

When recorded return to:

dohn R. Goss Goss Losh Inc. PO Box 505

Clearlake, WA 98235

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



1616 Cornwall Avenue, Suite 115 Bellingham, WA 98225

Escrow No.: 245369381

DOCUMENT TITLE(S)

Option to Buy Real Estate

CHICAGO TITLE 620022619

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:
Additional reference numbers on page of document
GRANTOR(S) Cons. Look Inc. of Meshington corporation
Goss Losh Inc., a Washington corporation
☐ Additional names on pageof document
GRANTEE(S)
Elizabeth Wallace
☐ Additional names on page of document
ABBREVIATED LEGAL DESCRIPTION
L+5 BKI First Add to M+n View
Complete legal description is on page6 of document
TAX PARCEL NUMBER(S) P23327 & P74932
Additional Tax Accounts are on page of document

Opti Re:

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n/75 on to Buy Real Estate 7/16	OPTION TO BUY	Northwest Mu	byngnt 2010 litiple Listing Servi ITS RESERVED	ce
e 1 of 2		Dated: 10/24/2014		
Parties. This Option is bet	ween Elizabeth Wallace		("Buyer")	:
	Suyer	Buyer		
and	Goss Losh Inc.	(J.R. Goss, president)	("Seller").	4
	A-11	Colleg		

Option or Lease Option. This Option is: Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated Default on that Lease constitutes default on this Option. Unrelated to any lease between the parties. Purchase Price: The Purchase Price of the Property shall be One Hundred Fifty Five Thousand Dollars (\$ 155,000.00), which shall be paid in cash at closing unless 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:
Other:

Legal Description. The legal description of the Property is:
I in the above Lease;
Attached as Exhibit A. 12 13 14 Option/Time Limit. In consideration of:

The rent and terms of the above Lease, and/or 15 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 New In 2015, (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. 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 Closing. At least 10 days before the expiration date of this option, the Buyer shall deposit into escrow 23 , 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.
- 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.
- 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.
- 10. Commission. In the event that this Option shall be exercised, and the sale closed, Seller agrees to pay, at closing 38 6 % of the Purchase Price to 39 sale, a commission of \$ 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.

 11. Agency Disclosure. At the signing of this Option, the Selling Broker represents

 Seller

 Buyer

 Both parties 42 Rainshine Realty
- 🗖 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 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."

Ecu 10/28/14 Buyer's Initials Buyer's Initials Seller's Initials Date Seller's Initials



Date

Buyer's Initials

Buyer's Initials

Date

Date

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Pag	e 1 er 2	OPTION TO BUY	Dated: 10/24/3	יהוט	
4			Dated: 10/01/	017	·
1.	Parties. This Option is between				("Buyer") :
		Buyer	Buyer		
	and	Goss Losh Inc.	(J.K. Goss, pr	esident)	_ ("Seller").
2	Option or Lease Option This		Jeller		į.
2.	Option or rease option.	s Option is.	0.0.7.1	1124/21	~!Ll .
	Part of a Lease between	the Buyer (as Lessee) and the	ne Seller (as Lessor) dated	10 10 100	24
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3.	Purchase Price. The Purchase		he One Hundred Fifty	Five Thousand	
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	otherwise specified in this Opt), which shall be pa		
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	ゴ The dollar amount filled in	n at Paragraph 5, below,		. 1	12
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5.	Option/Time Limit. In co	onsideration of: The	rent and terms of	he above Le	ase, and/or 15
		Buyer to Seller, Seller grants			
	to buy the Property on or beform any event, the expiration de	ate shall accur on the date of	expiration date) without gra prior to the expiration of Ru	.ce or extension ver or Selleds lif	orsaid date. Tr je (whichever 18
	occurs later) plus twenty-one		and to the exphanion or bu	jei oi odnero m	19
6.	Notice-Exercise of Option.	· \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ion only by written natice o	ersonally deliver	ed or sent by 20
•	certified mail, return receipt re				
		at least	30 days in advance of the	expiration date of	f this option 22
7.	Closing. At least 10 days		*	-	
1.	with				
	transaction on or before the ex	xpiration date. Within 5 days	of deposit of Buyer's docum	nents and mone	y. Seller shall 25
	deposit into escrow with said (
8.	Time is of the Essence. Time				
	of exercise of this Option with				
	date through no fault of Seller; or before the time required in				
	terminate and Seller shall reta			age to buy the t	31
9.	Purchase and Sale Agreem		, , , , , , , , , , , , , , , , , , , ,	nereto a Purcha	_
•	Agreement. If Buyer exercises	s this Option, Buyer and Se	eller shall proceed with the	transaction acc	ording to the 33
	terms and conditions set fort	th in the attached Purchase	and Sale Agreement and	i, unless otherw	rise provided 34
	therein, all time periods stated				
	time periods for obtaining final the attached Purchase and Sa			nict between thi	s Option and 36
10	Commission. In the event that			stor strace to n	
, 0.	of this sale, a commission	n of \$	or <u>6</u> %	of the Purcha	se Price to 39
	Rainshine Realty	, a licensed real estat	te firm. Seller and Buyer o	onsent to Listing	⊬Firm and/or 40
	Selling Firm receiving compen	sation from more than one p	earty. One Half Come	1/23 len, 4,65	paid non41
11.	Agency Disclosure. At the si	igning of this Option, the Sel	lling Broker represents 🗆 S	eller 🗅 Buyer 🗗	both parties 42
	☐ neither party. The Listing B				
	Designated Broker, Selling E				
	represent the same party that Broker's Branch Manager (if a				
	Listing Broker represents. If S				
	then both Buyer and Seller or	onfirm their consent to Desig	gnated Broker, Branch Mar	nager (if any), at	nd Managing 48
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	representing both parties, there				
	Broker, Branch Manager (if an acknowledge receipt of the par			co as uuai agen	is. All parties 51

Seller's Initials

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OPTION TO BUY REAL ESTATE (Continued)

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Water Street						
12.	Seller shall obtain, at Seller's expense, and del policy of title insurance showing marketable Chicago title com (60 days if not filled in) following Buyer's receip pursuant to this Option shall, unless Buyer refunded to Buyer and this Option shall thereup At closing of this transaction. Seller will, at Se additional protection and inflation protection entitle. The following shall not cause the title to be restrictions, presently of record and general to the value of or unduly interlering with Buyer's rights. Monetary encumbrances not assurated by the control of the co	iver to Buy e title. The pany. If tit of said p elects to on be term liler's expendorsement e unmarke to the area; s reasonat	ver a preliminary on the preliminary con- celle cannot be made reliminary commit waive such defe- ninated. Inse, obtain a poli- ts, if available, at etable: rights, re- easements and ole use of the Pr	commitment for a standard is to a standard is to a standard is to a standard is to a standard in the standard is to a standard in the standard is the standard in the standard is the standard in the standard	oe ordered through n	54 55 56 57 58 59 60 61 62 63 64
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Option to Buy Real Estate
Rev. 7/10

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OPTION TO BUY REAL ESTATE

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Page	2 of 2	01 1101	(Contin	ued)	ACE (GO)	TO THE SERVED
	Title Insurance Within Seller shall obtain, at Seller policy of title insurance single (60 days if not-filled in) follow pursuant to this Option ship refunded to duyer and this CA toolsing of this transaction additional protection and infittle. The following shall not car restrictions, presently of recitive value of or unduly interrights. Monetary encumbrant	s expense, and de howing marketab title con wing Buyer's receip all, unless Buyer option shall thereup. Seller will, at Selation protection en use the title to tord and general to fering with Buyer	eliver to Buy le title. The inpany. If tit pt of said predects to pon be term eller's exper indorsement be unmarke to the area; is reasonab	te preliminary committee cannot be made mitteeliminary commitment waive such defects of inated. Inse, obtain a policy of its, if available, at no a setable: rights, reservate easements and encrease of the Properties.	nitment for a stan itment is to be arketable within t, all money paid or encumbrance, f title insurance, dditional cost, sh ations, covenants pachments, not n ty, and reserved	dard form owner's ordered through 55 days 56 to Seller by Buyer 57 be immediately 58 with homeowner's owing marketable 61 conditions and 63 naterially affecting 64 oil and/or mining 65
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CBA Form PS_1A Purchase & Sale Agreement Rev. 1/2011 Page 13 of 13

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

EXHIBIT A*

(Legal Description)

egal Description Definitions
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DLOWS: COMMENCING AT THE BOOM! OF SITE DESCRIPTION 1, TOWNSHIP 34 NORTH RANGE 4 EAST WAS DESCRIPTION 1.
DILLOWS: COMMENCING A THE POINT OF GOVERNMENT LOT 7, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS NE OF THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY; THENCE EAST 62 FEET; THENCE SOUTH 6 DEGREES EAST, 190 FEET TO THE DWN OF CLEAR LAKE: THENCE EAST, 190 FEET TO THE
RUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE EAST MARGINAL LINE OF THE COUNTY HIGHWAY THENCE EAST TO THE SAID COUNTY HIGHWAY THENCE EAST THENCE SOUTH 48 FEET; THENCE WEST 230 FEET MORE OF THE COUNTY HIGHWAY THROUGH THE
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THE OF LAND APPROXIMATELY 27 FEET WIDE OF THE EAST LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING; EXCEPT THEREFROM A ACT RUNNING NORTH AND SOUTH WILL BE PARALLEL WITH THE CENTER OF THE ALLEY NOW FINDING ON THE MODIFIED ACTION OF THE ABOVE DESCRIBED SCRIBED TRACT.
ACT RUNNING NORTH AND SOUTH WILL BE PARALLEL WITH THE CENTER OF THE ALLEY NOW ENDING ON THE NORTH LINE OF THE ABOVE DESCRIBED SCRIBED TRACT.
FC LINTROP

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

WAC 458-53-030

2nd Procel	Q 12667	Harry	9, 111	Virgon	WA
V	Details for Parcel:	P74932			

SKAGIT COUNTY Zoning Designation: Skagli County - Rural Village Residential

Legal Description Definitions

Jurisdiction:

Lot 5, Block 1, "FIRST ADDITION TO THE PLAT OF MOUNTAIN VIEW", as per plat recorded in Volume 3 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 fegal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS: BUYER ECUC	10/24/14 DATE:	SELLER SQ 6	DATE: 10/04/14
BUYER	DATE:	SELLER	
			201410310087

Skagit County Auditor

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