

Skagit County Auditor  
1/31/2018 Page

1 of

5

\$78.00

3:43PM

**WHEN RECORDED RETURN TO:**

Home Trust of Skagit  
P.O. Box 2444  
Mount Vernon, WA 98273

**Land Title and Escrow**  
DL-162700-OE

**DOCUMENT TITLE(S):**  
Memorandum of Ground Lease

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR:**  
HOME TRUST OF SKAGIT, a Washington non-profit corporation

**GRANTEE:**  
KELLY KJARSTAD, an unmarried individual

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 9, Summerlynd.

**TAX PARCEL NUMBER(S):**  
~~6031-000-009-0001, P133240,~~ 6031-000-009-0000, P132997

**When Recorded return to:**

Home Trust of Skagit  
P.O. Box 2444  
612 South First Street  
Mount Vernon, WA 98273

**Land Title and Escrow MEMORANDUM OF GROUND LEASE**

01-102700-  
OE

Between Kelly Kjarstad, and Home Trust of Skagit

This Memorandum Of Ground Lease (the "Memorandum") is made and entered into this 31 day of January 2018, by and between Kelly Kjarstad whose address is 924 Summerlynd Lane, Mount Vernon, Washington 98273, (the "Homeowner") and Home Trust of Skagit, with offices at P.O. Box 2444, Mount Vernon, WA 98273 (the "Trust").

**WITNESSETH:**

Home Trust of Skagit is the owner of certain real property located in Skagit County, the state of Washington, known as 924 Summerlynd Lane, Mount Vernon, Washington 98273, (the "Leased Land") more particularly described as follows:

**Insert Legal Description:**

The Homeowner is the owner of the house and other improvements (the "Home") located on the Leased Land and purchased the Home subject to the terms and of an unrecorded Ground Lease (the "Lease") between Home Trust of Skagit as the lessor and Kelly Kjarstad as the lessee, Which Ground Lease is dated January 31, 2018.

The provisions of the Lease include the following.

- The lease commences on January 31, 2018 and terminates on January 31, 2117. The Lease is subject to a renewal for an additional period of 99 years.
- The Lease prohibits Homeowner from mortgaging the Home and Homeowner's interest in the Leased Land without the consent of the Trust.
- The Lease requires that, in the event the Homeowner intends to sell the Home, Homeowner shall notify the Trust of such intent; and that, thereupon, the Trust shall have the option to purchase the Home on the terms and conditions contained in the Lease. The Home may not be conveyed to a third party without compliance with the terms of the Lease.
- The Lease stipulates that the Homeowner's interest in the Leased Land shall not be assigned or subleased without the prior written consent of the Trust.
- The Lease requires that the Leased Land be used only for residential purpose. Any Additions or alterations to the Home must comply with the terms of the Lease.
- No liens for services, labor, or materials shall attach to the Trust's title to the Leased Land.
- The Lease requires the Homeowner to make certain monthly payments.
- The Lease requires that this Memorandum of Ground Lease be recorded in the records of Skagit County, Washington.

This Memorandum is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions of the Lease, but is intended only to give notice of such Lease and the provisions thereof.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Ground Lease.

HOMEOWNER:

Kelly Kjarstad  
Kelly Kjarstad

TRUST:

Jodi Dean Monroe  
Jodi Dean Monroe, Executive Director

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2018387  
JAN 31 2018

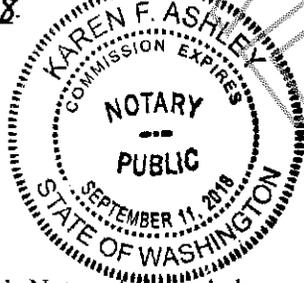
Lessee's Notary Acknowledgment  
STATE OF WASHINGTON )

) ss.

Amount Paid \$ 3654.<sup>00</sup>  
Skagit Co. Treasurer  
By HB Deputy

COUNTY OF SKAGIT )

On this day personally appeared before me Kelly Kjarstad, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 30th day of January, 2018.



Karen Ashley  
(print name) Karen Ashley  
Notary Public in and for the State of Washington  
My Appointment Expires 9-11-2018

Home Trust of Skagit's Notary Acknowledgment  
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(print name) \_\_\_\_\_  
Notary Public in and for the State of Washington  
My Appointment Expires \_\_\_\_\_

STATE OF Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence Jodi Dean Monroe  
the person who appeared before  
me, and said he acknowledged that he signed this instrument, on oath stated He is  
authorized to execute the instrument and Executive Director  
of Home Trust of Skagit, a Washington non-profit corporation  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: January 31, 2018

Karen Ashley

Karen Ashley

Notary Public in and for the State of Washington

Residing at Sedro-Woolley

My appointment expires: 9/11/2018



**Schedule "A-1"**

**01-162700-OE**

**DESCRIPTION:**

Lot 9, 'PLAT OF SUMMERLYND', recorded November 20, 2015, under Auditors File No. 201511200145, records of Skagit County, State of Washington;

Situate within the County of Skagit, State of Washington.