



199910050101

Kathy Hill, Skagit County Auditor

10/5/1999 Page 1 of 5 1:11:45PM

Document Title: ESTOPPEL CERTIFICATE FROM GROUND LESSOR

Reference Number(s) of Related Document(s):

FIRST AMERICAN TITLE CO.  
59886-2

Grantor(s): PORT OF SKAGIT COUNTY

Additional Grantor(s) on page \_\_\_\_\_ of Document.

Grantee(s): PUBLIC

Additional Grantee(s) on page \_\_\_\_\_ of Document.

Abbreviated Legal Description: LOT 27 SKAGIT REGIONAL AIRPORT  
BSP

Additional Legal Description(s) on page \_\_\_\_\_ of Document.

Assessor's Tax/Parcel Number: 8012-000-027-0100

**ESTOPPEL CERTIFICATE FROM GROUND LESSOR**

DATE: OCTOBER 1, 1999

TO: HORIZON BANK

RE: LEASE AGREEMENT DATED: APRIL 6, 1993

PROPERTY: LOT 27, BINDING SITE PLAN (PARCEL A)  
CONTAINING 105,627 SQUARE FEET (2.4249 ACRES)

LESSOR: PORT OF SKAGIT COUNTY

LESSEE: TEAM CORPORATION

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 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.
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 March 31, 2043.
5. That the undersigned consents to the Deed of Trust attached hereto pledging Lessee's interest in the Ground Lease to you.
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, the undersigned agrees to enter into a new ground lease 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, provided 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 undersigned 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. 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.
9. The undersigned further agrees that you shall not be liable under the Ground Lease following assignment or other disposition of the Lessee's leasehold estate; provided, if you are the financing institution of a new assignee, you shall have the same rights and



199910050101

Kathy Hill, Skagit County Auditor

10/5/1999 Page 2 of 5 1:11:45PM

obligations with respect to said assignee and the undersigned as set forth in this letter agreement.

10. That the statements herein made shall be binding upon the undersigned, our successors and assigns, and inure to your benefit and the benefit of your successors and assigns.

11. 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 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 1<sup>st</sup> day of OCT, 1999.

LESSOR:

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

*Jerold W. Heller*  
\_\_\_\_\_  
Jerold W. Heller  
Executive Director



199910050101

Kathy Hill, Skagit County Auditor

10/5/1999 Page 3 of 5 1:11:45PM

STATE OF WASHINGTON)

:ss.

COUNTY OF SKAGIT )

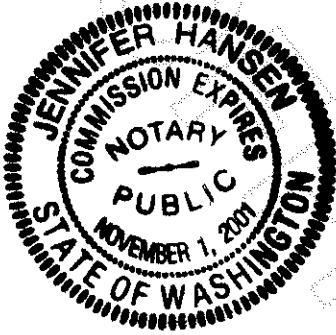
On this 1<sup>st</sup> day of Oct., 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jerold W. Heller, to me known to be the Executive Director of the Port of Skagit County, the corporation that executed the foregoing 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 Bellingham  
My Commission expires: November 1, 2001



199910050101

Kathy Hill, Skagit County Auditor

10/5/1999 Page 4 of 5 1:11:45PM

SCHEDULE "C"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

A Leasehold Interest in the following described tract:

Lot 27, "SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE I", approved August 22, 1986, recorded August 25, 1986 in Book 7 of Short Plats, pages 111 through 120, inclusive, under Auditor's File No. 8608250002 and being a portion of Section 33, Township 35 North, Range 3 East, W.M., Section 24, Township 35 North, Range 3 East, W.M., and Section 3, Township 34 North, Range 3 East, W.M.



199910050101

Kathy Hill, Skagit County Auditor

10/5/1999 Page 5 of 5 1:11:45PM