

AFTER RECORDING MAIL TO:

Dione Carter
Fidelity National Title Insurance Company
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: 1.804.267.2049
Fax: 1.804.267.2330



Skagit County Auditor \$154.00
8/29/2014 Page 1 of 11 1:57PM

Document Title(s): (or transactions contained therein) **LAND TITLE OF SKAGIT COUNTY**
150117-F

Nondisturbance and Attornment Agreement and Partial Release of Assignment of Leases and Rents

Document Reference(s): 201210160075, 201212100196, 201408290170

Grantor(s): (Last name first, then first name and initials)

1. Studebaker, Thomas K., also shown of record as Studebaker, Tom, and as Studebaker, Tom K., as his separate property
2. Peoples Bank

Grantee(s): (Last name first, then first name and initials)

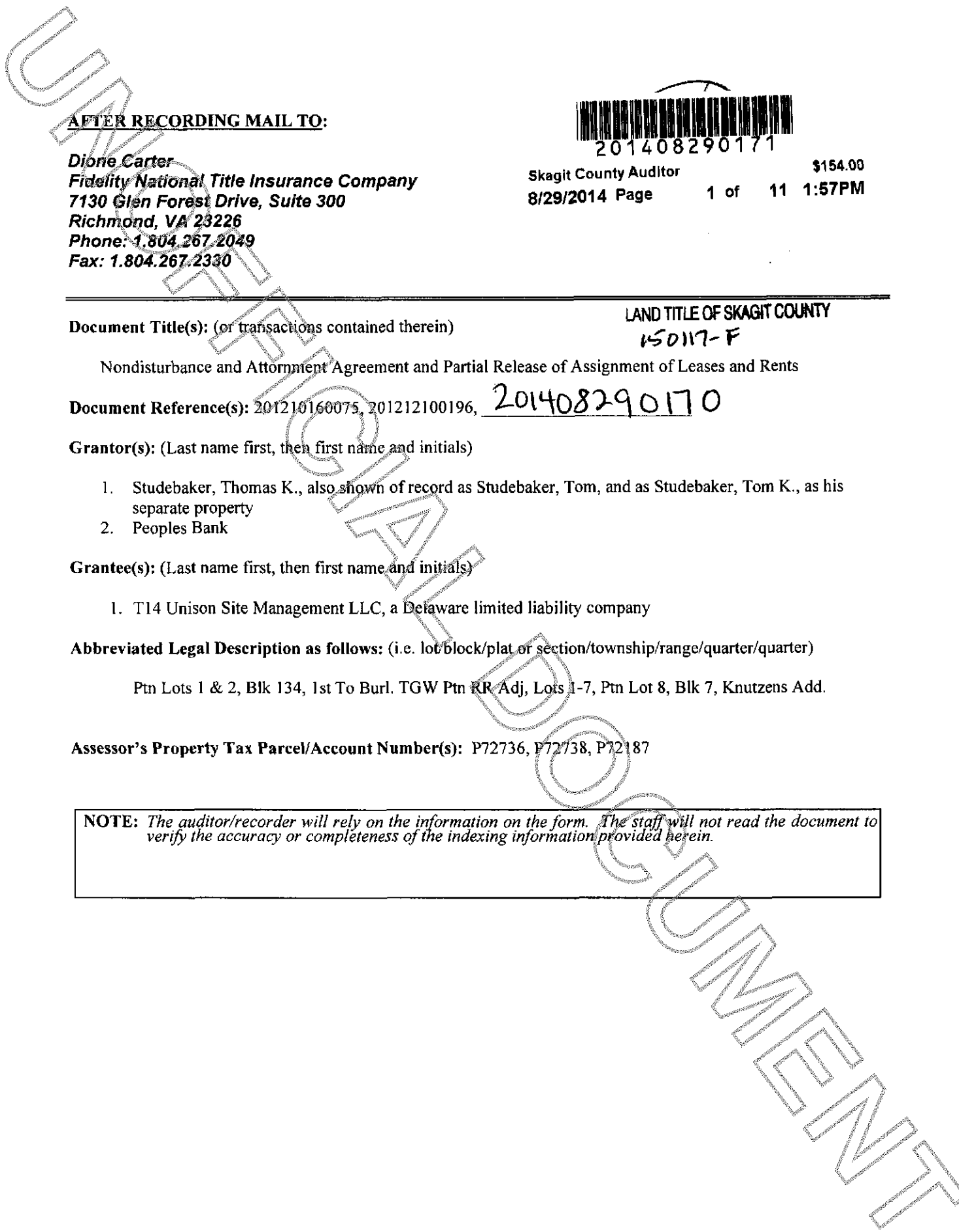
1. T14 Unison Site Management LLC, a Delaware limited liability company

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Ptn Lots 1 & 2, Blk 134, 1st To Burl. TGW Ptn RR Adj, Lots 1-7, Ptn Lot 8, Blk 7, Knutzens Add.

Assessor's Property Tax Parcel/Account Number(s): P72736, P72738, P72187

NOTE: *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*



Record and Return to:
Dione Carter
Fidelity National Title Insurance Company
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: 1.804.267.2049
Fax: 1.804.267.2330
File: #19176353
Unison Site: # 425445

Prepared by:
Robert W. Mouton
Locke Lord LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: #0590924.06209

Grantor:
Thomas K. Studebaker, also shown of record as Tom Studebaker,
And as Tom K. Studebaker, AND Peoples Bank

Grantee:
T14 Unison Site Management LLC, a Delaware limited liability company

Parcel #: P72736, P72738, P72187

**NON-DISTURBANCE
AND ATTORNMENT AGREEMENT AND
PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS**

THIS AGREEMENT (the "Agreement") is made as of the 25th day of August, 2014, by and among Peoples Bank, whose address is 1801 Riverside Drive, Mount Vernon, WA 98273 (hereinafter referred to as "Lender"), T14 Unison Site Management LLC, a Delaware limited liability company (hereinafter referred to as "Unison"), whose address is P. O. Box 1951, Frederick, Maryland 21702-0951, and Thomas K. Studebaker, also shown of record as Tom Studebaker, and as Tom K. Studebaker, as his separate property, whose address is 3221 Upper Samish Rd, Sedro Woolley, WA 98284 (hereinafter referred to as "Site Owner").

WITNESSETH:

WHEREAS, Lender has made several loans to Site Owner (such loan and any renewal, substitution, extension or replacement thereof being hereinafter collectively called the "Loan") which is secured by, *inter alia*,



201408290171

that the following security interests in favor of Peoples Bank: (i) the Deed of Trust from Thomas K. Studebaker in favor of Peoples Bank, dated October 16, 2012, and recorded October 16, 2012 in Auditor's No. 201210160075, in the original amount of up to \$75,000.00, as affected by the Subordination Agreement executed between the foregoing parties on December 5, 2012, and recorded December 10, 2012 in Auditor's No. 201212100197; and (ii) the Deed of Trust from Thomas K. Studebaker in favor of Peoples Bank, dated December 5, 2012, and recorded December 10, 2012 in Auditor's No. 201212100196, in the original amount of \$729,716.50 (such Deed of Trust and any and all other security interests encumbering the Site Owner's Property, as hereafter defined, securing the Loan and any renewal, substitution, amendment, extension or replacement thereof being hereinafter collectively referred to as the Deed of Trust), upon the tract of land described in Exhibit "A" hereto (the "Site Owner's Property"); and

WHEREAS, a portion of the Site Owner's Property (the "Communication Site") is subject to a Wireless Communication Easement and Assignment Agreement by and between Site Owner and Unison dated as of Aug 25, 2014 and recorded under Auditor's File No. * (as same may be hereafter amended the "Communication Easement") in which said Communication Easement, the Site Owner has assigned to Unison all right, title and interest in and to the Leases set forth on Exhibit "B" hereto (the "Assigned Leases");

** Recorded Simultaneously herewith 201408290170*

WHEREAS, the effective date of this Agreement is the effective date specified in the Communication Easement ("Effective Date"); and

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Unison and Site Owner hereby agree as follows:

1. Non-Disturbance. So long as the Communication Easement is not terminated, the use, possession or enjoyment of the Communication Site by Unison or its subtenants, invitees and customers, successors, assigns, mortgagees and secured creditors, including the collection of rents by Unison, pursuant to the Assigned Leases shall not be interfered with nor shall the easement granted by the Communication Easement be affected in any other manner, in any exercise of any power of sale in the Deed of Trust, or by foreclosure or any action or proceeding instituted under or in connection with the Deed of Trust, except that the person or entity acquiring the interest of the Site Owner under the Communication Easement as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior site owner under the Communication Easement; or (b) subject to any offsets of defenses which Unison under the Communication Easement might have against the prior site owner under the Communication Easement; or (c) bound by any amendment or modification to the Communication Easement made without Lender's prior written consent. **Lender and Site Owner specifically acknowledge that Unison shall have the exclusive right to collect any and all rents due by Tenant(s) under the Assigned Leases, said Assigned Leases being more fully described on Exhibit "B" hereof and, by execution of this instrument, any Assigned Leases are specifically released from that the following security interests in favor of Peoples Bank: (i) the Deed of Trust from Thomas K. Studebaker in favor of Peoples Bank, dated October 16, 2012, and recorded October 16, 2012 in Auditor's No. 201210160075, in the original amount of up to \$75,000.00, as affected by the Subordination Agreement executed between the foregoing parties on December 5, 2012, and recorded December 10, 2012 in Auditor's No. 201212100197; and (ii) the Deed of Trust from Thomas K. Studebaker in favor of Peoples Bank, dated December 5, 2012, and recorded December 10, 2012 in Auditor's No. 201212100196, in the original amount of \$729,716.50, and any and all other security interests executed in connection with the aforesaid or otherwise securing the Loan.**

2. Unison Not To Be Joined In Foreclosure. So long as the Communication Easement is not terminated, Lender will not join Unison as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust and then only for such purpose and not for the



purpose of terminating the Communication Easement and in such event Lender shall reimburse Unison for all reasonable expenses incurred by Unison in connection therewith.

3. Attornment. In the event the exercise of the power of sale in the Deed of Trust, or in the event of foreclosure of the Deed of Trust, or in event of a conveyance of the Site Owner's Property in lieu of foreclosure, Unison agrees to attorn to and accept the purchaser at the foreclosure sale or the grantee under the conveyance in lieu of foreclosure as the site owner for the balance then remaining of the term of the Communication Easement, subject to all terms and conditions of said Communication Easement and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Site Owner under the Communication Easement. The respective rights and obligations of Unison and Lender upon such attornment, shall be and are the same as now set forth in the Communication Easement.

4. Unison's Tower, Building and Equipment. Lender hereby acknowledges and agrees that the Deed of Trust does not apply to Unison's Tower(s), Building(s) and Equipment and that removal of said Tower(s), Building(s) and Equipment is governed by the terms of the Communication Easement.

5. As to Site Owner and Unison. As between Site Owner and Unison, Site Owner and Unison covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Communication Easement.

6. As to Site Owner and Lender. As between Site Owner and Lender, Site Owner and Lender covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Deed of Trust.

7. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their respective heirs, administrators, representatives, successors and assigns, including without limitation each and every holder of the Communication Easement or any other person having an interest therein and any purchaser of the Site Owner's Property, including without limitation at or after a foreclosure sale or conveyance in lieu of foreclosure.

8. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

9. Provisions Binding; Authority. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Unison and Site Owner. The respective signatories for the parties to this Agreement represent and warrant to their respective counterparties that each is duly authorized to execute this Agreement on behalf of the party each signatory represents, and that said party is duly authorized to execute and deliver this Agreement.

10. Governing Law. This Agreement shall be interpreted and governed by the laws of the State in which the Site Owner's Property is located.

11. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the addressee addressed as set forth below. Notice so mailed shall be deemed effective upon its deposit. Notice given in any other manner shall be deemed effective only if and when delivered to the addressee.

For Lender:
Peoples Bank
1801 Riverside Drive



Mount Vernon, WA 98273

For Site Owner:

Thomas K. Studebaker
3221 Upper Samish Rd
Sedro Woolley, WA 98284

For Unison:

T14 Unison Site Management LLC
P. O. Box 1951
Frederick, Maryland 21702-0951

12. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

[SIGNATURE PAGES FOLLOW]



201408290171

Skagit County Auditor

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\$154.00

1:57PM

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

WITNESSES:

Print Name: _____

Print Name: _____

"LENDER":

PEOPLES BANK

By: James M. VanderMeey
Print Name: James M. VanderMeey
Title: SVP

Address: 1801 Riverside Drive
City: Mount Vernon
State: WA
Zip: 98273
Tel: 360-848-8872
Fax: 360-848-9791

STATE OF WASHINGTON

COUNTY OF Skagit

ss:

On this 21st day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared James M VanderMeey, to me personally known, who, being by me duly sworn, did say that he/she is the Senior Vice President of said Peoples Bank; that no seal has been procured by the said Peoples Bank; that said instrument was signed and sealed on behalf of said Peoples Bank by authority of its Board of Directors; and that the said Senior Vice President, as such officer, acknowledged the execution of said instrument to be the free act and deed of said Peoples Bank, by it and by him/~~her~~ voluntarily executed.

SANDRA WARDELL
Notary Public, State of Washington
My Commission Expires
February 21, 2018

Sandra Wardell
Notary Public in and for the State of WA



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

WITNESSES:

Print Name: _____

Print Name: _____

"SITE OWNER":

Tom K. Studebaker

Thomas K. Studebaker, also shown of record as Tom Studebaker, and as Tom K. Studebaker

Address: 3221 Upper Samish Rd
City: Sedro Woolley
State: Washington
Zip: 98284
Tel: 360-941-3888
Fax: _____

STATE OF WASHINGTON)

) ss:

COUNTY OF Skagit)

On this 21st day of August, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared Thomas K. Studebaker, also shown of record as Tom Studebaker, and as Tom K. Studebaker, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

SANDRA WARDELL
Notary Public, State of Washington
My Commission Expires
February 21, 2018

Sandra Wardell
Notary Public in and for said County and State



201408290171

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

WITNESSES:

Print Name: Ting Wong

Print Name: Raci Brennan

"UNISON":

**T14 UNISON SITE MANAGEMENT LLC,
a Delaware limited liability company**

By: Laurel Zabel
Name: Laurel Zabel
Title: Authorized Signatory

Address: P. O. Box 1951
City: Frederick
State: Maryland
Zip: 21702-0951
Tel: (646) 452-5455
Fax: (301) 360-0635

STATE OF NEW YORK

COUNTY OF NEW YORK

) ss.

On the 20th day of August in the year of 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Laurel Zabel, Authorized Signatory of T14 Unison Site Management LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: David M. Hall
My Commission Expires: _____
Commission Number: _____

DAVID M. HALL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02HA6296158
Commission Expires January 27, 2018



EXHIBIT "A"

Site Owner's Property

An interest in land, said interest being over a portion of the following described parent parcel:

PARCEL "A":

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 ¼ 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°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°37' East, at right angles to the last described course, 148.0 feet; thence North 08°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.

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 03, 1966 and April 05, 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.

Tax Parcel Nos. P72736, P72738, P72187



EXHIBIT "B"

Description of Assigned Leases

1. The Building and Rooftop Option and Lease Agreement dated February 7, 2002, by and between Thomas K. Studebaker, as lessor, and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, as lessee, as disclosed by the Memorandum of Building and Rooftop Option and Lease Agreement, executed contemporaneously therewith and recorded on June 4, 2002 in Auditor's No. 200206040009, as affected by the Non-Disturbance and Attornment Agreement dated February 7, 2002, executed between the foregoing parties and Skagit State Bank contemporaneously therewith, and recorded on June 12, 2002 under Auditor's No. 200206120091, as amended by Second Amendment to Building and Rooftop Option and Lease Agreement executed between the foregoing parties on June 18, 2004, and also by the Third Amendment to Building and Rooftop Option and Lease Agreement executed between the foregoing parties on July 30, 2007.
2. The Communication Site Lease Agreement dated as of December 19, 2007, between Clearwire US LLC, as tenant or "Clearwire", and Thomas K. Studebaker, as landlord or "Owner".



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