

**Return Address:**  
Valleys West Realty  
P.O. Box 566  
Concrete, WA 98237



200409230066  
Skagit County Auditor

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**LAND TITLE OF SKAGIT COUNTY**

<b>Document Title(s) (for transactions contained therein):</b> 1. <b>OPTION TO BUY REAL ESTATE</b> 2. 3. 4.	
<b>Reference Number(s) of Documents assigned or released:</b> (on page of documents(s))	
<b>Grantor(s)</b> 1. <b>Sidney C. Jenkins</b> 2. <b>Wilma R. Jenkins</b> 3. 4.	
<b>Additional Names on page</b>	<b>of document.</b>
<b>Grantee(s)</b> 1. <b>Nathan T. Renzelman</b> 2. 3. 4.	
<b>Additional Names on page</b>	<b>of document.</b>
<b>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</b> <b>Lots 44, 45 &amp; 46 Sauk River Estates, Div. No. 2</b>	
<b>Additional legal is on page</b>	<b>of document.</b>
<b>Assessor's Property Tax Parcel/Account Number</b> <b>P68977</b>	
<b>The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</b>	

OPTION TO BUY REAL ESTATE

Dated: 8-6-04 1

1. Parties. This Option is between NATHAN T RENTZMAN ("Buyer") 2  
and CHUCK & WILLMA JENKINS ("Seller"). 3

2. Option or Lease Option. This Option is: 4

☒ Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated \_\_\_\_\_ 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 85,000 8  
Eighty Five Thousand Dollars (\_\_\_\_\_), 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: \_\_\_\_\_ 13

4. Legal Description. The legal description of the Property is: ☐ In the above Lease ☐ Attached ☐ As follows: 14

LOT 44, 45, 46 OF SNAKE RIVER ESTATES DIV NO 2 15  
16

5. Option/Time Limit. In consideration of: ☐ The rent and terms of the above Lease, and/or ☐ \_\_\_\_\_ 17  
paid by Buyer to Seller; Seller grants to Buyer, and Buyer's successors and assigns, the right to buy the 18  
Property on or before \_\_\_\_\_, (the "expiration date") without grace or extension of said 19  
date. In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's life 20  
(whichever occurs later) plus twenty-one years. 21

6. Notice-Exercise of Option. Buyer may exercise this Option only by written notice personally delivered or 22  
sent by certified mail, return receipt requested, to Seller at \_\_\_\_\_ 23  
at least 30 days in advance of the expiration date of this option. 24

7. Closing. At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow with 25  
\_\_\_\_\_, the Closing Agent, all monies and documents necessary to 26  
close this transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and 27  
money, Seller shall deposit into escrow with said Closing Agent all documents and money required of the 28  
Seller to close this sale. 29

8. Time is of the Essence. Time is of the essence in this Option. In the event that: (a) Buyer shall fail to give 30  
notice of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the 31  
expiration date through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and 32  
money into escrow on or before the time required in paragraph 7, above, then this Option and Buyer's 33  
privilege to buy the Property shall terminate and Seller shall retain the option payment set forth in paragraph 34  
5, above. 35

9. Purchase and Sale Agreement. Buyer and Seller have completed and attached hereto a Purchase and 36  
Sale Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction 37  
according to the terms and conditions set forth in the attached Purchase and Sale Agreement and, unless 38  
otherwise provided therein, all time periods stated therein shall run from the date Buyer gives Seller notice 39  
exercising this Option (e.g., time periods for obtaining financing, inspections, and title review). In the event of 40  
conflict between this Option and the attached Purchase and Sale Agreement, this Option shall control. 41

Initials: BUYER: NTR DATE: 8/6/04 SELLER: SCV DATE: 8-7-04 42  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: WJR DATE: 8/6/04 43



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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 per listing agreement % 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 price to closing 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 LAND TITLE title company. If title cannot be made marketable within 60 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.

Nathan Renzelman 8/6/04  
Buyer Date

Sidney C. Jenkins 8-6-04  
Seller Date

Buyer Date

VALLEYS WEST  
Selling Broker

Jay Hagb  
Selling Licensee

Wilma Jenkins 8/6/04  
Seller Date

VALLEYS WEST  
Listing Broker

Jay Hagb  
Listing Agent

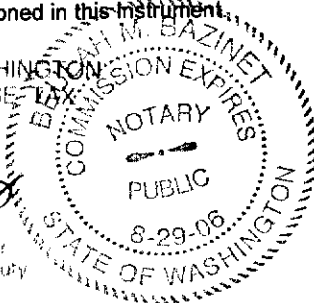
STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.

I hereby certify that I know or have satisfactory evidence that Nathan Renzelman, Sidney C. Jenkins 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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 23 2004

Amount Paid  
By Skagit Co. Treasurer  
Deputy



August 6, 2004  
Dated

Bazinet  
Notary Public in and for the State of Washington,

Concrete, WA  
Residing at

8-29-06  
My appointment expires



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