

After recording, return to:
Ogden Murphy Wallace PLLC
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Attn: Robert S. Klein

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 01/30/2023

GNW 22-15030

Washington State Recorder's Cover Sheet

Document Title: Memorandum of Shopping Center Lease

Reference No. of Related Documents: N/A

Grantor: Pacific Northwest Properties 1, L.L.C.

Grantee: Evergreen Goodwill of Northwest Washington

Abbreviated Legal Description: LOT 2, SP# SW-0284 BEING PTN LT 1 & E 1/2 LTS 2, 8, 9 & LT 10, SEDRO ACREAGE

Tax Parcel ID Nos.:
P76911 / 4170-000-001-0005
P100311 / 4170-000-001-0104
P100316 / 4170-000-001-0203
P100330 / 4170-000-001-0302
P100335 / 4170-000-001-0401
P100467 / 4170-000-001-0500
P100469 / 4170-000-001-0609

MEMORANDUM OF SHOPPING CENTER LEASE

January
2023

THIS MEMORANDUM OF SHOPPING CENTER LEASE is executed as of the 30 day of ~~December, 2022~~, by and between Pacific Northwest Properties 1, L.L.C., a Washington limited liability company ("**Landlord**"), and Evergreen Goodwill of Northwest Washington, a Washington public benefit nonprofit corporation ("**Tenant**").

AGREEMENT

1. Landlord leases to Tenant and Tenant leases from Landlord that certain real property, together with improvements thereon and appurtenances thereto (the "**Premises**") together with rights in and to the Shopping Center (of which the Premises are a part) pursuant to that certain Shopping Center Lease of even date (the "**Lease**"), which real property is legally described on Exhibit A attached hereto, and by this reference incorporated herein, for a term of ten years commencing on a Commencement Date to be memorialized by Landlord and Tenant. The Shopping Center Lease contains two additional five (5) year Tenant renewal options which upon exercise would extend the term of the Lease.
2. Notice is hereby given that Landlord has granted and established the following restrictive covenant that encumbers the above-mentioned real property. The restrictive covenant is set forth in the Lease as follows:

17.4 Restrictive Covenant. During the Term, Landlord covenants and agrees that no person, entity or Occupant (other than Tenant) may conduct, operate or engage in the retail sales of pre-owned items, including but not limited to clothing, household goods and other items or to operate a public drive-up donation center with drive up lane, within the Shopping Center. This covenant shall be deemed to run with the land, to be appurtenant to the Shopping Center and to restrict the use thereof. During the Term, Landlord shall not lease, license or approve an assignment or sublease of space within the Shopping Center to any other tenant or Occupant who proposes to or will conduct, operate or engage in the retail sales of pre-owned items, including but not limited to clothing, household goods and other items (e.g., a second-hand store, a thrift store or a consignment store). Landlord, at its own expense, shall not permit or suffer any person, entity or Occupant to violate the restrictions set forth in this Section 17.4. This Section 17.4 is necessary to protect Tenant's reasonable business interests, to provide for a rational business plan to commercialize the Shopping Center and to induce Tenant to enter into this Lease. The terms of this Section 17.4, in form acceptable to Tenant, shall be set forth in the memorandum of lease to be recorded in the public records of Skagit County, Washington. Tenant shall have the option, but not the duty, to enforce the restrictive covenants set forth in this Section 17.4 against any Person in violation thereof.

3. This Memorandum of Shopping Center Lease is executed solely for the purpose of giving notice to the public of (i) the existence of the Lease and (ii) the terms and conditions of restrictive covenant set forth above. The terms and conditions of the Lease are expressly incorporated herein by reference for all purposes as though fully set forth herein. Terms that are capitalized, but not defined, in this Memorandum of Shopping Center Lease shall have the meaning set forth in the Lease.


4. Should there be any inconsistency between the terms of this instrument and the Lease incorporated herein, the terms of said incorporated Lease shall prevail.

5. This Memorandum of Shopping Center Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures of the Parties transmitted by electronic transmission or in portable document format (.pdf) will be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Shopping Center Lease as of the day and year first written above.


LANDLORD:

PACIFIC NORTHWEST PROPERTIES I, L.L.C.


Sally Feldman
Its: Executive Manager
Date: Jun 26, 2023

TENANT:

EVERGREEN GOODWILL OF NORTHWEST
WASHINGTON

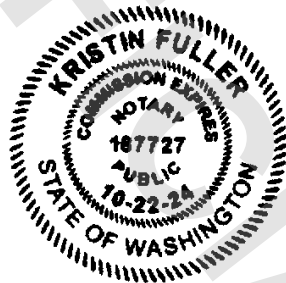

By: Daryl J. Campbell [Print Name]
Its: President & CEO
Date: January 30, 2023

STATE OF WASHINGTON)

) ss.)

COUNTY OF King

I certify that I know or have satisfactory evidence that Sally Feldman 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 individually and in her capacity as the Executive Manager of PACIFIC NORTHWEST PROPERTIES 1, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 26, 2023.

(Signature)

Kristin Fuller

(Name legibly printed or stamped)

Notary Public in and for the State of Washington,

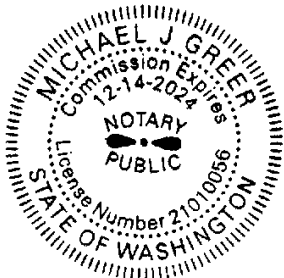
residing at Snohomish CountyMy appointment expires 10-22-2024

STATE OF WASHINGTON)

) ss.)

COUNTY OF King

I certify that I know or have satisfactory evidence that Daryl Campbell 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 individually and in his capacity as the President/CEO of EVERGREEN GOODWILL OF NORTHWEST WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 30, 2022.

(Signature)

Michael J Greer

(Name legibly printed or stamped)

Notary Public in and for the State of Washington,

residing at Pierce CountyMy appointment expires 12-14-24

EXHIBIT A

A leasehold interest in that portion of the Shopping Center Parcel described as follows:

Commencing at the southwest corner of said Lot 2 (Shopping Center Parcel); thence N 00°11'11"W along the west line of said Lot 2, a distance of 645.99 feet; thence East, a distance of 55.00 feet to the point of beginning of this description; thence continuing East, a distance of 199.72 feet; thence North, a distance of 195.00 feet to the south line of Parcel 2 described in instrument recorded in Skagit County as Auditor's File No. 9203100006; thence West along the south line of said Parcel 2, a distance of 200.36 feet to the southwest corner of said Parcel 2; thence S 00°11'11"E, a distance of 195.00 feet to the point of beginning of this description.

Together with Tenant's rights in the Shopping Center Parcel as defined in the Lease, including but not limited to, its common area rights under section 9 of the Lease.

Shopping Center Parcel:

Lot 2, Short Plat No. SW-0284, approved January 11, 1985, recorded January 14, 1985, in Book 6 of Short Plats, page 200 under Auditor's File No. 8501140002, and being a portion of Lots 1, 2, 8, 9 and 10, "SEDRO ACREAGE," as per plat recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington.

Situate in Skagit County, Washington.