



201410310087

When recorded return to:
John R. Goss
Goss Losh Inc.
PO Box 505
Clearlake, WA 98235

Skagit County Auditor \$77.00
10/31/2014 Page 1 of 6 1:25PM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

1616 Cornwall Avenue, Suite 115
Bellingham, WA 98225

Escrow No.: 245369381

CHICAGO TITLE
620022619

DOCUMENT TITLE(S)

Option to Buy Real Estate

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: _____

Additional reference numbers on page _____ of document

GRANTOR(S)

Goss Losh Inc., a Washington corporation

Additional names on page _____ of document

GRANTEE(S)

Elizabeth Wallace

Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

Lt5 BK1 First Add to Mtn View.

Complete legal description is on page 6 of document

TAX PARCEL NUMBER(S)

P23327 & P74932

Additional Tax Accounts are on page _____ of document

OPTION TO BUY REAL ESTATE

Dated: 10/24/2014 1

1. Parties. This Option is between Elizabeth Wallace ("Buyer") 2
Buyer
and Goss Losh Inc. (J.R. Goss, president) ("Seller"). 3
Seller

2. Option or Lease Option. This Option is: 4
 Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated 10/24/2014 5
Default on that Lease constitutes default on this Option. 6
 Unrelated to any lease between the parties. 7

3. Purchase Price. The Purchase Price of the Property shall be One Hundred Fifty Five Thousand 8
Dollars (\$ 155,000.00), which shall be paid in cash at closing unless 9
otherwise specified in this Option. The following shall be applied to the: Down Payment Purchase Price: 10
 All rent paid under the above Lease. 11
 The dollar amount filled in at Paragraph 5, below. 12
 Other: \$400 per \$900 monthly received 13

4. Legal Description. The legal description of the Property is: In the above Lease; Attached as Exhibit A. 14

5. Option/Time Limit. In consideration of: The rent and terms of the above Lease, and/or 15
 \$ 10,000.00 paid by Buyer to Seller. Seller grants to Buyer, and Buyer's successors and assigns, the right 16
to buy the Property on or before Nov. 1st 2016, (the "expiration date") without grace or extension of said date. 17
In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's life (whichever 18
occurs later) plus twenty-one years. 19

6. Notice-Exercise of Option. Buyer may exercise this Option only by written notice personally delivered or sent by 20
certified mail, return receipt requested, to Seller at PO Box 505, Clearlake WA 98235 21
at least 30 days in advance of the expiration date of this option. 22

7. Closing. At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow 23
with _____, the Closing Agent, all monies and documents necessary to close this 24
transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and money, Seller shall 25
deposit into escrow with said Closing Agent all documents and money required of the Seller to close this sale. 26

8. Time is of the Essence. Time is of the essence in this Option. In the event that: (a) Buyer shall fail to give notice 27
of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the expiration 28
date through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and money into escrow on 29
or before the time required in paragraph 7, above, then this Option and Buyer's privilege to buy the Property shall 30
terminate and Seller shall retain the option payment set forth in paragraph 5, above. 31

9. Purchase and Sale Agreement. Buyer and Seller have completed and attached hereto a Purchase and Sale 32
Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction according to the 33
terms and conditions set forth in the attached Purchase and Sale Agreement and, unless otherwise provided 34
therein, all time periods stated therein shall run from the date Buyer gives Seller notice exercising this Option (e.g., 35
time periods for obtaining financing, inspections, and title review). In the event of conflict between this Option and 36
the attached Purchase and Sale Agreement, this Option shall control. 37

10. Commission. In the event that this Option shall be exercised, and the sale closed, Seller agrees to pay, at closing 38
of this sale, a commission of \$ _____ or 6 % of the Purchase Price to 39
Rainshine Realty, a licensed real estate firm. Seller and Buyer consent to Listing Firm and/or 40
Selling Firm receiving compensation from more than one party. one half commission \$650. paid upon 41
recording.

11. Agency Disclosure. At the signing of this Option, the Selling Broker represents Seller Buyer both parties 42
 neither party. The Listing Broker represents Seller both parties neither party. Selling Firm, Selling Firm's 43
Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) 44
represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing 45
Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the 46
Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, 47
then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing 48
Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person 49
representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated 50
Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties 51
acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 52

EW 10/28/14 _____
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date



OPTION TO BUY REAL ESTATE

Dated: 10/24/2014 1

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and Goss Losh Inc. ("Seller"). 3
Seller Seller

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Rainshine Realty, a licensed real estate firm. Seller and Buyer consent to Listing Firm and/or 40
Selling Firm receiving compensation from more than one party. one Half Commission, \$4650. paid upon recording. 41

11. **Agency Disclosure.** At the signing of this Option, the Selling Broker represents Seller Buyer both parties 42
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Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) 44
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Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person 49
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

JRG 10/28/14



OPTION TO BUY REAL ESTATE
(Continued)

12. **Title Insurance.** Within _____ days (10 days if not filled in), following mutual acceptance of this Option, Seller shall obtain, at Seller's expense, and deliver to Buyer a preliminary commitment for a standard form owner's policy of title insurance showing marketable title. The preliminary commitment is to be ordered through _____ title company. If title cannot be made marketable within _____ days (60 days if not filled in) following Buyer's receipt of said preliminary commitment, all money paid to Seller by Buyer pursuant to this Option shall, unless Buyer elects to waive such defects or encumbrances, be immediately refunded to Buyer and this Option shall thereupon be terminated.
At closing of this transaction, Seller will, at Seller's expense, obtain a policy of title insurance, with homeowner's additional protection and inflation protection endorsements, if available, at no additional cost, showing marketable title.
The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before closing.

Buyer	<u>Elizabeth Ann Wallace</u>	Date	<u>10/28/14</u>	Seller		Date	
Buyer		Date		Seller	<u>Same</u>	Date	
Selling Firm	<u>Rainshine Realty</u>			Selling Firm	<u>Same</u>		
Selling Broker	<u>Glen Whitfield</u>			Listing Broker	<u>Same</u>		

STATE OF WASHINGTON)
COUNTY OF Snohomish)ss.

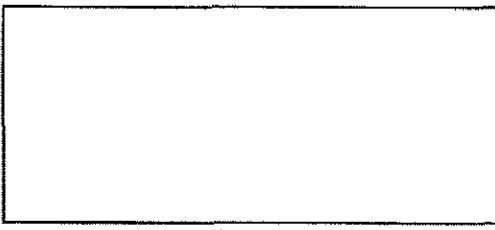
I certify that I know or have satisfactory evidence that Elizabeth Ann Wallace is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.



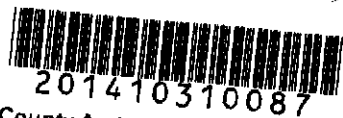
Dated: 10-28-14
Signature: [Signature]
Print Name: Karen Richmond
Notary Public in and for the State of Washington, Residing at: Snohomish
My Appointment Expires: 7-15-16

STATE OF WASHINGTON)
COUNTY OF _____)ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: _____
Signature: _____
Print Name: _____
Notary Public in and for the State of Washington, Residing at: _____
My Appointment Expires: _____



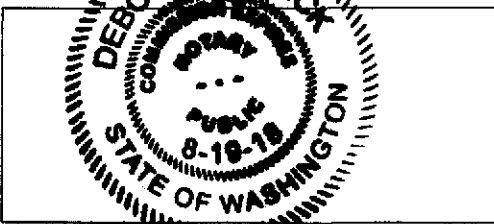
OPTION TO BUY REAL ESTATE
(Continued)

12. **Title Insurance.** Within _____ days (10 days if not filled in), following mutual acceptance of this Option, Seller shall obtain, at Seller's expense, and deliver to Buyer a preliminary commitment for a standard form owner's policy of title insurance showing marketable title. The preliminary commitment is to be ordered through Chicago title company. If title cannot be made marketable within _____ days (60 days if not filled in) following Buyer's receipt of said preliminary commitment, all money paid to Seller by Buyer pursuant to this Option shall, unless Buyer elects to waive such defects or encumbrances, be immediately refunded to Buyer and this Option shall thereupon be terminated. At closing of this transaction, Seller will, at Seller's expense, obtain a policy of title insurance, with homeowner's additional protection and inflation protection endorsements, if available, at no additional cost, showing marketable title. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before closing.

Buyer _____	Date _____	<u>John R. Goss</u>	<u>10/28/14</u>	Seller _____	Date _____
Buyer _____	Date _____	<u>Rainshine Realty</u>		Seller _____	Date _____
Selling Firm _____		<u>Glen Whitfield</u>		<u>Same</u>	
Selling Broker _____				Listing Firm _____	
				<u>Same</u>	
				Listing Broker _____	

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

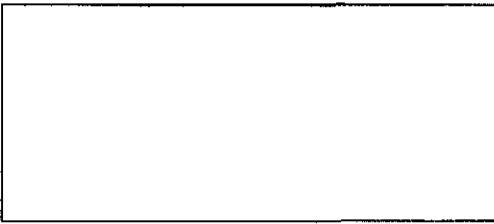
I certify that I know or have satisfactory evidence that John R Goss is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 10/28/2014
Signature: [Signature]
Print Name: DEBORAH K. FLICK
Notary Public in and for the State of Washington, Residing at: [Address]
My Appointment Expires: 8/19/18

STATE OF WASHINGTON)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: _____
Signature: _____
Print Name: _____
Notary Public in and for the State of Washington, Residing at: _____
My Appointment Expires: _____

(Use this space for notary stamp/seal.)





**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

EXHIBIT A*

[Legal Description]

Legal Description *Definitions*

TAX 15A: THAT PORTION OF THE SOUTH HALF OF GOVERNMENT LOT 7, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTH HALF OF GOVERNMENT LOT 7, WITH THE EAST LINE OF THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY; THENCE EAST 62 FEET; THENCE SOUTH 6 DEGREES EAST, 190 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE EAST MARGINAL LINE OF THE COUNTY HIGHWAY THROUGH THE TOWN OF CLEAR LAKE; THENCE EAST 230 FEET; THENCE SOUTH 48 FEET; THENCE WEST 230 FEET, MORE OR LESS, TO THE EAST MARGINAL LINE OF SAID COUNTY HIGHWAY, THENCE NORTHERLY ALONG THE EAST LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING; EXCEPT THEREFROM A STRIP OF LAND APPROXIMATELY 27 FEET WIDE OFF THE EAST SIDE OF SAID PREMISES, SO THAT THE EAST LINE OF THE ABOVE DESCRIBED TRACT RUNNING NORTH AND SOUTH WILL BE PARALLEL WITH THE CENTER OF THE ALLEY NOW ENDING ON THE NORTH LINE OF THE ABOVE DESCRIBED TRACT.

Land Use (580) RETAIL TRADE, EATING & DRINKING
Neighborhood (6R13SW) SEDRO WOOLLEY TAVERN
Utilities SEP,WTR-P

WAC 458-53-030

2nd parcel @ 12667 Hwy 9, Mt Vernon WA.

↓
Details for Parcel: P74932

Jurisdiction: SKAGIT COUNTY
Zoning Designation: Skagit County - Rural Village Residential

Legal Description *Definitions*

Lot 5, Block 1, "FIRST ADDITION TO THE PLAT OF MOUNTAIN VIEW", as per plat recorded in Volume 9 of Plats, Page 12, records of Skagit County, Washington.

* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS: BUYER EAW DATE: 10/24/14 SELLER JRG DATE: 10/24/14
BUYER _____ DATE: _____ SELLER _____



201410310087