



200707130197

Skagit County Auditor

WHEN RECORDED RETURN TO:

7/13/2007 Page

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6 4:00PM

LAND TITLE OF SKAGIT COUNTY

Misc. 16914

DOCUMENT TITLE(S):

Option to Purchase Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTORS:

Grace Rydberg, a single woman

GRANTEES:

Joey Goss  
Holly Goss

husband + wife

ABBREVIATED LEGAL DESCRIPTION:

Lots 6-9 Blk 7 First Add to Anacortes

TAX PARCEL NUMBER(S):

P57209

## OPTION TO PURCHASE AGREEMENT

**GRANTOR:** GRACE RYDBERG, a single woman

**GRANTEES:** JOEY and HOLLY GOSS, husband and wife

### LEGAL DESCRIPTION:

Lots 6, 7, 8 and 9, Block 7, of the First Addition to the City of Anacortes as per Plats recorded in the records of Skagit County, Washington

**TAX PARCEL NO.:** P57209

THE GRANTOR, GRACE RYDBERG, a single woman, by and through her Attorney-in-Fact KAREN BAIN, hereinafter referred to as RYDBERG, hereby grants unto JOEY GOSS and HOLLY GOSS, husband and wife, as GRANTEEES, and hereinafter collectively referred to as GOSS, an option to purchase the above-described real property located at 915 23<sup>rd</sup> Street, Anacortes, Skagit County, Washington. The parties hereto agree that a more complete legal description may be supplied prior to the date of closing if GOSS exercises the option referred to below.

This option agreement shall be upon the following terms and conditions:

1. **Consideration for Option.** Coincident herewith, GOSS has paid to RYDBERG the sum of Twenty-Five Thousand Dollars (\$25,000.00) and said payment, together with any payments for extensions as referred to below, shall be non-refundable unless RYDBERG is unable to deliver marketable title to the subject property.

2. **Option Price.** The option price shall be Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) in U.S. currency with credit for the \$25,000.00 referred to above to be given to GOSS at the time of closing. In addition, GOSS shall pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) per month, in advance, payable upon the first day of every month commencing on August 1, 2007 and payable on the first of each month thereafter until closing of the sale if the option is exercised. In the event closing occurs other than on the first of the month, these additional option payments shall be prorated at the rate of Thirty Dollars (\$30.00) per day. Said monthly payments shall not be credited towards the purchase price. In the event the purchaser fails to exercise the option, all payments made pursuant to this paragraph shall be forfeited by GOSS. If GOSS exercises the option to purchase, the balance of the purchase price, after giving credit for the \$25,000.00 initial option payment, shall be paid in cash at the time of closing and title shall be conveyed by statutory warranty deed.

3. **As Is/Maintenance of the Property.** If GOSS exercises this option, GOSS acknowledges that they are purchasing the property in an "as is" condition and that RYDBERG has made no warranties as to GOSS' ability to use the subject property for their intended



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purposes. The foregoing notwithstanding, RYDBERG agrees to maintain the property in its present condition, reasonable wear and tear excepted throughout the option term and shall keep the improvements on the subject property insured.

4. **Term of Option.** GOSS may exercise this option at any time prior to January 13, 2008, at which time the option period will expire. If GOSS has not exercised this option on or before said date, this option to purchase shall expire and GOSS shall have no further rights with regard to the subject property.

5. **Exercise of Option.** The option may be exercised at any time during the option term by mailing (by certified mail) and/or delivering to attorney James E. Anderson a written notice of purchaser's intent to exercise the option. In the event GOSS does not exercise its privilege of purchase or does not timely make the monthly payments referred to above, the privilege to purchase shall wholly cease and terminate and this agreement shall be deemed to be null and void.

6. **Closing.** The closing of this sale shall be within 15 days from the date of receipt by RYDBERG of GOSS' election to purchase unless the parties otherwise mutually agree in writing. The sale shall be closed by a closing agent selected by RYDBERG. In the event GOSS fails to close the transaction through no fault of RYDBERG by the date of closing, this agreement shall be null and void and GOSS shall be responsible for any and all costs incurred related to the closing of the transaction including title insurance cancellation fees, and escrow fees.

7. **Closing Costs.** RYDBERG shall pay the following closing costs: Real Estate Excise Tax, one-half of the closing fee, grantor's prorata share of the real estate taxes and utilities, and the cost of a standard form title insurance policy. GOSS shall pay one-half of the escrow fees, the recording fee of the deed, and their prorata share of the real estate taxes and utilities, and any assessments.

8. **Real Estate Commission.** No real estate commission is being paid by either party with regard to this transaction.

9. **Miscellaneous.**

a. This agreement shall be assignable provided that the grantor is provided with a written copy of said assignment.

b. This agreement shall be binding upon the parties, their heirs, executors, administrators, successors, and assigns.

c. This agreement contains the final and entire agreement among the parties and the same shall not be changed or modified unless mutually agreed to in writing.

d. That in the event it is necessary for either of the parties hereto to obtain an attorney to enforce their rights under this agreement, the prevailing party shall be entitled to...



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reasonable attorney's fees and costs connected therewith. Any legal action necessary to enforce this agreement shall be in Skagit County, Washington.

e. All notices and communications given hereunder shall be in writing and delivered by personal service or sent by U.S. mail (certified mail, return receipt requested) and shall be deemed given on the day of mailing. Said notices shall be at the following addresses unless otherwise changed in writing:

RYDBERG  
c/o Attorney James E. Anderson  
1101 8<sup>th</sup> Street, Suite A  
Anacortes, WA 98221

GOSS  
c/o 5801 Kingsway  
Anacortes, WA 98221

SKAGIT COUNTY, WASHINGTON  
Real Estate Excise Tax

JUL 13 2007

Amount Paid \$  
Skagit County Treasurer:  
By: Deputy

f. GOSS acknowledges that attorney James E. Anderson has prepared this agreement on behalf of RYDBERG and that they have had the right to have an attorney of their own choosing review this agreement on their behalf.

g. In the event GOSS requires that this agreement be recorded, GOSS agrees to pay the recording fee. In the event that this agreement is recorded and GOSS fails to make the monthly payments as provided in paragraph 2 above, or fails to close by February 1, 2008, GOSS agrees to sign a quitclaim deed to RYDBERG releasing this option agreement and shall cause the same to be delivered to attorney James E. Anderson.

DATED:

July 11, 2007

GRACE RYDBERG

Karen Bain  
By KAREN BAIN, her Attorney-in-Fact

DATED:

7-11-07

Joey Goss  
JOEY GOSS

DATED:

7-11-07

Holly Goss  
HOLLY GOSS



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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that KAREN BAIN signed this instrument, on oath stated that she was authorized to execute the instrument as Attorney in Fact for GRACE RYDBERG, acknowledged it as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living.

DATED: 7/11/07

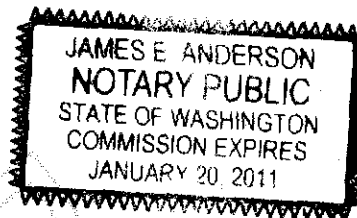
James E. Anderson

Notary Public in and for the State of  
Washington, residing at

ANACORTES

My appointment expires: 1/20/11

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )



I certify that I know or have satisfactory evidence that JOEY GOSS signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

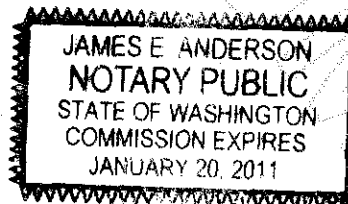
DATED: 7/11/07

James E. Anderson

Notary Public in and for the State of  
Washington, residing at

ANACORTES

My appointment expires: 1/20/11



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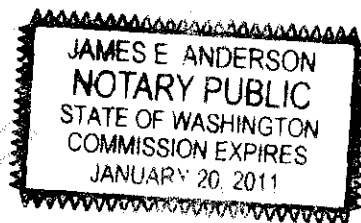
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that HOLLY GOSS signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 7/11/07

James E. Anderson  
Notary Public in and for the State of  
Washington, residing at  
ANACORTES

My appointment expires: 1/20/11



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