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08/08/2022 09:40 AM Pages: 1 of 4 Fees \$256.50
Skagit County Auditor

Document Title: Memorandum of Ground Lease

Reference Number :

Grantor(s):

1. Home Trust of Skagit ☐ additional grantor names on page ____

2.

Grantee(s):

1. Derrick Baer ☐ additional grantee names on page ____

2. Heather Baer

Abbreviated legal description:

☐ full legal on page(s) ____
Unit J of Southfield D.U.R.D.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P-128685

I, Jodi Dean

, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$203.50 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Jodi Dean

Dated

8/8/22

When Recorded return to:

Home Trust of Skagit
320 East Fairhaven Ave., Suite 201
Burlington, WA 98233

MEMORANDUM OF GROUND LEASE

Between Skagit Habitat for Humanity sublet to Derrick and Heather Baer and Home Trust of Skagit

This Memorandum Of Ground Lease (the "Memorandum") is made and entered into this 14th day of June, 2014, by and between Derrick and Heather Baer, whose address is 950 Park Street, LaConner, WA, 98257 (the "Homeowner") and Home Trust of Skagit, with offices at 320 East Fairhaven Ave., Suite 201, Burlington, WA 98233 (the "Trust").

WITNESSETH:

Home Trust of Skagit in the owner of certain real property located in Skagit County, the state of Washington, known as Channel Cove, (the "Leased Land") more particularly described as follows:

Legal Description

UNIT J OF SOUTHFIELD P.U.R.D. AND BSP AF#200907240089 AKA THAT PORTION OF SOUTHFIELD P.U.R.D., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHFIELD P.U.R.D. THENCE SOUTH 29 DEGREES 56 00 WEST ALONG THE EAST LINE OF SAID SOUTHFIELD P.U.R.D. A DISTANCE OF 458.11 FEET THENCE NORTH 60 DEGREES 04 00 WEST A DISTANCE OF 9.34 FEET TO THE TRUE POINT OF BEGINNING THENCE NORTH 85 DEGREES 27 13 WEST A DISTANCE OF 36.29 FEET THENCE NORTH 04 DEGREES 32 47 EAST, A DISTANCE OF 43.98 FEET THENCE SOUTH 85 DEGREES 27 13 EAST A DISTANCE OF 36.29 FEET THENCE SOUTH 04 DEGREES 32 47 WEST, A DISTANCE OF 43.98 FEET TO THE TRUE POINT OF BEGINNING. SW ¼ OF SE ¼ OF SEC 36 TWP 34 RGE

Skagit County Tax Parcel No. P128685

The Homeowner (Skagit Habitat for Humanity) 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 Derrick and Heather Baer as the lessee, Which Ground Lease is dated June 14th, 2014.

The provisions of the Lease include the following.

- The lease commences on June 14th, 2014 and terminates on October 31, 2014. 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 that Derrick & Heather Baer 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:

Teresa Pugh 01/2/14
Habitat for Humanity

Derrick Baer

Heather Baer
Heather Baer

TRUST:

Dave Malsed
Dave Malsed, Executive Director

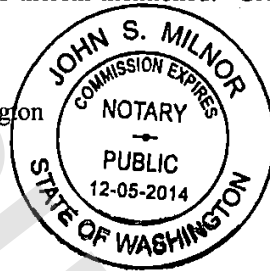
Lessee's Notary Acknowledgment

STATE OF WASHINGTON)
) ss.

COUNTY OF SKAGIT)

On this day personally appeared before me Teresa Pugh ED-SHFH, 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 12th day of June, 2014.

John S. Milnor
(print name) John S. Milnor
Notary Public in and for the State of Washington
My Appointment Expires 12/5/2014



Sub-Lessee'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 _____

Sub-Lessee'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__.

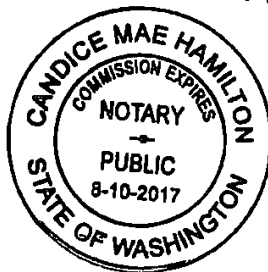
(print name) _____
Notary Public in and for the State of Washington
My Appointment Expires _____

Home Trust of Skagit's Notary Acknowledgment

STATE OF WASHINGTON)
) ss.

COUNTY OF SKAGIT)

On this day personally appeared before me Dave Malsed, 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 17th day of June, 2014.



Candice Mae Hamilton
(print name) CANDICE MAE HAMILTON
Notary Public in and for the State of Washington
My Appointment Expires 08/10/2017