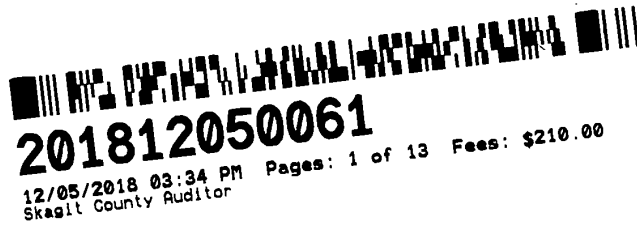


**RETURN ADDRESS:**

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

01-18045892  
mac



**Land Title and Escrow**

01-169246-0

Document Title: Consent, Nondisturbance and Attornment Agreement

Reference Number(s) of March 20, 2003 at #200303200072  
Related Documents: October 23, 2012 at #201210230020  
November 27, 2017 at #201711270144

Grantor(s) (Last Name, First & Middle Initial): John H. Wepler and Diana M. Wepler, husband and wife; and  
James D. Wepler and Amy S. Wepler, husband and wife

Lender: Whatcom Educational Credit Union, a Washington credit union

Grantee(s) (Last Name, First & Middle Initial): Crown Castle Towers 09 LLC, a Delaware limited liability  
company

Legal Description Ptn NW 1/4, 17-33-5 E W.M. (aka Tract 1 & 2, SP 36-80, AF  
(Abbreviated form is acceptable) #198005230014 Full legal description found on pages 11-13 of  
i.e. Section/Township/Range: this document)

Assessor's Tax Parcel ID P18120  
Number:

Site ID: Big Lake South (BUN 873601)

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$150.

\_\_\_\_\_  
Signature of Requesting Party

**CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

5 This Consent, Nondisturbance and Attornment Agreement (this "Agreement"), dated this day of November 2018

by and between

**CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company**, having a mailing address of Crown Castle USA Inc., General Counsel, Attn: Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "Grantee");

and

**JOHN H. WEPPLER AND DIANA M. WEPPLER, husband and wife; and JAMES D. WEPPLER AND AMY S. WEPPLER, husband and wife**, having a mailing address of 20325 State Route 9, Mount Vernon, WA 98274 (hereinafter "Grantor");

and

**WHATCOM EDUCATIONAL CREDIT UNION, a Washington credit union** having a mailing address of P.O. Box 9750, Bellingham WA 98227-9750 (hereinafter "Lender").

**RECITALS:**

**WHEREAS**, Grantor leases certain property (the "Property") more specifically described on Exhibit A attached hereto, to GoldenState Towers, LLC pursuant to that certain Option and Land Lease dated August 17, 2001 by and between SBA Properties, Inc., as the original tenant, and John H. Weppeler and Diana M. Weppeler, as the original landlord; notice of the lease was recorded on March 20, 2003 at Instrument No. 200303200072 in the official records of Skagit County, Washington, as it may have been amended and/or assigned (the "Lease");

**WHEREAS**, Grantee is purchasing from Grantor a ninety-nine (99) year term easement ("Easement") over the Property and an assignment (the "Assignment") of Grantor's interest in the Lease;

**WHEREAS**, the Property is part of a parcel which is encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Grantor in favor of Lender, notice of which was recorded on October 23, 2012 at Instrument No. 201210230020, and on November 27, 2017 at Instrument No. 201711270144, in the official records of Skagit County, Washington;

**WHEREAS**, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. Consent. Lender consents to the Easement and Assignment.
2. Nondisturbance. So long as the Easement is in full force and effect and Grantee is not in material default of any of its terms, obligations, covenants or conditions under the Easement, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a conveyance (an "Acquiring Party"), that the right of possession of the Property and all other rights of Grantee under the Easement and Assignment shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Easement, by reason of a Conveyance as defined herein. For purposes of this agreement, a "Conveyance" shall mean any of the following, including, but not limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer, sale or conveyance of the Grantor's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Grantee agree that any Conveyance shall be made subject to the Easement, the Assignment and the rights of Grantee under the Easement and the Assignment and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement and the Assignment as such parties had before the Conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior land owner. Lender will not join any land owner as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Easement or voiding the Assignment.
3. Attornment. Upon receipt by Grantee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Easement or void the Assignment, to remain bound by the Easement and the Assignment and Grantee agrees to attorn to, accept and recognize Lender or any Acquiring Party as the land owner under the Easement pursuant to the provisions expressly set forth therein for the term of the Easement. The parties agree, however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment.
4. Release of Lease. To the extent the Security Instrument in any way includes the Lease or any other lease related to communications towers, antennas, and related equipment on the Property (the Lease and such other leases are collectively referred to herein as the "Easement Leases"), including the rents, profits, and revenue derived from the Easement Leases as security for the debt evidenced by the Security Instrument, the Easement Leases and the rents, profits, and revenue derived therefrom are hereby released and forever discharged from the lien evidenced by the Security Instrument and; it being intended that the Easement Leases and the rents, profits, and

revenue derived therefrom, can, and shall be conveyed to Grantee by Grantor simultaneously with the execution of the Easement, free and clear of the lien evidenced by the Security Instrument. Furthermore, in the event Grantor has previously assigned any rights, rents, profits, and revenue from the Easement Leases to Lender, the Lender hereby reassigns such rights, rents, profits, and revenue to Grantee.

5. Limitation. This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Property or any portion thereof regardless of the manner in which same are attached or affixed to the Property and Lender hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Grantee is authorized to remove said personal property.

6. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the Property whether directly or indirectly through Lender and to any assignees, licensees, agents, subleaseholders, tenants or subtenants of Grantee. Furthermore, in the event Grantee assigns its right to purchase the Easement and Assignment to a third party, Grantee shall have the right to assign its rights and interest in this Agreement to such third party without the consent of Lender and Grantor.

7. Notices. All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

8. Counterparts. This Agreement may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Property is located.

[Signatures pages follow]

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

**GRANTEE:**

CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company

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

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

Title: Helen V. SmithDirector Acquisition & Ops**LIMITED LIABILITY COMPANY**STATE OF Texas )

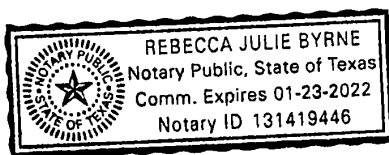
)SS.

COUNTY OF Harris )

I certify that I know or have satisfactory evidence that Helen V. Smith is the person who appeared before me, and said person acknowledged that said person signed the foregoing Consent, Nondisturbance and Attornment Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Director, Acq Ops of CROWN CASTLE TOWERS 09 LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/27/18

Notary Seal



(Signature of Notary)

Rebecca Julie Byrne

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of TexasMy appointment expires: 01/23/22

**GRANTOR:**By: John H. Weppeler

Print Name: John H. Weppeler

**INDIVIDUAL**STATE OF Washington )  
COUNTY OF Skagit )SS.

I certify that I know or have satisfactory evidence that John H. Weppeler is the person who appeared before me, and said person acknowledged that said person signed the foregoing Consent, Nondisturbance and Attornment Agreement to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 21<sup>st</sup> Day of November

Notary Seal

Sherlynn Wiscombe  
(Signature of Notary)Sherlynn Wiscombe  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Washington  
My appointment expires: 05-02-2022

## GRANTOR:

By: *Diana M. Wepler*  
Print Name: Diana M. Wepler

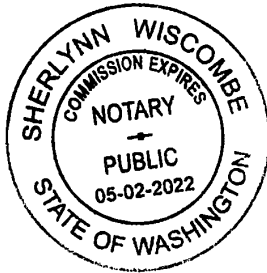
## INDIVIDUAL

STATE OF Washington)  
COUNTY OF Skagit) SS.

I certify that I know or have satisfactory evidence that Diana M. Wepler is the person who appeared before me, and said person acknowledged that said person signed the foregoing Consent, Nondisturbance and Attornment Agreement to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 21<sup>st</sup> Day of November 2018

Notary Seal



*Sherlynn Wiscombe*  
(Signature of Notary)

Sherlynn Wiscombe  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Washington  
My appointment expires: 05-02-2022

## GRANTOR:

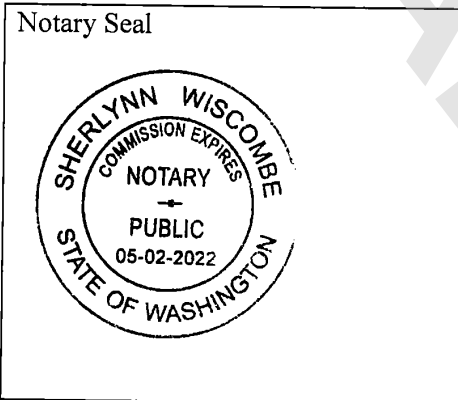
By: James D. Wepler  
Print Name: James D. Wepler

## INDIVIDUAL

STATE OF Washington  
COUNTY OF Skasit )SS.  
)

I certify that I know or have satisfactory evidence that James D. Wepler is the person who appeared before me, and said person acknowledged that said person signed the foregoing Consent, Nondisturbance and Attornment Agreement to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 21<sup>st</sup> Day of November 2018



Sherlynn Wiscombe  
(Signature of Notary)

Sherlynn Wiscombe  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Washington  
My appointment expires: 05-02-2022



## GRANTOR:

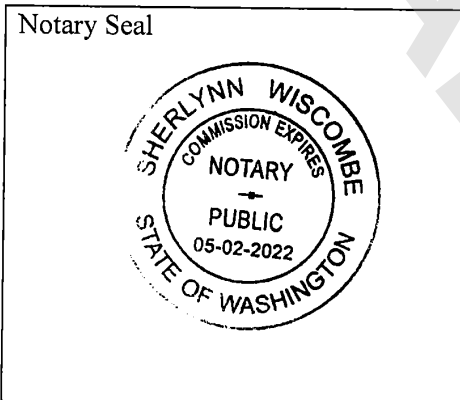
By: Amy S. Wepler  
Print Name: Amy S. Wepler

## INDIVIDUAL

STATE OF Washington )  
 )SS.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Amy S. Wepler is the person who appeared before me, and said person acknowledged that said person signed the foregoing Consent, Nondisturbance and Attornment Agreement to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 21<sup>st</sup> Day of November . 2018



Sherlynn Wiscombe  
(Signature of Notary)

Sherlynn Wiscombe  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington  
My appointment expires: 05-02-2022

**LENDER:**

WHATCOM EDUCATIONAL CREDIT UNION, a  
Washington credit union

By: Nancy R Crawford

Print Name: Nancy R Crawford

Title: Real Estate Loan Manager

**CREDIT UNION**

STATE OF WASHINGTON )  
)SS.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that Nancy R Crawford is the person who appeared before me, and said person acknowledged that said person signed the foregoing Consent, Nondisturbance and Attornment Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Real Estate Loan Manager of WHATCOM EDUCATIONAL CREDIT UNION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 5, 2018.

Notary Seal



Nicolas T. Longo  
(Signature of Notary)  
NICOLAS T. LONGO  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of WASHINGTON  
My appointment expires: 10-31-2021

**EXHIBIT "A"**  
**(Description of Property)**

**EASEMENT AREA**

A parcel of land located in the West Half of Section 17, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, more particularly described as follows:

**Commencing** at the west quarter corner of said Section 17, from which the northwest corner of said Section 17, bears North 02°26'31" East, a distance of 2612.06 feet;

thence South 63°21'22" East, a distance of 326.32 feet to the **Point of Beginning**;

thence North 01°53'09" East, a distance of 135.29 feet;

thence North 07°07'46" East, a distance of 185.66 feet;

thence North 12°55'34" East, a distance of 233.66 feet;

thence North 16°22'29" East, a distance of 285.12 feet;

thence North 15°46'56" East, a distance of 145.68 feet;

thence North 75°48'52" East, a distance of 16.24 feet to the west right-of-way line of State Route 9;

thence South 01°00'48" East along the said west right-of-way line of State Route 9, a distance of 20.54 feet;

thence South 15°46'56" West leaving the said west right-of-way line of State Route 9, a distance of 134.23 feet;

thence South 16°22'29" West, a distance of 284.62 feet;

thence South 12°55'34" West, a distance of 232.05 feet;

thence South 07°07'46" West, a distance of 183.73 feet;

thence South 01°53'09" West, a distance of 126.77 feet;

thence South 73°06'37" East parallel to the north line of the tower area, a distance of 19.49 feet;

thence South 16°53'23" West, a distance of 12.53 feet to a point on the northerly line of the tower area;

thence North 73°06'37" West along the northerly line of the tower area, a distance of 36.84 feet to the **Point of Beginning**;

Containing 19,983 square feet or 0.46 acres, more or less

(Being a portion of Tracts 1 and 2 of Short Plat No. 36-80, Revised, approved September 23, 1980 and recorded January 29, 1982, under Auditor's File No. 8201290042, records of Skagit County, Washington).

Situate in the County of Skagit, State of Washington.

**ACCESS EASEMENT**

A parcel of land located in the West Half of Section 17, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, more particularly described as follows:

**Commencing** at the west quarter corner of said Section 17, from which the northwest corner of said Section 17, bears North 02°26'31" East, a distance of 2612.06 feet;

thence South 63°21'22" East, a distance of 326.32 feet to the **Point of Beginning**;

thence North 01°53'09" East, a distance of 135.29 feet;

thence North 07°07'46" East, a distance of 185.66 feet;

thence North 12°55'34" East, a distance of 233.66 feet;

thence North 16°22'29" East, a distance of 285.12 feet;

thence North 15°46'56" East, a distance of 145.68 feet;

thence North 75°48'52" East, a distance of 16.24 feet to the west right-of-way line of State Route 9;

thence South 01°00'48" East along the said west right-of-way line of State Route 9, a distance of 20.54 feet;

thence South 15°46'56" West leaving the said west right-of-way line of State Route 9, a distance of 134.23 feet;

thence South 16°22'29" West, a distance of 284.62 feet;

thence South 12°55'34" West, a distance of 232.05 feet;

thence South 07°07'46" West, a distance of 183.73 feet;

thence South 01°53'09" West, a distance of 126.77 feet;

thence South 73°06'37" East parallel to the north line of the tower area, a distance of 19.49 feet;

thence South 16°53'23" West, a distance of 12.53 feet to a point on the northerly line of the tower area;

thence North 73°06'37" West along the northerly line of the tower area, a distance of 36.84 feet to the **Point of Beginning**;

Containing 19,983 square feet or 0.46 acres, more or less

#### **UTILITY EASEMENT**

A strip of land 10 feet wide, across a parcel of land located in the West Half of Sections 17, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, being 5 feet wide on each side of the following described centerline, more particularly described as follows:

**Commencing** at the west quarter corner of said Section 17, from which the northwest corner of said Section 17, bears North 02°26'31" East, a distance of 2612.06 feet;

thence South 63°21'22" East, a distance of 326.32 feet;

thence North 01°53'09" East, a distance of 135.29 feet;

thence North 07°07'46" East, a distance of 185.66 feet;

thence North 12°55'34" East, a distance of 233.66 feet to the **Point of Beginning**;

thence South 70°15'19" East, a distance of 153.05 feet to the west right-of-way of State Route 9 and Point of Terminus;

Lengthen and shortening the sidelines of said strip so as to terminate on the west right-of-way of State Route 9.

Containing 1,530 square feet or 0.04 acres, more or less

(Being a portion of Tract 2 of Short Plat No. 36-80, Revised, approved September 23, 1980 and recorded January 29, 1982, under Auditor's File No. 8201290042, records of Skagit County, Washington).

Situate in the County of Skagit, State of Washington