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Skagit County Auditor

After recording return document to:

Adaptive Law Firm PS
107 State Street
Sedro Woolley, WA 98284

DOCUMENT TITLE: Option Agreement for Sale and Purchase of Vacant Land

REFERENCE NUMBER OF RELATED DOCUMENT: N/A

GRANTOR(S): Cedar Hills Development, LLC, a Washington Limited Liability Company

ADDITIONAL GRANTORS ON PAGE N/A OF DOCUMENT.

GRANTEE(S): Scott Ely and Nicole Elliott, a married couple

ADDITIONAL GRANTEE ON PAGE OF DOCUMENT.

ABBREVIATED LEGAL DESCRIPTION: Ptn. of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of
Sec 28, Twp 34 N, Range 4 East, W.M.

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) OF DOCUMENT. N/A

ASSESSOR'S TAX/PARCEL NUMBER(S): P28036

Return to:

Adaptive Law Firm PS
107 State Street
Sedro-Woolley, WA 98284

OPTION AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND

This Option Agreement is made on this 30th day of September, 2019, by and between Cedar Hills Development, LLC, a Washington limited liability company (the "SELLER"), and Scott Ely and Nicole Elliott, a married couple, located at 2207 South Cedar Hills Drive, Mount Vernon, Washington 98274 (the "PURCHASER").

FOR AND IN CONSIDERATION of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. GRANT OF OPTION: The Seller does hereby grant unto the Purchaser the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, Seller's property situated in Skagit County, Washington, together with all improvements located thereon, described as follows:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

2. EXERCISE OF OPTION: This Option may be exercised by the Purchaser at any time prior to midnight on September 30, 2021, by notice in writing to the Seller addressed to the following address: 1118 9th Street, Mount Vernon, Washington 98274. All notices will be deemed delivered to Seller upon deposit in the U.S. Mail Certified, Return Receipt Requested, addressed to the above address.

3. DEFAULT BY PURCHASER: In the event of the failure of the Purchaser to exercise this Option, or in the event of any default by the Purchaser after the exercise of this Option, all money paid by the Purchaser to the Seller upon the execution of this Agreement, or upon any extension, shall be retained by the Seller as consideration for the granting of this Option to the Purchaser, and all rights of the Purchaser under this Agreement shall terminate.

4. REVOCABLE LICENSE: During the term of this Option or any extension thereof, Seller grants to Purchaser a revocable exclusive license to landscape and use the subject property. This license will automatically terminate with the expiration of the initial option period or any extension thereof. Seller may revoke this license *prior* to the expiration of the Option if Purchaser fails to keep the subject property in good condition and free from noxious weeds and chemicals.

Purchaser agrees to indemnify and hold harmless and defend Seller, its heirs, successors and assigns from and against any and all liability claims, demands, actions or suits arising or resulting from Purchaser's use of or work on the subject property, or Purchaser's failure to comply with any applicable permits, licenses, laws or regulations.

5. PURCHASE PRICE: The purchase price for the property shall be Five Thousand and No/100 Dollars (\$5,000.00). The purchase price, after application of the option money, shall be paid by Purchaser to Seller in cash.

6. OPTION MONEY: Upon execution of this Option, Purchaser has paid unto Seller the sum of Five Hundred Dollars (\$500.00) as "Option Money". In the event that Purchaser exercises this Option within the initial option period or any extension thereof and is not in default in any other terms of this Agreement, said Option Money shall apply toward the purchase price at closing.

7. EXTENSION: Purchaser shall be entitled to extend the time within which this Option may be exercised to midnight on September 30, 2023, by paying unto Seller in cash an additional sum of \$500.00 prior to the expiration of the initial option period and by giving notice in writing to Seller of Purchaser's election to extend the option. Said sum shall apply toward the purchase price.

8. EXPENSES OF SALE: In the event that Purchaser exercises this Option, Buyer shall pay all expenses associated with the purchase and any related boundary line adjustment, with the exception of real estate excise tax (which Seller shall pay).

9. POSSESSION: Purchaser shall be entitled to possession of the property at closing.

10. RIGHT OF ENTRY: During the term of this Option or any extension hereof, Purchaser shall be entitled to enter upon the property for the purpose of conducting soil tests, engineering studies, surveys and any other desired inspections of the property.

11. TAXES: Taxes shall be prorated as of the date of closing.

12. DEFAULT: This contract shall be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties hereto and upon default in any of the terms of this Agreement the defaulting party agrees to pay all costs of Court and reasonable attorney's fee.

13. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

14. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Purchaser and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this

contract may be terminated by Purchaser and the earnest money will be refunded to Purchaser. All representations contained in this contract will survive closing.

15. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

16. ASSIGNMENT: This agreement may not be assigned by Purchaser without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.

17. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied on any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges they have read and understand this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural as the context may require.

18. NO BROKER: The parties represent that neither party has employed the services of a real estate broker in connection with the property, or that if such brokers have been employed, that the party employing said broker shall pay any and all related expenses.

19. EMINENT DOMAIN: If the property is condemned by eminent domain after the effective date hereof, the Seller and Purchaser shall agree to continue the closing, or a portion thereof, or cancel this Option. If the parties cannot agree, this contract shall be cancelled and the earnest money returned to Purchaser.

20. RECORDING: This Option shall be recorded in the official records of Skagit County, Washington.

21. GOVERNING LAW: This contract shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Option, in counterparts, on the date first set forth above.



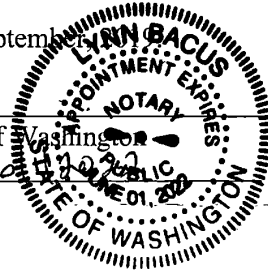
Cedar Hills Development, LLC
By: Gregg Davidson, Managing Member

STATE OF WASHINGTON)
) :ss
 COUNTY OF SKAGIT)

On this day personally appeared before me, **Gregg Davidson**, known to me to be the individual described in and who executed the foregoing instrument and acknowledged his authority to sign on behalf of Cedar Hills Development, LLC, and that he signs this instrument as the free and voluntary act of said entity, for the uses and purposes mentioned herein.

Dated this 16th day of September,

Lynn Bacus
 Notary Public for the State of Washington
 My commission expires: 6-1-2022



Scott Ely
Nicole Elliott

Nicole Elliott

STATE OF WASHINGTON)
) :ss
 COUNTY OF SKAGIT)

On this day personally appeared before me, Scott Ely, known to me to be the individual described in and who executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act, for the uses and purposes mentioned herein.

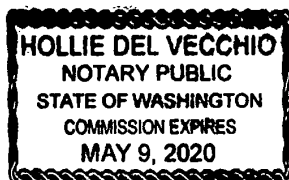
Dated this 21st day of September, 2019.

Lynn Bacus
 Notary Public for the State of Washington
 My commission expires: 6-1-2022



STATE OF WASHINGTON)
) :ss
 COUNTY OF SKAGIT)

On this day personally appeared before me, Nicole Elliott, known to me to be the individual described in and who executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act, for the uses and purposes mentioned herein.



Dated this 18th day of October, 2019.

Hollie Del Vecchio
 Notary Public for the State of Washington
 My commission expires: May 9, 2020

Exhibit "A"
Portion of Cedar Hills Development, LLC
(Skagit County Assessor's Parcel No. P-28036)
Option Agreement for
Sale and Purchase of Vacant Land

That portion of the West 1/2 of the Southwest 1/4 of Section 28, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at the Northwesterly most corner of Lot 15, Plat of Cedar Hills No. 1, as per plat recorded in Volume 9 of Plats, pages 36 and 37, under Skagit County Auditor's File Number 668231, records of Skagit County, Washington;
thence South 53°07'00" West on a projection of the Northerly line of said Lot 15, for a distance of 40.00 feet;
thence South 36°53'00" East parallel with the Southwesterly line of said Lot 15, for a distance of 119.91 feet;
thence North 53°07'00" East for a distance of 40.00 feet, more or less, to the Southwesterly corner of said Lot 15 at a point bearing South 36°53'00" East from the POINT OF BEGINNING;
thence North 36°53'00" West along the Southwesterly line of said Lot 15, for a distance of 119.91 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record

Situate in the County of Skagit, State of Washington

Containing 4,796 sq ft

An approved boundary line adjustment will be required in the future if option on the above described parcel is finalized.

