

## OPTION

THIS OPTION is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the PORT OF OLYMPIA, a Washington municipal corporation (the "Port") and \_\_\_\_\_ ("Optionee").

IT IS HEREBY AGREED AS FOLLOWS:

1. **Option to Lease.** In consideration of Optionee paying the sum of \_\_\_\_\_ (\$\_\_\_\_\_), the Port does hereby grant to Optionee the exclusive Option to lease the following described real property (the "Property"):

The following described real estate situated in Thurston County, State of Washington:

Approximately \_\_\_\_\_ acres located at \_\_\_\_\_ as outlined on Exhibit "A " attached to this Option.

SUBJECT TO: Reservations made by City of Tumwater for maintenance of sewer, water, pipe, and other utilities and other encumbrances of record.

2. **Term of Option.** Optionee shall have the exclusive Option to lease the Property for the period commencing \_\_\_\_\_, 20\_\_\_\_ and ending at 12:00 noon on \_\_\_\_\_, 20\_\_\_\_. This Option shall expire at 12:00 noon on \_\_\_\_\_, if Optionee has not given the Port written notice of exercise (as provided below) on or before such time and date.

3. **Notice of Exercise.** This Option may be exercised only by written notice signed by Optionee and delivered in person to the Property Director for the Port, or sent to such individual by certified mail, return receipt requested, and received prior to the expiration date.

4. **Lease to be Signed.** The terms and conditions for leasing the Property which shall be applicable upon exercise of the Option are set forth in the form of lease attached hereto as Exhibit A and by this reference incorporated herein (the "Lease"). The commencement date of the Lease term shall be the date specified in Optionee's notice of exercise; provided, however, that such date shall not be later than the expiration date of this Option. Optionee shall execute such Lease within five (5) days after exercise of the Option or the Port's presentation of the Lease for execution, whichever is later, or exercise of the Option shall be deemed revoked.

5. **Representations, Warranties & Covenants.** The Port represents and warrants to Optionee that it has good and marketable, fee title to the Property, and it has full power and authority to enter into this Option and, if the Option is exercised, the Lease. The Port and Optionee each covenant that it will indemnify and hold the other harmless from any and all claims (including attorneys' fees) from real estate agents and brokers alleged to have been hired by the indemnifying person or other fees commissions, costs, expenses and obligations arising from or out of this Option or the Lease alleged to have been incurred by the indemnifying person. Except as expressly provided herein or in the Lease, the Port makes no warranties and expressly disclaims all warranties relating to the condition of the Property or its suitability for Optionee's intended use.

6. **Permits.** Optionee shall file for and process all permits required for Optionee's intended use which permits shall be consistent with all requirements of the Port and the pertinent rules and regulations for development of the Property.

7. **Access to Property.** The Port shall grant the Optionee the right to enter the Property for such studies and tests required for Optionee's purposes, provided however, Optionee shall restore the Property to its original condition as it existed at the commencement of this Option. The Property shall be maintained free and clear of any liens or encumbrances arising out of the activities of Optionee or its employees or those of its representatives or agents retained in connection herewith.

8. **Failure to Exercise Option.** If Optionee does not exercise this Option as provided in this Agreement, all sums paid by Optionee are non-refundable and shall be retained by the Port, free of all claims of Optionee, and neither party shall have any further rights or claims against the other.

9. **Exercise of Option.** if this Option is exercised as herein provided, the Port and Optionee will respectively perform the obligations set forth in the attached Lease.

10. **Recording Option.** Optionee shall not record this Option without first obtaining the written permission of the Port. If Optionee records this Option in violation of this clause, all the rights, powers and privileges of Optionee shall terminate automatically, and all monies paid by Optionee shall be considered forfeited.

11. **Assignment of Option.** Optionee may not assign or transfer this Option or any of its rights hereunder. If Optionee attempts such transfer or assignment, all rights of Optionee herein are forfeited automatically.

12. **Time.** Time is of the essence of this Option and every provision contained herein.

13. **Entire Agreement.** This Option and the attached exhibits contain the entire agreement between the parties regarding the subject matter hereof, and supersede all prior or contemporaneous oral or written agreements or understandings. No amendments, variations, modifications or changes to this Option shall be binding upon either party unless set forth in a document duly executed by or on behalf of such party.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington.

**PORT OF OLYMPIA**

**OPTIONEE**

\_\_\_\_\_  
BY: E.B. Galligan

\_\_\_\_\_  
BY: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me **E. B. Galligan**, to me known to be the Executive Director at the Port of Olympia, the municipal corporation named in the within and foregoing Lease Option, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_, the individuals named in the within and foregoing Lease Option and acknowledged to me that they signed the same on its behalf, as they are so authorized to do, as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

