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04/12/2024 09:31 AM Pages: 1 of 8 Fees: \$614.00
Skagit County Auditor

Document Title:

NOTICE AND MEMORANDUM OF LEASE, PURCHASE RIGHT, & REAL PROPERTY INTEREST

Reference Number : N/A

Grantor(s):

☐ additional grantor names on page ____.

1. Wilfred Gary Richmyer and Judith Ann Richmyer, a married couple

2.

Grantee(s):

☐ additional grantee names on page ____.

1. Pacific Rim Tonewoods, Inc.

2.

Abbreviated legal description:

☐ full legal on page(s) ____.

Ptn. NW NW, 15-35N-7E W.M.,
Full Legal on Exhibit A

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

P136817

WHEN RECORDED RETURN TO:

Pacific Rim Tonewoods, Inc.
Attn: Mr. Stephen L. McMinn
P.O. Box 2009
Concrete, WA 98237

Document Title: Notice and Memorandum of Lease, Purchase Right,
and Real Property Interest
Grantor/Landlord: Wilfred Gary Richmyer and Judith Ann Richmyer
Grantee/Tenant: Pacific Rim Tonewoods, Inc.
Abbreviated Legal
Description: PTN NW ¼ NW ¼ SEC. 15, T'SHIP 35N, R7E W.M.
Assessor's Tax
Parcel ID#: P136817

**NOTICE AND MEMORANDUM OF
LEASE, PURCHASE RIGHT AND REAL PROPERTY INTEREST**

All persons are hereby notified of the following:

A LEASE AND NOTICE OF PURCHASE RIGHTS AGREEMENT (together referred to herein as "Lease") was entered into by and between **WILFRED GARY RICHMYER and JUDITH ANN RICHMYER**, a married couple, their heirs, successors, and/or assigns ("Landlord"), and **PACIFIC RIM TONEWOODS, INC.**, a Washington corporation, its heirs, successors, and/or assigns ("Tenant"), with an effective date of March 1, 2024 ("Effective Date").

1. **Leased Premises.** Pursuant to the Lease, the Landlord has leased to Tenant the real property legally described in the attached **Exhibit A**, incorporated herein by reference (the "Leased Premises").

2. **Lease Term.** The term of the Lease is for a period of thirty (30) years, with a right of extension for a period of ten (10) years, at Tenant's sole election, under certain terms.

3. **Tenant's Rights.** The Lease runs with the land and grants to Tenant certain rights to use and possession of the Leased Premises, including but not limited to (subject to certain limited reserved rights of the Landlord set forth in the Lease) the right of exclusive possession and use of the Leased Premises, the right to plant and grow trees as Tenant's personal property, and a right of ingress, egress and utilities to and from Highway 20. Tenant's rights under the Lease run with the land for the time periods set forth in the lease.

4. **Notice of Purchase Right Agreement.** Notice is provided hereby to all persons that Landlord and Tenant have entered into a Purchase Rights Agreement providing Tenant the right to purchase the Leased Premises under terms and conditions specified in the Lease and which purchase right runs with the land subject to terms of the Lease.

Any person seeking to obtain a real property interest in the Leased Premises or to exercise rights concerning any instrument or easement describing the Leased Premises is advised to obtain a copy of that agreement for an understanding of Tenant's real property interest and priority rights of purchase.

5. **Third Parties.** The Lease does not grant rights or interests to any third parties and is intended for the benefit of Tenant and Landlord only.

6. **Contact Information for Parties.** The parties to the Lease are as follows, with contact information current as of the date this memorandum is recorded:

Landlord: The Richmyers

Mailing Address:

Gary and Judy Richmyer
39228 State Route 20
Concrete WA 98237

Tenant: Pacific Rim Tonewoods, Inc.

Mailing Address:

Pacific Rim Tonewoods, Inc.
Attn: Mr. Stephen L. McMinn and Mr. Eric Warner
P.O. Box 2009
Concrete, WA 98237

Any sale or encumbrance of the Leased Premises or any portion thereof that is executed after the effective date of the Lease is subject to the terms and conditions of the Lease and of the Purchase Rights Agreement therein.

7. **Purpose.** This Notice and Memorandum of Lease, Purchase Right and Real Property Interest is prepared for the purpose of recordation, and it in no way modifies the Lease or the Purchase Rights Agreement therein.

[Signatures on Pages Following]

TENANT:

By:

ERIC WARNER

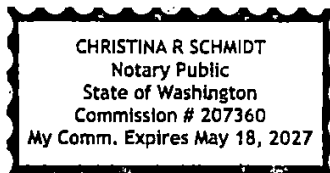
Its Director

Date:

) SS.

COUNTY OF SKAGIT

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



Christina R. Schmidt
Printed Name: Christina R. Schmidt
Notary Public in and for the State of Washington
residing at Skagit County
My commission expires: May 18, 2027

IN WITNESS WHEREOF,

LANDLORD:

THE RICHMYERS

a married couple

Wilfred Gary Richmyer
WILFRED GARY RICHMYER

Date: 4-11-2024

Judith Ann Richmyer
JUDITH ANN RICHMYER

Date: 4-11-2024

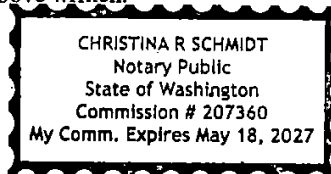
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 11 day of April 2024, I certify that I know or have satisfactory evidence that **WILFRED GARY RICHMYER**, a married man, is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

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



Christina R. Schmidt
Printed Name: Christina R. Schmidt
Notary Public in and for the State of Washington
residing at Skagit County
My commission expires: May 18, 2027

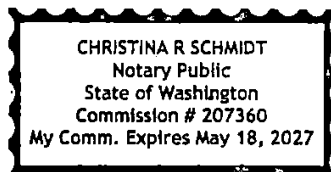
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 11 day of April 2024, I certify that I know or have satisfactory evidence that **JUDITH ANN RICHMYER**, a married woman, is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

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



Christina R. Schmidt
Printed Name: Christina R. Schmidt
Notary Public in and for the State of Washington
residing at Skagit County
My commission expires: May 18, 2027

EXHIBIT A
(Legal Description of the "Leased Premises")

FROM "EXHIBIT E" to APPROVED BOUNDARY LINE ADJUSTMENT
ASSESSOR'S FILE NO. 202303140041

LEGAL DESCRIPTION

THE SOUTHERLY 793.07 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION FIFTEEN (15), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE SEVEN (7) EAST, W.M., LYING SOUTH OF STATE HIGHWAY NO. 17-A AS CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED NOVEMBER 23, 1949, UNDER AUDITOR'S FILE NOS. 438528, 438530 AND 438531,

EXCEPTING THEREFORM THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE HIGHWAY WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE (7) EAST W.M.; THENCE EAST ALONG THE SOUTH LINE OF SAID HIGHWAY 417 FEET; THENCE SOUTH, 1043 FEET; THENCE WEST, 417 FEET PARALLEL WITH THE SOUTH LINE OF SAID HIGHWAY TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ALL ROAD AND RAILROAD RIGHTS OF WAY

AND EXCEPTING THEREFORM THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 1043 FEET SOUTH OF THE SOUTH LINE OF THE INTERSECTION OF THE SOUTH LINE OF THE STATE HIGHWAY AND THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE (7) EAST W.M.; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE EAST, 40 FEET; THENCE NORTH TO THE SOUTH LINE OF THAT CERTAIN TRACT CONVEYED TO HOMER WYATT AND FAYE WYATT, HIS WIFE, BY DEED DATED FEBRUARY 13, 1948, AND RECORDED FEBRUARY 14, 1948, UNDER AUDITOR'S FILE NO. 414438; THENCE WESTERLY ALONG SAID WYATT TRACT TO THE POINT OF BEGINNING.

AND EXCEPTING THEREFORM THE FOLLOWING DESCRIBED TRACT:

THOSE PORTIONS AS CONVEYED TO ETHEL RUSSELL BY "BOUNDARY LINE ADJUSTMENT" RECORDED JULY 28, 1998 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 980728064 AND 9807280065, RESPECTIVELY.

AND EXCEPTING THEREFORM THE FOLLOWING DESCRIBED TRACT:

THOSE PORTIONS AS CONVEYED TO ETHEL RUSSELL BY "BOUNDARY LINE ADJUSTMENT" RECORDED MAY 27, 1998 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9805270109.

TOGETHER WITH THOSE PORTIONS AS GRANTED TO WILFRED G. RICHMYER BY BOUNDARY LINE ADJUSTMENT RECORDED JULY 28, 1998 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9807280065.

