooftop Lease Agreement for the balance of the term thereof with the same force and effect as if the Lender were the Lessor under the Building and Rooftop Lease Agreement.

The Lessee hereby attorns to the Lender as its Lessor immediately upon the Lender succeeding to the interest of the Lessor under the Building and Rooftop Lease Agreement, such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. The respective rights and obligations of the Lessee and the Lender under such attornment shall, to the extent of the then remaining balance of the term of the Building and Rooftop Lease Agreement, be the same as now set forth therein. The terms of the aforementioned Building and Rooftop Lease Agreement are incorporated herein by reference with the same force and effect as if set forth in full herein.

Notwithstanding anything herein to the contrary, the Lessee shall be under no obligation to pay rent or option extension payments to the Lender until the Lessee receives written notice from the Lender that it has succeeded to the interest of the Lessor under the Building and Rooftop Lease Agreement.

4. Lender Bound and Nondisturbance. In the event that the Lien Document is foreclosed or in the event of the delivery of a deed in lieu of foreclosure with respect to the above referenced Lien Document and the Lender succeeds to the interest of the Lessor, the Lender shall be bound to the Lessee under all terms of the Building and Rooftop Lease Agreement and Lessee shall have all of the remedies against the Lender for breach of the Building and Rooftop Lease Agreement the Lessee might have had against the prior Lessor. So long as Lessee is not in default in the performance of the terms of the Building and Rooftop Lease Agreement, it shall not be terminated, nor shall Lessee's use, possession, or enjoyment of the Property be interfered with, nor affected thereby.

In no event shall the Lender be liable for any act or omission of any prior Lessor, be subject to any offsets or defenses which the Lessee might have against any prior Lessor, or be bound by any rent or additional rent which the Lessee might have paid to any prior Lessor for more than the current month.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

6. Successors and Assigns. The rights and obligations hereunder of the Lessor, Lessee and the Lender shall bind and inure to the benefit of their respective successors and assigns.

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

LESSOR: Thomas K. Studebaker

By:   
Thomas K. Studebaker

Date: 2-7-02

LESSEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless  
By: Celco Partnership, its General Partner

By: *[Signature]*

Its: Robert F. Swaine  
Area V.P., Network West

Date: 5-9-02

LENDER: Skagit State Bank

By: *[Signature]*

Its: ASST. VICE PRES.

Date: 2.07.02



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

} ss.

On 5-10-02

Date

before me, Carolyn J. Wilson, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert F. Swaine

Name(s) of Signer(s)

- personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn J. Wilson  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



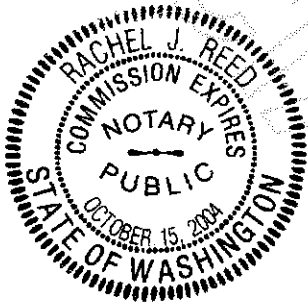
200206120091  
Skagit County Auditor

**LESSOR ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss.

On this 7<sup>th</sup> day of FEBRUARY, 2002, before me, a Notary Public in and for the State of WASHINGTON, personally appeared Thomas K. Studebaker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



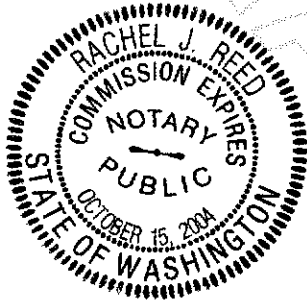
Rachel J. Reed  
NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes  
My appointment expires 10-15-04  
Print Name Rachel J. Reed

**LENDER ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

On this 7<sup>th</sup> day of FEBRUARY, 2002, before me, a Notary Public in and for the State of WASHINGTON, personally appeared Douglas E Noble, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the ASST. VICE PRES. of Skagit State Bank, to be the free and voluntary act and deed of said banking association for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Rachel Reed  
NOTARY PUBLIC in and for the State of WA  
residing at unavailable  
My appointment expires 10-15-04  
Print Name Rachel Reed



Exhibit A

PARCEL "A":

Legal Description

DESCRIPTION:

A parcel of land out of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 300 foot wide Station Ground property at Burlington, Washington, lying contiguous to and Easterly of Block 134, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington, situate in the Northwest  $\frac{1}{4}$  of Section 5, Township 34 North, Range 4 East, W.M., Skagit County, Washington, described as follows, to-wit:

Beginning at a point on the Easterly line of Lot 1, Block 134, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", distant 129.0 feet Southerly of the Northeast corner of said Lot 1, as measured along the Easterly line of said Lot 1, said point being the most Southerly corner of that certain parcel of land described in Bargain and Sale Deed from Burlington Northern Railroad Company to TF Land Company, Inc. filed for record October 31, 1996, as Document No. 9610310111 in and for said County;

thence South  $08^{\circ}23'$  East (assuming the North line of said Section 5 being an East-West line) along the Easterly line of said Block 134, also being the Westerly boundary of said 300 foot wide Station Ground property, a distance of 310 feet, more or less, to a point 175.0 feet distant Northwesterly of the Southeast corner of Lot 3, said Block 134 as measured along the Easterly line of said Block;

thence North  $81^{\circ}37'$  East, at right angles to the last described course, 148.0 feet;

thence North  $08^{\circ}23'$  West, parallel with said Westerly boundary of said 300 foot wide Station Ground property, a distance of 339 feet, more or less, to the Southerly line of said TF Land Company, Inc. property;

thence Southwesterly along said Southerly line 142.5 feet;

thence Southeasterly parallel with the Easterly line of said Block 134 and along said Southerly line, 29.0 feet;

thence Southwesterly at right angles to the last described course and along said Southerly line, 5.50 feet to the true point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "B":

Lots 1 and 2, Block 134, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington.

WAI BURLINGTON.doc





Exhibit A

Legal Description

ALSO, Lots 1, 2, 3, 4, 5, 6, 7 and the North 20 feet of Lot 8, Block 7, "KNUTZEN'S ADDITION TO THE TOWN OF BURLINGTON", as per plat recorded in Volume 3 of Plats, page 80, records of Skagit County, Washington.

TOGETHER WITH the North ½ of an "Unnamed East-West Street" in Block 7 of said Plat, also described as the North 15 feet of the South 30 feet of Lot 8, Block 7 of said Plat.

ALSO TOGETHER WITH the North 385 feet of vacated alley, said alley also referred to as a North-South unnamed 30 foot wide street.

ALSO TOGETHER WITH the East 15 feet of said North-South unnamed Street abutting on Lot 9, and abutting on the South 15 feet of Lot 8, Block 7 of said Plat, as vacated per Burlington City Ordinance Nos. 673 and 419, dated May 3, 1966 and April 5, 1944, and further recorded under Auditor's File Nos. 755936 and 755937, respectively,

EXCEPT from all of the above, the following described property:

That portion of Lot 2, Block 134, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington, and also that portion of the vacated street along the West line of said Lot 2, more particularly described as follows:

Beginning at the Southwest corner of said Lot 2;  
thence South 88°26'05" East along the South line of said Lot 2, a distance of 184.12 feet to the Westerly right of way line of the Burlington Northern Railroad;  
thence North 6°53'24" West along said right of way line, a distance of 59.04 feet;  
thence North 88°26'18" West, a distance of 175.88 feet to the East line of said vacated street;  
thence North 88°52'08" West, a distance of 15.00 feet to the centerline of said vacated street;  
thence South 1°07'52" West along said centerline, a distance of 58.39 feet to a point which bears North 88°52'08" West from the point of beginning;  
thence South 88°52'08" East, a distance of 15.00 feet to the point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.



