



201609190001

Skagit County Auditor

\$152.00

9/19/2016 Page

1 of

7

8:48AM

WHEN RECORDED RETURN TO:

**W. Kipp Carroll
Carroll Consulting, LLC
4402 Marine Heights Way
Anacortes, WA 98221**

DOCUMENT TITLE(S):

Lease and Option to Purchase Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Carroll Consulting, LLC

GRANTEE:

Graham E. Anderson and Susan C. Anderson

ABBREVIATED LEGAL DESCRIPTION:

Unit 66, Pier B, Anchor Cove Marina Condo

TAX PARCEL NUMBER(S):

P79217/4331-000-066-0003

LEASE AND OPTION TO PURCHASE AGREEMENT

This Lease and Option to Purchase Agreement (the "Agreement") is made effective October 01, 2016 ("Effective Date"), by and between **Carroll Consulting, LLC** ("Seller"), and **Graham E. Anderson and Susan C. Anderson** ("Purchaser"). The parties agree as follows:

PREMISES. The moorage slip B-66, Anchor Cove Marina (the "Premises") located at 1600 5th Ave, Anacortes, Washington, 98221.

TERM. The term of this Lease and Option to Purchase Agreement will begin on **October 1, 2016** and will terminate on **September 30, 2017**. Purchaser shall have an exclusive Option to Purchase the Premises on or before the September 30, 2017 termination date of this agreement. If the Purchaser fails to exercise the Option to Purchase by such time and date, the Option will automatically terminate and the Seller will be entitled to retain the non-refundable consideration stated below.

POSSESSION. Purchaser shall be entitled to possession of the Premises on the first (1st) day of the term of this agreement, and shall yield possession to Seller on the last day of the term of this agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Purchaser shall remove its goods and effects and peaceably yield up the Premises to Seller in as good condition as when delivered to Purchaser, ordinary wear and tear excepted.

INITIAL PAYMENT. Purchaser shall pay to Seller an **initial payment of \$6,000**, at the time of execution of this Agreement. This payment is non-refundable to the Purchaser in any event, however the full \$6,000. shall be credited toward the purchase price of the Premises if the Purchaser exercises the Option to Purchase.

LEASE PAYMENTS. Purchaser shall pay to Seller monthly installments of **\$500.00 per month**, payable in advance on the first (1st) day of each month. Lease payments shall be made to Seller at 4402 Marine Heights Way, Anacortes, Washington 98221, which location may be changed, in writing by Seller, with a minimum of seven (7) days advanced notice to Purchaser.

MONTHLY DUES. Purchaser shall be responsible for timely payment of monthly dues assessed by the marina during the term of this agreement, currently \$187.20/month.

SPECIAL ASSESSMENTS. Purchaser shall be responsible for payment of all special assessments made by the marina, including those pertaining to reconstruction and replacement of the north breakwall of the marina.

PROPERTY INSURANCE. Purchaser shall maintain adequate insurance on his boat as required by the marina.

UTILITIES AND SERVICES. Purchaser shall be responsible for all electricity expenses incurred on the Premises during the term of this Agreement.

OPTION TO PURCHASE. Purchaser, upon satisfactory performance of this Lease, shall have the option to purchase the real property described herein for a **purchase price of \$89,000.00**, provided that the Purchaser timely executes the Option to Purchase and is not in default of the Lease portion of this Agreement. Thereafter, each of the parties shall promptly execute any and all further instructions or other documents including a Sale Agreement, which may be reasonably required for purchase of the real property. Seller shall credit towards the purchase price at closing the sum of \$250.00 from each monthly lease payment that the Purchaser timely made. If the Purchaser fails to exercise the Option to Purchase, no refund of any portion of the monthly lease payments is due to the Purchaser.

OPTION CONSIDERATION. Nonrefundable option consideration in the amount of \$6,000.00 paid by the Purchaser as consideration for this Lease and Option to Purchase Agreement, shall be credited to the purchase price at closing if the Purchaser timely exercises the Option to Purchase. If the Purchaser doesn't exercise the option to purchase, the Purchaser shall forfeit the nonrefundable option consideration.

TITLE. Seller agrees to deliver, and Purchaser agrees to accept, title to the Premises subject only to (a) a lien for taxes and assessments levied against the Premises, (b) any covenants, conditions, restrictions, easements, right, rights-of-way of record, and (c) such other exceptions as Seller and Purchaser approve in writing. Seller shall deliver to Purchaser a preliminary title report within thirty (30) days after Purchasers exercise of the Option to Purchase.

NOTICE REQUIRED TO EXERCISE OPTION. To exercise the Option to Purchase, the Purchaser must deliver to the Seller, a written notice of Purchaser's intent to purchase, not less than 60 days prior to the expiration of the term of this Agreement. In addition, the written notice must specify a valid closing date. The closing date must occur before the original expiration date of the Agreement.

EXCLUSIVITY OF OPTION. This Option to Purchase Agreement is exclusive and non-assignable and exists solely for the benefit of the named parties above. Should Purchaser attempt to assign, convey, delegate, or transfer this option to purchase without the Seller's express written permission, any such attempt shall be deemed null and void.

CLOSING AND SETTLEMENT. Purchaser agrees that any points, fees, and other charges required by a third-party lender, shall be the sole responsibility of Purchaser. The only expenses related to closing costs apportioned to Seller shall be the pro-rated share of the property taxes due at the time of closing and the usual and accustomed seller share of title and escrow fees.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 19 2016

Amount Paid \$
Skagit Co. Treasurer
By HB Deputy

REMEDIES UPON DEFAULT. If Purchaser defaults under this Lease and Option to Purchase Agreement, then in addition to any other remedies available to Seller in accordance with Washington law, Seller may terminate the Option to Purchase by giving written notice of the termination. If terminated, the Purchaser shall lose entitlement to any refund of rent or option consideration. For this Option to Purchase to be enforceable and effective, the Purchaser must comply with all terms and conditions of the Lease and Option to Purchase Agreement.

ACKNOWLEDGMENTS. The parties are executing this Lease and Option to Purchase Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy.

SELLER:

W. Kipp Carroll
Carroll Consulting, LLC
4402 Marine Heights Way
Anacortes, WA 98221

PURCHASER:

Graham E. Anderson and Susan C. Anderson
804 33rd St
Everett, WA 98201

W. Kipp Carroll 9.15.2016

Graham E. Anderson 9/13/16

Susan C. Anderson 9.13.16

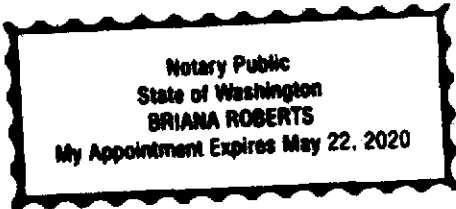
WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
RCW 42.44.100

State of Washington }
County of Snohomish } ss.

I certify that I know or have satisfactory evidence that Graham E. Anderson
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 13, 2016
Month/Day/Year



Briana Roberts
Signature of Notarizing Officer

Notary Public
Title (Such as "Notary Public")

Place Notary Seal and/or Stamp Above

My appointment expires: May 22, 2020

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lease and option to purchase agreement

Document Date: Sept. 13, 2016 Number of Pages: 3

Signer(s) Other Than Named Above: W. Kipp Carroll

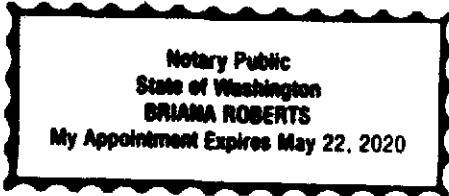
WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
RCW 42.44.100

State of Washington }
County of Snohomish } ss.

I certify that I know or have satisfactory evidence that Susan C. Anderson
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 13, 2016
Month/Day/Year



Briana Roberts
Signature of Notarizing Officer

NOTARY PUBLIC
Title (Such as "Notary Public")

Place Notary Seal and/or Stamp Above

My appointment expires: May 22, 2020

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

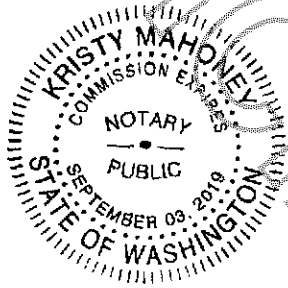
Title or Type of Document: Lease and option to purchase agreement
Document Date: Sept. 13, 2016 Number of Pages: 3
Signer(s) Other Than Named Above: W. Kipp Carroll

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that William Kipp Carroll
the person who appeared before me, and said person acknowledged that He
signed this instrument and acknowledge it to be His free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: September 15, 2016

Kristy Mahoney
Kristy Mahoney
Notary Public in and for the State of Washington
Residing at: Anacortes
My appointment expires: September 3, 2019



UNOFFICIAL DOCUMENT