



200111070128

, Skagit County Auditor

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**AFTER RECORDING MAIL TO:**

Name FIRST AMERICAN TITLE CO.  
Address 2101 FOURTH AVE STE #712  
City / State SEATTLE, WA 98121-2318  
ATTN: CHRIS RAW

**Document Title(s):** (or transactions contained therein)

1. MEMORANDUM OF LEASE
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**

☐ Additional numbers on page \_\_\_\_\_ of document

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

1. ARMADA/BURLINGTON LLC
- 2.
- 3.
- 4.

5. ☐ Additional names on page \_\_\_\_\_ of document

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

1. PIER 1 IMPORTS, INC
- 2.
- 3.
- 4.

5. ☐ Additional names on page \_\_\_\_\_ of document

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

5-34-4 NW-SW

☐ Complete legal description is on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel / Account Number(s):**

8031-000-001-0000

**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.

**First American Title  
Insurance Company**

66676-3

(this space for title company use only)

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into effective this 2 day of March, 2000, by and between Armada/Burlington LLC, a Washington limited liability company, with its principal office at 2115 Sixth Avenue, Seattle, Washington 98121, hereinafter referred to as "LANDLORD", and Pier 1 Imports (U.S.), Inc., a Delaware corporation, hereinafter referred to as "TENANT", with its principal office at 301 Commerce Street, Suite 600, Fort Worth, Texas 76102.

WITNESSETH, that:

By acknowledgment of this Document the parties agree that that certain Memorandum of Lease recorded under Skagit County, Washington recording Number 200003200036 is hereby released and superceded in its entirety.

1. LANDLORD, in consideration of the rents reserved and agreed to be paid by TENANT, and of the covenants, agreements, conditions and understandings to be performed and observed by TENANT, all as more fully set out in a lease executed by LANDLORD and TENANT, and dated the 2 day of March, 2000 (the "Lease"), hereby lets, leases and demises to TENANT certain premises (the "Premises"), located in the City of Burlington, County of Skagit, State of Washington, and contained in a shopping center constructed or to be constructed on the real property described in **Exhibit A** attached hereto. The Premises is outlined on the Shopping Center site plan attached hereto as **Exhibit B** and shall include all improvements constructed upon the Premises.

2. The term of the Lease shall commence as set forth in the Lease and shall expire ten (10) lease years after the commencement date as determined and defined by the provisions of the Lease.

3. TENANT has an option to renew the Lease for two (2) terms of five (5) years each, on the same terms and conditions as stated in the Lease.

4. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease between LANDLORD and TENANT, which agreement is incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the actual Lease, the terms and conditions of the Lease shall prevail.

5. LANDLORD acknowledges that access to the Premises and the visibility of the Premises is critical to the successful operation of TENANT'S business. LANDLORD agrees that during the term of this Lease or any renewal or extension thereof that it will not construct or permit to be constructed any building, parking facility, tower or other structure, or improvement or plant any tree or other growing plant other, than as may be required by local

BURLING.WA  
February 21, 2000



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governmental authority, in the area designated on **Exhibit B** (the "No Build Area") attached hereto.

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

LANDLORD:  
ARMADA/BURLINGTON LLC,  
a Washington limited liability company

WITNESS OR ATTEST:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

TENANT:  
PIER 1 IMPORTS (U.S.), INC.,  
a Delaware corporation

WITNESS OR ATTEST:

\_\_\_\_\_

Date: 2-21-00

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

J. Rodney Lawrence  
Senior Vice President

Exhibit A - Shopping Center Legal Description

Exhibit B - Shopping Center Site Plan

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 07 2001

Amount Paid \$ \_\_\_\_\_  
Skagit Co. Treasurer  
By \_\_\_\_\_ Deputy



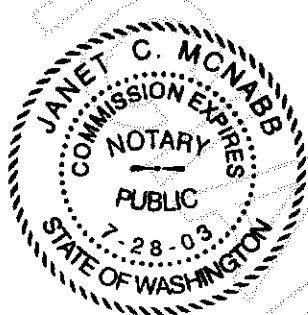
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STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that Alan J. Winningham is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of **Armada/Burlington LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: MARCH 2, 2000.



Janet C. McNabb  
(Signature of Notary Public)

JANET C. MCNABB  
(Printed Name of Notary Public)

My Appointment expires: 7-28-03

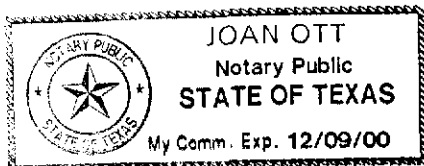
STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared J. Rodney Lawrence, Senior Vice President of **Pier 1 Imports (U.S.), Inc.**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and official seal this 21<sup>st</sup> day of February, 2000.

(SEAL)



Joan Ott  
Notary Public in and for the State of Texas

My commission expires: 12/09/00

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**Exhibit A**

**Shopping Center Legal Description**

Lot 1 of Revised Binding Site Plan No. BURL-BSP-2-00, recorded October 3, 2001, as Skagit County Auditor's File No. 200110030143, being a portion of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 5, Township 34 North, Range 4 East, W.M., TOGETHER WITH parking, access and utility easements delineated on said plan as appurtenant thereto.



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# EXHIBIT D SHOPPING CENTER SITE PLAN

THIS SITE PLAN IS TENTATIVE AND SUBJECT TO APPROVAL BY THE CITY OF BURLINGTON WASHINGTON. WHEN THE FINAL SITE PLAN HAS BEEN APPROVED BY THE CITY OF BURLINGTON AND PIER 1 IT SHALL BE SUBSTITUTED HEREOF.

## PROJECT DATA

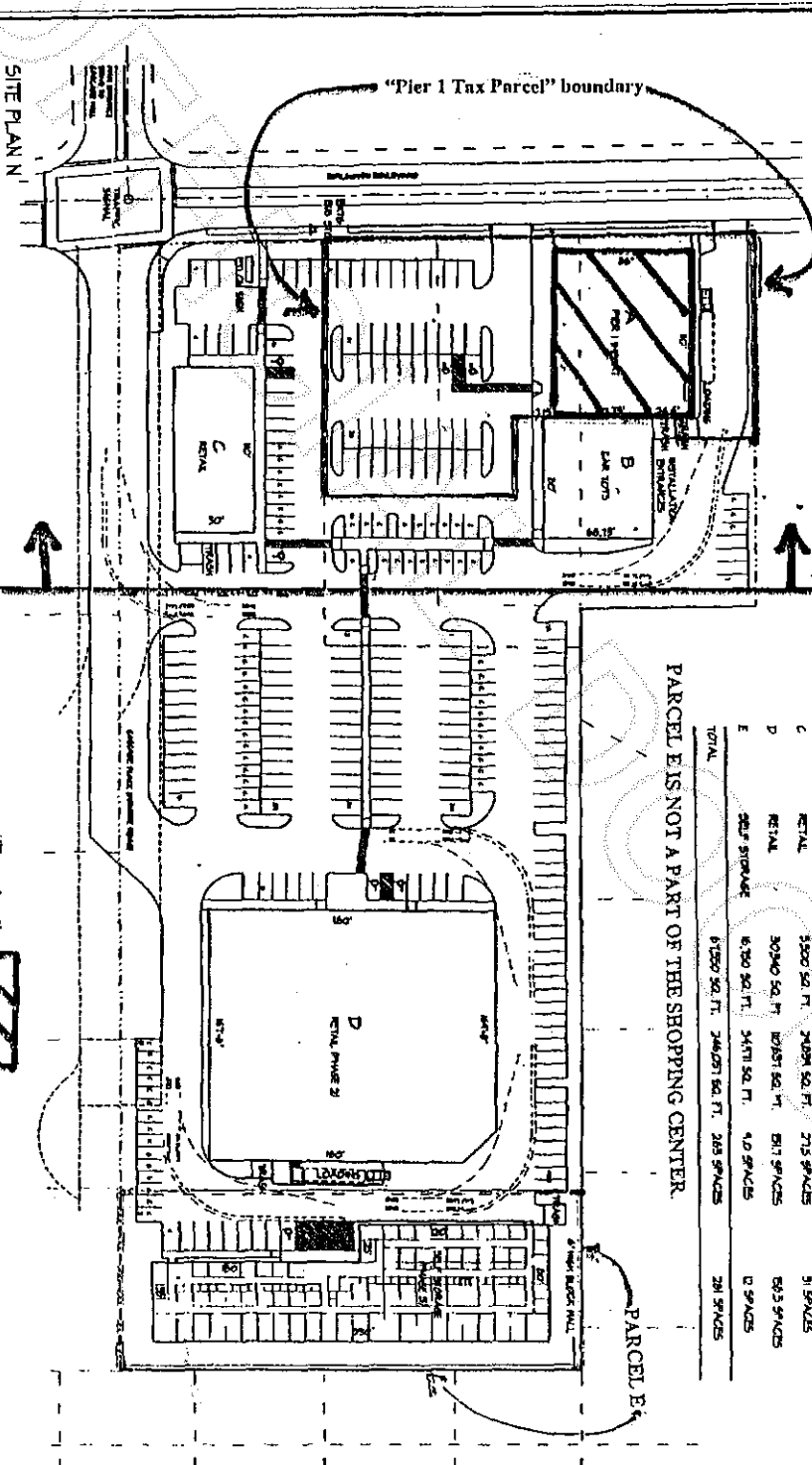
SITE AREA 227,964 SQ. FT. (5.2 AC.)  
ZONING C-4

### AREA TABULATION

BUILDING / USE	AREA	SITE AREA	PARKING REQUIRED	PARKING PROVIDED
A PIER 1 IMPROV	4,460 SQ. FT.	3,476 SQ. FT.	473 SPACES	50
B CAR TENTS	8,800 SQ. FT.	31,924 SQ. FT.	213 SPACES	243 SPACES
C RETAIL	3,500 SQ. FT.	24,029 SQ. FT.	273 SPACES	31 SPACES
D RETAIL	30,340 SQ. FT.	10,287 SQ. FT.	517 SPACES	563 SPACES
E 200' STORAGE	6,300 SQ. FT.	34,471 SQ. FT.	40 SPACES	0 SPACES
TOTAL	61,360 SQ. FT.	24,029 SQ. FT.	283 SPACES	284 SPACES

PARCEL E IS NOT A PART OF THE SHOPPING CENTER.

"NO BUILD AREA" shall be west of bold line & include all of those / that area not shown to contain a building. No Build Area (except as shown).



BURLINGTON RETAIL  
BURLINGTON, WASHINGTON  
SCALE: 1" = 100'-0"

ARMADALAGEOUS COMPANY  
215 SOUTH AVENUE / SEATTLE, WA 98121 / (206) 423-1940

FRIMPT & HO  
ARCHITECTS, INC. P.C.  
PROJECT NO. 94220 DMC NO. 94220-0000-0000-0000



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