



**201811210064**

11/21/2018 02:39 PM Pages: 1 of 6 Fees: \$104.00  
Skagit County Auditor

**Land Title and Escrow**

01-168456-F

Document Title:

Memorandum of Lease

Reference Number : N/A

Grantor(s):

additional grantor names on page \_\_\_.

1. Montgomery Holdings, LLC

2.

Grantee(s):

additional grantee names on page\_\_\_.

1. Bridgestone Americas Tire Operations, LLC

2.

Abbreviated legal description:

full legal on page(s) 6.

Lot 5 Commercial Facility Building Site Plan No. 97-0361

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_.

8020-000-005-0000, P113737

1/2 914587  
MOUNT VERNON, WA  
501 Jacks Lane  
PN# 002

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum of Lease") is made as of the 1st day of October, 2018, by and between MONTGOMERY HOLDINGS, LLC, a Washington Limited Liability Company ("Landlord"), BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC, a Delaware limited liability company ("Tenant"), having an office at 200 4<sup>th</sup> Avenue South, Nashville, TN 37201, Attn: Law Department/Real Estate Section ("Tenant")

Landlord and Tenant entered into that certain Lease Agreement, dated as of the date hereof, pursuant to which Landlord has demised to Tenant and Tenant has leased from Landlord that certain parcel of land legally described on Exhibit A attached hereto (the "Premises"), together with the right to use all of Landlord's easement rights and appurtenances with respect to the Premises, if any (collectively, as and as may be amended from time to time, the "Lease").

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the parties agree as follows:

1. Term. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Premises for an initial term ("Initial Term") of ten (10) Lease Years (as defined in the Lease), commencing on the Commencement Date (as defined in the Lease).
2. Options to Renew. Landlord hereby grants to Tenant, subject to all of the terms and conditions of the Lease, the right to extend the Lease beyond the Initial Term for six (6) successive periods of five (5) Lease Years each.
3. Miscellaneous. This Memorandum of Lease is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are incorporated by reference herein. This Memorandum of Lease is not intended to and shall not change any of the terms and conditions of the Lease. All capitalized

terms used herein and not defined herein shall have the meanings given to them under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made, executed and delivered as of the day and year of the last party to sign below.

(End of text. Execution on following page.)

LANDLORD:  
MONTGOMERY HOLDINGS, LLC,  
a Washington limited liability company

By *Charles H. Montgomery, II*  
Charles H. Montgomery, II  
Manager

STATE OF WASHINGTON            )  
  )  
  )        ss.  
COUNTY OF SKAGIT            )

I certify that I know or have satisfactory evidence that CHARLES H. MONTGOMERY, II is the individual who appeared before me and said individual acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Member/Manager of MONTGOMERY HOLDINGS, LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 1<sup>st</sup> day of October, 2018.



LAWRENCE A. PIRKLE \_\_\_\_\_

*Lawrence A. Pirkle*  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Mount Vernon  
My Commission Expires: 5/7/19



EXHIBIT A

Assessor's Parcel No: 8020-000-005-0000 (P113737).

Lot 5, Hilde Commercial Facility Building Site Plan No. 97-0361, approved November 25, 1998, recorded November 25, 1998 in Volume 13 of Short Plats, pages 186 and 187, under Auditor's File No. 9811250022 and being a portion of the NW 1/4 of the SW 1/4, Section 32, Township 34 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities as granted and filed February 25, 2004, under Auditor's File Nos. 200402250152 and 200402250154, records of Skagit County, Washington.

ALSO TOGETHER WITH a non-exclusive easement for the construction, placement, reconstruction, repair and maintenance of a retaining wall as granted and filed February 25, 2004, under Auditor's File No. 200402250153, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington

TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations, agreements, easements, provisions, slope and drainage rights & assessments of record, if any.

TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations, agreements, easements, provisions, slope and drainage rights & assessments of record, if any.