



201902280147

02/28/2019 04:01 PM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

After Recording Return To:

GUARDIAN NORTHWEST TITLE CO.

18-1271

Document Title: Lessor Estoppel Certificate
Reference number of documents assigned or released:
Grantor/Lessor: Alyeska Skagit Hangars, LLC
Lessee: Corporate Air Center, LLC
Partial Legal Description: NW Quarter, S3, T34N, R3E, W.M.
Assessor's Parcel/Tax I.D. Number: P120178

LESSOR AND LESSEE ESTOPPEL CERTIFICATE

The undersigned parties hereto understand that the Port of Skagit County, a Washington municipal corporation, is the present contingent purchaser of certain improvements located in the county of Skagit, state of Washington (the "Leasehold Property"), as more fully described in the Lease Agreement dated May 10, 2018 ("Lease") by and between Alyeska Skagit Hangars, LLC, a limited liability company, ("Lessor") and Corporate Air Center, LLC, a limited liability company ("Lessee"). The undersigned parties further acknowledge that this certificate is being furnished to the Port of Skagit County and that the Port of Skagit County will rely on the representations made herein to determine the suitability of the improvements. In consideration of the mutual benefits to be derived therefrom, Lessor and Lessee agree and certify as follows:

1. Except as stated in paragraph 2 below, the 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 voluntary cancellation, surrender or modification of the Lease, by mutual agreement of the parties thereto.

2. On October 10, 2018, Lessor and Lessee entered into an Amendment to Lease Agreement (the "Amendment"). The Amendment and the Lease are collectively referred to herein as the "Lease Documents." The Lessor approved each of the Lease Documents, and there are no other assignments, addendums, estoppel certificates, amendments, subleases or other agreements with respect to the Lease known to Lessor except as set forth herein.

3. There is no default presently known to exist under the Lease Documents in the payment of rent or in the observance or performance of any other covenant or condition to be observed or performed by Lessee, Lessor or Lessee's or Lessor's predecessors in interest, and neither party has knowledge of any facts or information that, with the giving of notice, passage of time, or both, would constitute a default by the other party thereunder.

4. Neither Lessor nor Lessee has knowledge of any prior assignment, except as herein stated, or of any prior hypothecation or pledge of Lessee's interest in the Lease.

5. The initial term of the Lease expires on August 31, 2048, which term may be extended as set forth in paragraph 2. B of the Lease.

6. Neither Lessor nor Lessee has constructive or actual knowledge or notice of the existence of hazardous wastes or hazardous products located on the Leasehold Property, and no state or federal agency has notified Lessor or Lessee that any type of hazardous waste cleanup is required or necessary with respect to the Leasehold Property.

7. The Leasehold Property is properly zoned for the use intended by the Lessee.

8. The statements, promises and agreements herein made shall be binding upon Lessor and Lessee and their successors and assigns, and shall inure to the benefit of the Port of Skagit County and its successors and assigns.

9. This agreement shall be governed by and construed in accordance with the laws of the state of Washington. Lessor and Lessee each represents and warrants that its undersigned agents each has full power and authority to execute this agreement. on each party's behalf.

LESSOR AND LESSEE EACH:

(1) ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT,

(2) AFFIRMS THAT ITS REPRESENTATIONS HEREIN ARE ACCURATE AND COMPLETE; AND

(3) CONSENTS AND AGREES TO ITS TERMS.

ESTOPPEL CERTIFICATE
Page 2 of 4


LESSOR


LESSEE

IN WITNESS WHEREOF, this certificate has been duly executed and delivered as of the 28th day of December, 2018.

LESSOR:

ALYESKA SKAGIT HANGARS, LLC

By: [Signature]

Jeff Hendricks

Its: Member

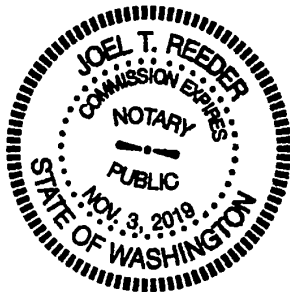
2415 T Ave., Suite 208

Anacortes, Washington 98221

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 28th day of December, 2018, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Hendricks to me known to be a Member of the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is duly authorized to execute the said instrument.

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



(signature)

(printed name)

NOTARY PUBLIC in and for the State of
Washington, residing at: Skagit, Anacortes
My appointment expires: Nov. 3, 2019

ESTOPPEL CERTIFICATE
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[Signature]
LESSOR

[Signature]
LESSEE

LESSEE:

CORPORATE AIR CENTER, LLC

By: Tim Lewis

Its: Member

Address: 15452 Airport Drive
Burlington, WA 98233

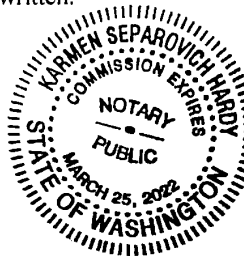
STATE OF WASHINGTON)

) SS

COUNTY OF SKAGIT)

On this 2nd day of January, ^{2019 KH}~~2018~~, before me personally appeared Tim Lewis to me known to be a Member of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



Karmen Separovich Hardy
(signature)

Karmen Separovich Hardy
(print name)

NOTARY PUBLIC in and for the State of Washington,
residing at Anacortes

My appointment expires: 03/25/2022

ESTOPPEL CERTIFICATE
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[Signature]
LESSOR

[Signature]
LESSEE

EXHIBIT "A"
Property Description

Closing Date: February 28, 2019
Buyer(s): Port of Skagit County
Property Address: 15452 Airport Drive, Burlington, WA 98233

PROPERTY DESCRIPTION:

Improvements pursuant to Lease recorded January 14, 2019 as Auditor's File No. 201901140090, and any amendments thereto, located on the following described property;

LEASE TRACT "B1"

That portion of Parcel B "AFTER" of that certain boundary line adjustment approved May 7, 2017 and recorded May 10, 2017 under Auditor's File Number 201707100057, records of Skagit County all within the Northwest quarter of Section 3, Township 34 North, Range 3 East, W.M., Skagit County Washington, being more particularly described as follows:

Commencing at the North quarter corner of said Section 3 as shown on said boundary line adjustment; thence North 88 degrees 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 boundary line adjustment; thence South 52 degrees 21'58" East, along said building restriction line 184.11 feet to the true point of beginning; thence North 52 degrees 21'58" West, along said building restriction line, 103.24 feet; thence North 37 degrees 40'44" East, 101.31 feet to a point here-in-after known as Reference point "A"; thence continuing 37 degrees 40'44" East, 4.75 feet; thence North 26 degrees 02'57" East, 67.37 feet to the intersection with the Southerly margin of a 60-foot wide right-of-way, as shown on said boundary line adjustment being a point on a curve, in which the radius bears North 15 degrees 42'26" West, thence along a curve to the left and on said Southerly margin, having a radius of 180.00 feet; through a central angle of 25 degrees 44'04", an arc distance of 80.85 feet to a point of compound curve; thence along a curve to the left and on said Southerly margin, having a radius of 399.59 feet; through a central angle of 4 degrees 34'16", an arc distance of 31.88 feet; thence South 37 degrees 40'53" West, 106.27 feet to the true point of beginning.

Said premises being also known as a portion of Lot 74 Amended Skagit Regional Airport Binding Site Plan recorded March 4, 2003 as Auditor's File No. 200303040030.

LEASE TRACT "B2"

That portion of Parcel B "after" of that certain boundary line adjustment approved May 7, 2017 and recorded May 10, 2017 under Auditor's File Number 201707100057, records of Skagit

PROPERTY DESCRIPTION

County all within the Northwest Quarter of Section 3, Township 34 North, Range 3 East, W.M., Skagit County Washington, being more particularly described as follows:

Commencing at the before-mentioned reference Point "A"; thence South 52 degrees 21'53" East, along the extension line of and face of an existing commercial building, 12.00 feet to the true point of beginning of said Lease Tract "B2"; thence continuing South 52 degrees 21'53" East 101.17 feet; thence North 37 degrees 38'07" East, 30.24 feet; thence North 52 degrees 21'53" West, 101.17 feet; thence South 37 degrees 38'07" West, 30.24 feet to the true point of beginning.

Said premises being also known as a portion of Lot 73 Amended Skagit Regional Airport Binding Site Plan recorded March 4, 2003 as Auditor's File No. 200303040030.