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Skagit County Auditor

RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

Bartko Pavia LLP  
1100 Sansome Street  
San Francisco, CA 94111  
Attn: Hilda Senseney, Esq.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

APN: P53856/3746-000-011-0000. / Pt of Plat of Mount Vernon Acreage

1. This Memorandum of Lease is effective upon recordation and is entered into by and between MOUNT VERNON CENTER ASSOCIATES, LLP, a Washington limited liability partnership ("Landlord"), having its principal place of business at 18915 142<sup>nd</sup> Ave. NE, Suite 155, Woodinville, WA 98072, and ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), having its principal place of business at 5130 Hacienda Drive, Dublin, CA 94568-7579, who agree as follows:

2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from Landlord a portion of the real property located in the City of Mount Vernon, County of Skagit, State of Washington, described in Exhibit A hereto, for a term of approximately ten (10) years which term is subject to extension by Tenant for four (4) additional periods of five (5) years each, or as otherwise set forth in the Lease. The Exhibit A lands are sometimes herein referred to as the "Shopping Center."

3. Landlord has granted Tenant and its authorized representatives and invitees the nonexclusive right to use the Shopping Center common area with others who are entitled to use those areas subject to Landlord's rights as set forth in the Lease.

4. So long as the Lease is in effect, the provisions of the Lease are incorporated into this Memorandum of Lease by reference. The Lease contains the following provision(s):

"3.2.1. Retail Use.

(a) General. Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center is and shall remain retail in character, and, further, no part of the Shopping Center shall be used for residential purposes or as a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," mortuary or funeral home, pet store retailer or pet supply store (collectively, "Pet Store Retailer"), veterinary services, pet vaccination clinic, overnight stay pet facilities, pet grooming facilities, pet boarding facilities, pet day care facilities, pet adoption facilities, pet training facilities or similar pet facilities (collectively, "Pet Services"), gymnasium or health club, dance hall, billiard or pool hall, massage parlor, video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing

1 or repair of motor vehicles, on-premises consumption of alcoholic beverages except as  
2 incidental to a primarily restaurant use, including any night club, bar, sports bar, or any  
3 restaurant where the on-premises consumption of alcohol exceeds forty percent (40%) of  
4 gross sales, facility offering gambling to the public (including any so-called Internet café  
5 that offers gambling to the public, off track betting facility, casino or gaming facility),  
6 provided that the incidental sale of lottery tickets shall be permitted, the sale of adult  
7 products or adult bookstores or adult audio/video products stores (which are defined as  
8 stores in which at least ten percent (10%) of the inventory is not available for sale or rental  
9 to children under the age of majority in the state in which the Store is located because such  
10 inventory explicitly deals with or depicts human sexuality). No ATM or similar machine  
11 shall be permitted in the Shopping Center within one hundred (100) feet of the front and  
12 side perimeter walls of the Store, except if located wholly within the interior of another  
13 tenant's or occupant's premises. No tenant or occupant of the Shopping Center, other  
14 than Tenant, shall be permitted to use one thousand five hundred (1,500) square feet or  
15 more of Leasable Floor Area of its premises primarily for the rental or sale of prerecorded  
16 audio or video merchandise or electronic games software and technological evolutions  
17 thereof. Landlord shall not lease space nor allow space to be occupied in the Shopping  
18 Center by any occupant other than Tenant, whose use of the space shall be (a) for a store  
19 primarily selling merchandise at one price or set prices such as 99 Cents store, as they are  
20 operated as of the Effective Date, (b) for a discount department store under twenty  
21 thousand (20,000) square feet of Leasable Floor Area, for example, Family Dollar store,  
22 as they are operated as of the Effective Date, or (c) for the sale of bridal wear. Further,  
23 no restaurant or other "High Intensity Parking User" (as hereinafter defined) shall be  
24 permitted in the Shopping Center within five hundred (500) feet of the front and side  
25 perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant  
26 whose use requires more than five (5) parking spaces per one thousand (1,000) square feet  
27 of Leasable Floor Area in accordance with either customary shopping center practices or  
28 governmental regulations, whichever has a higher parking requirement. The foregoing use  
29 restrictions are referred to herein as the "Ross Prohibited Uses."

30 (b) Exceptions. Notwithstanding the provisions of Section 3.2.1(a) above, the  
31 following uses shall be permitted in the Shopping Center:

32 (i) Pet Store Retailer. One (1) nationally or regionally recognized Pet  
33 Store Retailer shall be permitted in the Shopping Center so long as such Pet Store Retailer  
34 is not located within one hundred fifty (150) feet of the front and side perimeter walls of  
35 the Store.

36 (ii) Pet Services. Pet Services shall be permitted in the Shopping  
37 Center so long as such services and facilities are offered on an incidental basis as part of,  
38 and located wholly within the interior of, a Pet Store Retailer that is permitted pursuant to  
39 Section 3.2.1(b)(i) above.

40 (iii) Health Club/Gymnasium. One (1) health club or gymnasium shall  
41 be permitted in the Shopping Center, so long as such gymnasium or health club (A) does  
42 not exceed five thousand (5,000) square feet of Leasable Floor Area, and (B) is not located  
43 within one hundred fifty (150) feet of the front and side perimeter walls of the Store.

(iv) Existing Tenants. The Ross Prohibited Uses set forth in this Section 3.2.1(a) shall not apply to those tenants or occupants of the Shopping Center listed on Exhibit K ("Existing Tenants") who, in accordance with the terms of existing leases or occupancy agreements in effect on the Effective Date, cannot be prohibited from so operating, as such leases or agreements may be extended or renewed. For purposes of the foregoing, a recognizable or similar brand replacement fitness use for the Existing Tenant Fitness 1440, in the same location as Fitness 1440 as depicted on the Site Plan, and no larger than the Fitness 1440 premises as depicted on the Site Plan, shall be deemed to be an Existing Tenant. Landlord covenants and agrees that if a change in use of the premises occupied by any such Existing Tenant is subject to Landlord's consent, Landlord shall not consent to a change in use of the premises which violates the Ross Prohibited Uses if Landlord can withhold its consent without violating the terms of the Existing Tenant's lease."

"15.3. Protection.

(a) Without the prior written consent of Tenant, which consent may be withheld in the absolute and sole discretion of Tenant, no tenant or occupant of the Shopping Center (other than Tenant) may use, and Landlord, if it has the capacity to do so, shall not permit any other tenant or occupant of the Shopping Center to (i) use its premises for the Off Price Sale (as hereinafter defined) of clothing apparel, accessories, shoes or household goods, or (ii) use more than ten thousand (10,000) square feet of Leasable Floor Area of its premises for the sale of apparel (except for discount department stores in excess of eighty-five thousand (85,000) square feet of Leasable Floor Area). For purposes of this Section 15.3(a), "Off Price Sale" shall mean the retail sale of clothing apparel, accessories, shoes or household goods on an everyday basis at prices reduced from those charged by full price retailers, such as full price department stores; provided, however, this definition shall not prohibit sales events by a retailer at a price discounted from that retailer's everyday price. (As of the Effective Date, examples of Off Price Sale retailers include such retailers as T.J. Maxx, Marshalls, HomeGoods, Sierra, Homesense, Fallas Paredes, Nordstrom Rack, Factory 2U, Burlington, Macy's Backstage, Burkes Outlet, Gabe's, and Bealls Outlet.)

(b) The foregoing use restrictions shall not apply to the Existing Tenants listed on Exhibit K who are occupying their premises in the Shopping Center pursuant to leases or occupancy agreements executed prior to the Effective Date (as the same may be extended or renewed) to the extent Landlord does not have the right, pursuant to the lease or occupancy agreement to restrict the use of the premises of the Existing Tenants. However, if Landlord has the right of consent to any change in use of the premises occupied by an Existing Tenant or if Landlord subsequently owns or controls the premises occupied by an Existing Tenant, Landlord shall not permit any use in such premises in violation of the use restrictions set forth in Section 15.3(a)."

In addition to the provisions referred to above, the Lease contains numerous other terms, covenants and conditions which affect not only the Store but also the Shopping Center, including, but not limited to, the Article 2 – Site Plan definition and Section 3.6 of the Lease which, among other things, include building height restrictions, restrictions on changes to the Control Area (defined in the Lease and identified on the Site Plan) and changes to the Common Areas (defined in the Lease and identified on the Site Plan), restrictions on construction of buildings, except within the Building

1 Envelopes (defined in the Lease and identified on the Site Plan), subject to size limitations within the  
 2 Building Envelopes, and restrictions on changes to building storefronts and exteriors. Notice is hereby  
 3 given that reference should be made to the Lease with respect to the details of such terms, covenants  
 4 and conditions.

5 5. The terms, conditions, restrictions and covenants in the Lease, including the  
 6 provisions of the Lease to be performed by Landlord whether to be performed at the Tenant's store,  
 7 or any other portion of the Shopping Center, whether affirmative or negative in nature shall run with  
 8 the real property comprising the Shopping Center and shall inure to the benefit of and be binding  
 9 upon the parties hereto and the heirs, executors, administrators, successors, assigns and other  
 10 successors in interest to the parties hereto.

11 6. This Memorandum of Lease is prepared for the purpose of constructive notice and in  
 12 no way modifies the provisions of the Lease.

13 Contents of Memorandum of Lease:

Paragraphs 1-6

Exhibit A - Legal Description of the Shopping Center

Exhibit B - Site Plan

14  
 15 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of  
 16 Lease on the respective dates shown below.

**LANDLORD:**  
**MOUNT VERNON CENTER ASSOCIATES,**  
**LLP, a Washington limited liability partnership**

By: [Signature]  
 Name: Ezra Cavanaugh  
 Its: Manager  
 Dated: 4/17/25

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**TENANT:**  
**ROSS DRESS FOR LESS, INC.,**  
**a Virginia corporation**

By: [Signature]  
 Name: Richard G. Lietz  
 Its: Executive Vice President,  
Property Development  
 Dated: 4/14/2025

By: [Signature]  
 Name: Jeff Sealy  
 Its: Group Senior Vice President, Real Estate  
 Dated: 4/14/2025

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## TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Alameda )

On 4/14/2025 before me, Michelle Owings,  
a Notary Public, personally appeared Richard G. Lietz and Jeff Sealy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michelle Owings  
Notary Public

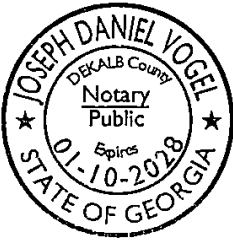
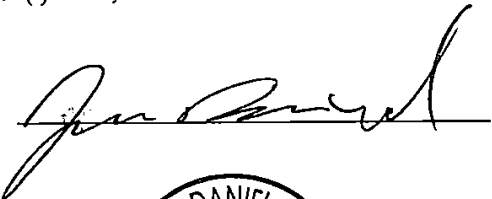


LANDLORD ACKNOWLEDGMENT

State of Georgia  
County of DeKalb

On 4/17/2025 before me, Joseph Daniel Vogel, a Notary Public,  
personally appeared Ezra Genauer, personally known to me, or who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



**EXHIBIT A****LEGAL DESCRIPTION OF THE SHOPPING CENTER**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

**PARCEL "A":**

ALL THOSE PORTIONS OF THE PLAT OF MOUNT VERNON ACREAGE, AS PER PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 102, RECORDS OF SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS;

- A) TRACTS 5 AND 6, EXCEPT THE WEST 256.41 FEET THEREOF; AND ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED MARCH 26, 2002 AS AUDITOR'S FILE NO. 200203260101;
- B) TRACT 7, EXCEPT THE WEST 179 FEET THEREOF;
- C) ALL OF TRACT 8;
- D) TRACT 9, EXCEPT THE WEST 268 FEET OF THE NORTH 29.5 FEET THEREOF; AND ALSO EXCEPT THE WEST 245 FEET OF THE SOUTH 100 FEET THEREOF;
- E) TRACT 10, EXCEPT THE WEST 245 FEET THEREOF; AND ALSO EXCEPT THE SOUTH 10 FEET OF THE EAST 285 FEET THEREOF;
- F) TRACT 11, EXCEPT THE SOUTH 10 FEET THEREOF.

EXCEPT FROM ALL OF THE ABOVE DESCRIBED PARCEL "A" THOSE PORTIONS THEREOF CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED AS AUDITOR'S FILE NO. 200806170067.

**PARCEL "A-1":**

THE WESTERLY 10 FEET OF THAT PORTION OF THE ABANDONED PUGET SOUND AND CASCADE RAILWAY COMPANY RIGHT-OF-WAY LYING BETWEEN THE EASTERLY EXTENSION OF THE NORTH LINE OF TRACT 5 AND THE SOUTH LINE OF TRACT 11 OF THE "PLAT OF MOUNT VERNON ACREAGE".

EXCEPT THE SOUTH 10 FEET THEREOF, AS CONVEYED TO THE STATE OF WASHINGTON FOR STATE SECONDARY HIGHWAY 1-G BY INSTRUMENT DATED MARCH 20, 1951 AND RECORDED MAY 4, 1951 AS AUDITOR'S FILE NO. 460430, RECORDS OF SKAGIT COUNTY, WASHINGTON.

AND ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED MARCH 26, 2002 AS AUDITOR'S FILE NO. 200203260101.

