



200307110187
Skagit County Auditor
7/11/2003 Page 1 of 7 3:06PM

Document Title:

Lease / Option to Buy

Reference Number :

Grantor(s):

1. Christopher Moore
2. Kimberly Moore

☐ additional grantor names on page ____

Grantee(s):

1. Kenneth Locken
2. Lisa Locken

☐ additional grantee names on page ____

Abbreviated legal description:

☐ full legal on page(s) ____

Lot 2 of Skagit County Short Plat
No. PL-00-0272

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

350519-0-162-0300

P119158

LEASE / RENTAL AGREEMENT

This Agreement dated July 7, 2003
is made and entered into between Christopher & Kimberly Moore ("Lessor"),
by and through his/her "Lessor's Broker" and Kenneth & Lisa Locken ("Tenant")
for the "Property" commonly known as 24347 Wicker Road
in Sedro-Woolley, Skagit County, Washington.

If this Agreement is for a term of more than one (1) year, the legal description of the Property will be attached as Exhibit A.

1. **SECURITY DEPOSIT.** Lessor acknowledges receipt from Tenant of the sum of \$500.00, which is being deposited in a trust account in Pacific Northwest Bank, Sedro-Woolley Branch, in Sedro-Woolley, WA. Lessor or Lessor's Broker will give written notice of any change in said depository. This deposit is security for performance of Tenant's obligations pursuant to this Agreement, including but not limited to payment of rent, and to indemnify Lessor for damages to and cleaning of the Property for which Tenant is responsible.

A written "Move In/Move Out Inspection Agreement" describing the condition and cleanliness of and any damage to the Property and furnishings will be signed by Lessor or Lessor's Broker and Tenant upon commencement of tenancy and a written copy given to Tenant. NO SECURITY DEPOSIT MAY BE COLLECTED UNLESS THIS CHECKLIST IS COMPLETED.

Within fourteen (14) days after termination of tenancy and vacation of premises (or abandonment of premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, addressed as Tenant directs or in the absence thereof, to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such damages and cleaning, Tenant agrees to pay any deficiency on demand.

2. **POSSESSION.** In the event Tenant fails to take possession on the date indicated below, Tenant agrees to pay rent for the number of days the Property remains vacant. If, through no fault of Lessor or Lessor's Broker, Lessor cannot deliver possession of the Property to Tenant on the date indicated below, Lessor shall not be liable to Tenant for damages.

3. **TERM (Check one).**

☒ a. **LEASE.** This Agreement is for a term of 12 Months commencing on 08/01/2003

This Agreement shall end at midnight on 08/01/2004

Tenant must vacate the Property and surrender possession on the last day of the term. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover. If Tenant vacates prior to the expiration of the term, the security deposit shall be forfeited and Tenant shall be obligated for the rental payments for the remainder of the term, or until the Property has been rerented, whichever is less.

☐ b. **MONTH-TO-MONTH.** This Agreement is for a month-to-month tenancy commencing on _____

Lessor or Tenant may terminate this Agreement upon written notice received by the other at least 20 days prior to any day on which rent is due. If any such notice of termination is not received at least 20 days in advance, then it shall be effective not on that, but on the next following, rent day.

4. **RENT.** The rent is \$975.00 per month, payable in advance, on or before the ☒ first day ☐ day of each month commencing on the first month of the term. Rent shall be paid ☐ to Lessor's Broker at the address shown below ☒ to Lessor at the address shown below. Lessor acknowledges receipt of _____ as the first and _____ month's rent.

5. **UTILITIES.** Tenant shall pay all utilities when due except: ☐ water ☐ sewer ☐ garbage ☐

6. **OCCUPANCY/SUBLETTING.** The Property is rented as a private residence only for the following named persons:

Kenneth, Lisa & Amanda Locken

Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give accommodation to any roomers or lodgers, without the prior written consent of Lessor or Lessor's Broker.

7. **MAINTENANCE.** Tenant will at all times maintain the Property, including any yard and lawn, in a neat and clean condition and upon termination of this Agreement will leave the Property in as good condition as it is now, reasonable wear and tear excepted. Tenant agrees not to make any alterations or improvements to the Property without Lessor's prior written approval.

INITIALS: TENANT [Signature] DATE 7-1-03 LESSOR COM DATE 7/1/03

TENANT [Signature] DATE 7-1-03 LESSOR [Signature] DATE 7/1/03



200307110187
Skagit County Auditor

LEASE / RENTAL AGREEMENT
(Continued)

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8. **INSPECTION/SALE.** It is agreed that Lessor may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, will give two days' notice to Tenant. If Lessor wishes to show the Property to actual or prospective purchasers or tenants, only one day's notice of intent to enter shall be required. 48-50
9. **RENT LATE CHARGE/NSF CHECK.** If any rent is not paid on or before the due date, Tenant agrees to pay a late charge of ☐ for each day that the same is delinquent, including the day of payment, up to a maximum of 10% of one month's rent, or ☒ \$20.00 51-53
Tenant agrees to pay a charge of \$38.00 for each NSF check given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF. 54-55
In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within 5 days. 56-57
10. **RULES.** The attached Rules on page 4 are a part of this Agreement and failure to abide by them will constitute default under this Agreement. 58-59
11. **ATTORNEYS' FEES.** In the event it is necessary for either party to employ an attorney to enforce any terms of this Agreement, the prevailing party is entitled to reasonable attorneys' fees as provided for by law. In the event of a trial, the amount shall be as fixed by the Court. 60-62
12. **WAIVER OF SUBROGATION.** Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies. 63-67
13. **NONREFUNDABLE FEE.** Tenant agrees to pay prior to occupancy, a nonrefundable fee of _____. This nonrefundable fee shall not be returned under any conditions. 68-69
14. **PETS.** No dogs, cats or other animals will be permitted on the Property without the prior written consent of the Lessor or Lessor's Broker and without a fully executed Pet Agreement (NWMLS Form No. 68B). *Tenants cats are permitted by Lessor.* 70-71
15. **PERSONAL PROPERTY.** Tenant agrees that all personal property kept in or on the Property is at the risk of the Tenant. Tenant is specifically advised of the availability of and is encouraged to obtain insurance for such personal property. 72-73
16. **SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 48.48.140 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures: 74-77
(a) The smoke detection device is ☒ hard-wired ☐ battery operated. 78
(b) The Building ☐ does ☒ does not have a fire sprinkler system. 79
(c) The Building ☐ does ☒ does not have a fire alarm system. 80
(d) ☐ The building has a smoking policy, as follows: 81-83

☒ The building does not have a smoking policy. 84
(e) ☐ The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 85
☒ The building does not have an emergency notification plan for occupants. 86
(f) ☐ The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 87
☒ The building does not have an emergency relocation plan for occupants. 88
(g) ☐ The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 89
☒ The building does not have an emergency evacuation plan for occupants. 90
Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 91
17. **AGENCY DISCLOSURE.** If real estate licensees are involved in this transaction, then at the signing of this Agreement, Lessor's Agent represents ☒ Lessor ☐ both Lessor and Tenant. The Tenant's Licensee represents ☐ Lessor ☐ Tenant ☐ both Lessor and Tenant ☐ neither Lessor nor Tenant. 92-94

INITIALS: TENANT [Signature] DATE 7-1-03 LESSOR com DATE 7/1/03 95
TENANT [Signature] DATE 7-1-03 LESSOR KDM DATE 7/1/03 96



LEASE / RENTAL AGREEMENT
(Continued)

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Lessor's Broker represents the same party that Lessor's Agent represents. Tenant's Broker represents the same party that
Tenant's Licensee represents. If Tenant's Licensee and Lessor's Agent are different salespersons affiliated with the same
Broker, then both Tenant and Lessor confirm their consent to that Broker representing both parties as a dual agent. If Tenant's
Licensee and Lessor's Agent are the same salesperson representing both parties, then both Tenant and Lessor confirm their
consent to that salesperson and Broker representing both parties as dual agents. Tenant and Lessor confirm receipt of the
pamphlet entitled "The Law of Real Estate Agency."

18. **COMMISSION.** Lessor agrees to pay Lessor's Broker the sum of _____ for negotiating this Agreement. If Tenant
enters into an agreement or option to purchase the Property during Tenant's occupancy or within six (6) months thereafter,
Lessor agrees to pay Lessor's Broker a sales commission of _____ or _____ % of total selling price.
No Broker involved in this transaction is receiving compensation from more than one party unless disclosed on a separate
addendum, in which case both Lessor and Tenant consent to such compensation.

19. **LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of
Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this
Agreement unless this lease/rental transaction is exempt from all applicable federal regulations.

Tenant _____ 7-1-03 _____ Date
Tenant _____ 7-1-03 _____ Date

Tenant's Present Address

City, State, Zip

Home Phone

Work Phone

Tenant's Employer

Tenant's Broker

Tenant's Licensee

Lessor _____ 7/1/03 _____ Date
Lessor _____ 7/1/03 _____ Date

13237 Avon Allen Road

Lessor's Address

Mount Vernon, WA 98273

City, State, Zip

360-424-0628

Lessor's Phone

Lessor's Broker

Lessor's Agent

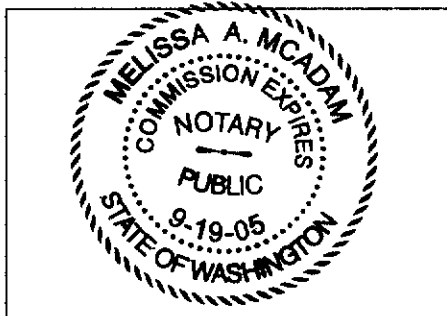
Broker's Office Address

Broker's Phone

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss.

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



(Use this space for notarial stamp/seal.)

DATED: July 1, 2003
Signature: Melissa A. McAdam
Print Name: MELISSA A. McAdam
Notary Public in and for the State of
Washington, Residing at: 41977 Cedar, Sedro Woolley
My Appointment Expires: 9/19/05



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LEASE / RENTAL AGREEMENT
(Continued)

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RULES

1. **Garbage.** Tenant shall furnish his/her own garbage can and place it where required for pickup. 131
2. **Illegal Use.** Tenant shall not use the Property for any illegal purposes. 132
3. **Repairs.** Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows. 133
4. **Freezing.** Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather. 134
5. **Drains.** Tenant shall relieve stoppage of drains and sewers at Tenant's expense unless resulting from a condition existing at the time Tenant moved in. 135
6. **Nails/Painting.** ~~Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of the Lessor or Lessor's Agent.~~ 136
7. **Lawns & Shrubs/Snow.** Tenant will cut and water any lawn and water any shrubs, trees and landscaping so as to maintain the same in as good a condition as they presently are. In the event of snow, Tenant will remove the same from any abutting sidewalks. 137
8. **Noise/Nuisance.** TV, stereo, radio and musical instrument volumes shall be kept low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property. 138
9. **Guests.** Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules. 139
10. **Pets.** If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces or surrounding Property except on a leash and accompanied by the Tenant. It is the Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties. 140
11. **Vehicles.** ~~Recreation vehicles, trailers, boats and inoperable or unlicensed automobiles may not be parked or stored on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Repairs to any vehicles in these locations must be completed within 24 hours of commencement.~~ 141
12. **Hallways & Common Areas.** If there are hallways or other common areas shared with other tenants, noise shall be kept to a minimum therein and nothing may be stored, even temporarily, therein. 142
13. **Fireplace Insert/Wood Stove.** Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used. 143
14. **Water Beds, Pianos & Heavy Objects.** No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance. 144
15. **Screens.** Lessor is not obligated to provide window and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them. 145

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUL 11 2003

Amount Paid \$
Skagit County Treasurer
By: Deputy

INITIALS: TENANT

DATE 7-1-03

LESSOR

DATE

153

TENANT

DATE 7-1-03

LESSOR

DATE

154



200307110187

Skagit County Auditor

OPTION TO BUY REAL ESTATE

Dated: July 7, 2003

1. **Parties.** This Option is between Kenneth & Lisa Locken ("Buyer")
and Christopher & Kimberly Moore ("Seller").
2. **Option or Lease Option.** This Option is:
- ☒ Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated 07/07/2003
Default on that Lease constitutes default on this Option.
- ☐ Unrelated to any lease between the parties.
3. **Purchase Price.** The Purchase Price of the Property shall be One hundred fourty nine thousand
nine hundred fifty & no/100 Dollars (\$149,950.00), 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:
- ☐ All rent paid under the above Lease;
- ☐ The dollar amount filled in at Paragraph 5, below;
- ☒ Other: \$400.00 of each months rent paid to date at the time of purchase
4. **Legal Description.** The legal description of the Property is: ☐ In the above Lease ☐ Attached ☒ As follows:
Lot 2 of Skagit County Short Plat No. PL-00-0272, approved March 14, 2002, recorded
May 17, 2002, under Auditor's File No. 200205170145, being a portion of the SE 1/4...
5. **Option/Time Limit.** In consideration of: ☐ The rent and terms of the above Lease, and/or ☒ \$400.00
paid by Buyer to Seller; Seller grants to Buyer, and Buyer's successors and assigns, the right to buy the
Property on or before 08/01/2004, (the "expiration date") without grace or extension of said
date. In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's life
(whichever occurs later) plus twenty-one years.
6. **Notice-Exercise of Option.** Buyer may exercise this Option only by written notice personally delivered or
sent by certified mail, return receipt requested, to Seller at 17212 Newberg Road - Snohomish,
Washington 98290 at least 30 days in advance of the expiration date of this option.
7. **Closing.** At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow with
Chicago Title-Burlington, the Closing Agent, all monies and documents necessary to
close this transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and
money, Seller shall deposit into escrow with said Closing Agent all documents and money required of the
Seller to close this sale.
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 of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the
expiration date through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and
money into escrow on or before the time required in paragraph 7, above, then this Option and Buyer's
privilege to buy the Property shall terminate and Seller shall retain the option payment set forth in paragraph
5, above.
9. **Purchase and Sale Agreement.** Buyer and Seller have completed and attached hereto a Purchase and
Sale Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction
according to the terms and conditions set forth in the attached Purchase and Sale Agreement and, unless
otherwise provided therein, all time periods stated therein shall run from the date Buyer gives Seller notice
exercising this Option (e.g., time periods for obtaining financing, inspections, and title review). In the event of
conflict between this Option and the attached Purchase and Sale Agreement, this Option shall control.

Initials: BUYER: [Signature] DATE: 7-1-03 SELLER: COM DATE: 7/1/03
BUYER: [Signature] DATE: 7-1-03 SELLER: [Signature] DATE: 7/1/03



200307110187

Skagit County Auditor

OPTION TO BUY REAL ESTATE
(continued)

10. ~~Commission.~~ In the event that this Option shall be exercised, and the sale closed, ~~Seller~~ agrees to pay, at closing of this sale, a commission of _____ or _____ % of the Purchase Price to _____, a licensed real estate broker. No broker involved in this transaction is receiving compensation from more than one party unless otherwise disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation.

11. Agency Disclosure. At the signing of this Option, the Selling Licensee represents ☒ Seller ☐ Buyer ☐ both parties ☐ neither party. The Listing Agent represents ☐ Seller ☐ both parties ☐ neither party. Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker acting as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker acting as dual agents. Buyer and Seller confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

12. Title Insurance. Within _____ days (10 days if not filed 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-Burlington title company. If title cannot be made marketable within 45 days (60 days if not filed 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 Starface Date 7-1-03
Buyer Starface Date 7-1-03

Selling Broker

Selling Licensee

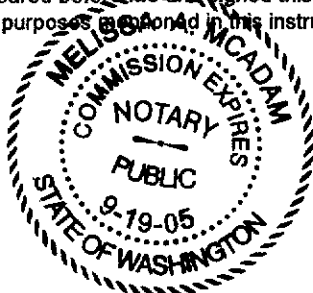
Seller Kim Moore Date 7/1/03
Seller Kim Moore Date 7/1/03

Listing Broker

Listing Agent

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

I hereby certify that I know or have satisfactory evidence that Kenneth R. & Lisa R. Locken & Chris & Kimberly Moore appeared before me and signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.



Dated July 1, 2003
Melissa A. McAdam
Notary Public in and for the State of Washington,
41977 Cedar, Sedro Woolley
Residing at 9/19/05
My appointment expires



200307110187
Skagit County Auditor