

After recording return to:
Greg and Heather Spore
2224 H Street
Bellingham, WA 98225

MEMORANDUM OF COMMERCIAL & INVESTMENT
REAL ESTATE PURCHASE & SALE AGREEMENT

EFFECTIVE DATE: May 13, 2025
SELLER: Edison Investments LLC
BUYER: Greg and Heather Spore and/or assigns
ABB. LEGAL: Por. Lots 13-17 Blk. 1 and 5-9 in Blk. 3 Edison and Por.
GL3 in Sec. 33, Twp. 36 N., R. 3 E. W.M.
TAX PARCEL NUMBERS: P48533, P4534, P72950, P72960

THIS MEMORANDUM OF COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT (this “Memorandum”) is made and entered into by and between Edison Investments LLC, a Washington limited liability company (“Seller”), and Greg and Heather Spore, individuals (collectively, “Buyer”).

WHEREAS, pursuant to that certain Commercial & Investment Real Estate Purchase & Sale Agreement dated as of the Effective Date of this Memorandum (the “Purchase Agreement”), by and between Seller and Buyer, Seller has agreed to sell to Buyer that certain real property known as 5712 Gilkey Ave., Bow, Washington 98232, as more particularly described on Exhibit A attached hereto (the “Property”).

WHEREAS, Seller and Buyer desire to record this Memorandum to put the public on notice of their respective rights and obligations under the Purchase Agreement and with respect to the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement, Seller and Buyer declare the following:

1. Seller has agreed to sell the Property to Buyer pursuant to the terms and conditions of the Purchase Agreement.

2. Seller has agreed, among other things, not to do any of the following without the prior written consent of Buyer (in Buyer’s sole discretion) prior to closing of the sale of the Property (or earlier termination of the Purchase Agreement):

a) (i) sell, transfer, lease, license, exchange, grant an option to purchase, or otherwise dispose of the Property or the ownership interests of Seller, or any part of or right to or interest in the Property or any ownership interests of Seller, (ii) market the Property or offer to sell, transfer, lease, license, exchange, grant an option to purchase, or otherwise offer to dispose of the Property or the ownership interests of Seller, or enter an agreement to dispose of the Property or the ownership interests of Seller, or any part of or right or interest in the Property or the ownership interests of Seller; or (iii) enter into any new easements or other agreements of any kind affecting or encumbering the Property that cannot be terminated by Seller prior to Closing;

b) grant a security interest in the Property or the ownership interests of Seller to any lender or other third party.

c) otherwise encumber the Property with any liens or other restrictions that cannot be removed or terminated at or before closing of the sale of the Property.

3. This Memorandum is not intended to alter or supersede the Purchase Agreement, and in the event of any conflict between the provisions of this Memorandum and those of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Upon termination of the Purchase Agreement for any reason prior to Closing, Seller and Buyer shall execute and record a termination of the Purchase Agreement in form reasonably acceptable to both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, both Seller and Buyer have executed this Memorandum as of the Effective Date.

SELLER:

Edison Investments LLC,
a Washington limited liability company

By: 

Name: Greg Spore

Title: Owner / Officer

BUYER:

Greg Spore

Heather Spore

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, both Seller and Buyer have executed this Memorandum as of the Effective Date.

SELLER:

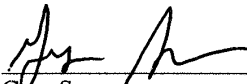
Edison Investments LLC,
a Washington limited liability company

By: _____

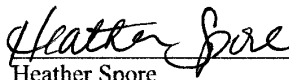
Name: _____

Title: _____

BUYER:



Greg Spore



Heather Spore

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

SELLER'S ACKNOWLEDGMENT

STATE OF WASHINGTON)

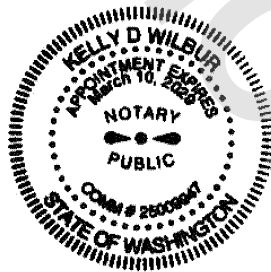
) ss.

COUNTY OF)

I certify that I know or have satisfactory evidence that CHAS BORDO 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 as the OWNER / OFFICER of Edison Investments LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: this 19 day of MAY, 2025.

(Seal or stamp)



Kelly D Wilbur
 Notary Name Kelly D Wilbur
 Notary Public
 My appointment expires: 3/10/2029

BUYER'S ACKNOWLEDGMENT

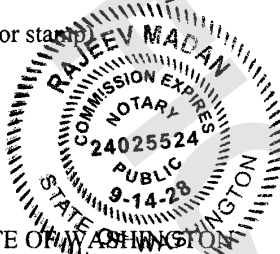
STATE OF WASHINGTON)

COUNTY OF WHATCOM) ss.

I certify that I know or have satisfactory evidence that Greg Spore 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 to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: this 13th day of MAY, 2025.

(Seal or stamp)



Notary Name
Notary Public

My appointment expires:

Rajeev Madan

RAJEEV MADAN

09/14/2028

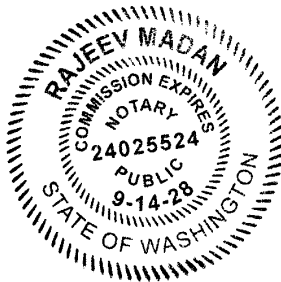
STATE OF WASHINGTON)

COUNTY OF WHATCOM) ss.

I certify that I know or have satisfactory evidence that Heather Spore 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 to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: this 13th day of MAY, 2025.

(Seal or stamp)



Notary Name
Notary Public

My appointment expires:

Rajeev Madan

RAJEEV MADAN

09/14/2028

Exhibit A
Legal Description of the Property

PARCEL A:

THE WEST HALF OF THE FOLLOWING DESCRIBED TRACT:
THAT PORTION OF GOVERNMENT LOT 3 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 3
EAST OF THE WILLAMETTE MERIDIAN, BOUNDED ON THE NORTH, EAST AND WEST BY
THE SAMISH SLOUGH AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE TOWN
PLAT OF EDISON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF
PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THE RIGHTS-OF-WAY, IF ANY, OF SKAGIT COUNTY DIKING DISTRICT NO. 19 AND
SKAGIT COUNTY DRAINAGE DISTRICT NO. 16.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL B:

LOTS 13 THROUGH 17, BLOCK 1, EXCEPT THE SOUTH 12 FEET (AS MEASURED
PERPENDICULAR TO THE SOUTH LINE) OF SAID LOT 13 AND LOTS 5 THROUGH 9, BLOCK
3, EXCEPT THE SOUTH 12 FEET (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF
SAID LOT 5, ALL IN THE TOWN PLAT OF EDISON (HALLER'S ADDITION), ACCORDING TO
THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 7, RECORDS OF SKAGIT
COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED GILKEY AVENUE WHICH WOULD ATTACH
BY OPERATION OF LAW.

EXCEPT THE RIGHTS-OF-WAY, IF ANY, OF SKAGIT COUNTY DIKING DISTRICT NO. 19 AND
SKAGIT COUNTY DRAINAGE DISTRICT NO. 16.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL C:

THE EAST HALF OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF GOVERNMENT LOT 3 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 3
EAST OF THE WILLAMETTE MERIDIAN, BOUNDED ON THE NORTH, EAST, AND WEST BY
THE SAMISH SLOUGH AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE TOWN
PLAT OF EDISON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF
PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THE RIGHTS-OF-WAY, IF ANY, OF SKAGIT COUNTY DIKING DISTRICT NO. 19 AND
SKAGIT COUNTY DRAINAGE DISTRICT NO. 16.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL D:

THAT PORTION OF THE WEST 1/2 OF VACATED GILKEY AVENUE IN THE TOWN PLAT OF EDISON (HALLER'S ADDITION), AS PER THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, ADJACENT TO LOT 11, BLOCK 1 OF SAID PLAT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 11 OF SAID PLAT: THENCE NORTH 89 DEGREES 13' 30" EAST ALONG THE EXTENSION OF THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 9.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 58' 57" EAST A DISTANCE OF 33.02 FEET TO THE EXTENSION OF THE NORTH LINE OF SAID LOT 11; THENCE NORTH 89 DEGREES 13' 30" EAST ALONG SAID LINE A DISTANCE OF 11.14 FEET; THENCE SOUTH 00 DEGREES 46'30" EAST A DISTANCE OF 33.00 FEET TO THE EXTENSION OF THE SOUTH LINE OF SAID LOT 11; THENCE SOUTH 89 DEGREES 13' 30" WEST A DISTANCE OF 12.15 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL E:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE WEST 15.00 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF THE EAST HALF OF VACATED GILKEY AVENUE ADJACENT TO LOTS, 3, 4 AND THE SOUTH 12 FEET OF LOT 5, BLOCK 3, TOWN PLAT OF EDISON (HALLER'S ADDITION), AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, AS RETAINED IN DEED RECORDED AS AUDITOR'S FILE NO. 201601250094.

PARCEL F:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE EAST 10 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST HALF OF VACATED GILKEY AVENUE ADJACENT TO LOT 12 AND THE SOUTH 12 FEET OF LOT 13, BLOCK 1, TOWN PLAT OF EDISON (HALLER'S ADDITION), AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, AS RETAINED IN DEED RECORDED AS AUDITOR'S FILE NO. 201601250093.