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Skagit County Auditor

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Document Title:

Option to Purchase

Reference Number:

Grantor(s):

1. Jane K. Martin

2.

additional grantor names on page ____

Grantee(s):

1. Debra Webb

2. Alan Benfield

additional grantee names on page ____

Abbreviated legal description:

See attached

25/35/5 LT 4 SP 12-85

full legal on page(s) ____

Assessor Parcel / Tax ID Number:

See attached

P40189

additional tax parcel number(s) on page ____

OPTION TO BUY REAL ESTATE

Dated: March 26, 2005 1

1. Parties. This Option is between Debra Webb & Alan Benfield ("Buyer") 2
and Jane K. Martin ("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 11/30/04. 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 Two hundred twenty 8
five thousand Dollars (225,000), 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: \$100 per month of rent credited 13

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

5. Option/Time Limit. In consideration of: The rent and terms of the above Lease, and/or 1800.00 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 Sept. 26, 2006, (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 29411 S. Skagit Hwy 23
Sedro-Woolley WA 98281 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
Chicago Title, 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: [Signature] DATE: 3/26/05 SELLER: [Signature] DATE: 3/26/05 42

BUYER: [Signature] DATE: 3/26/05 SELLER: _____ DATE: _____ 43



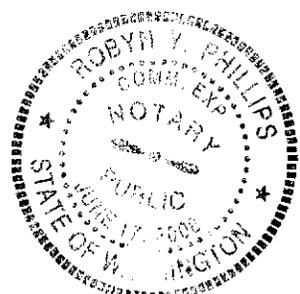
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OPTION TO BUY REAL ESTATE
(continued)

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 _____ or _____ % of the Purchase Price to _____, a licensed real estate broker. 44-46
~~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.~~ 47-48
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." 49-56
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 title company. If title cannot be made marketable within 30 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. 57-64
 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. 65-67
 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. 68-71

Buyer [Signature] 4-1-05 Date Seller [Signature] 4-1-05 Date 73
 Buyer [Signature] 4-1-05 Date Seller _____ Date 74
 Selling Broker _____ Listing Broker _____ 75
 Selling Licensee _____ Listing Agent _____ 76

STATE OF WASHINGTON) Amount Paid \$ _____
 COUNTY OF Skagit By [Signature] Skagit Co. Treasurer Deputy James Benfield, Debra Webb 77
 I hereby certify that I know or have satisfactory evidence that Jane Martin 79
 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. 80-82



Dated 4/1/05 82
[Signature] 83
 Notary Public in and for the State of Washington,
[Signature] 84
 Residing at _____ 85
 My appointment expires 6/17/08



Skagit County Assessor Parcel Details

Parcel Number	XrefID	Quarter	Section	Township	Range
P40189	350525-3-003-0105	03	25	35	05

[Zoom to this Parcel on iMap](#)

[View Assessor Parcel Map of this Section](#)

Owner Information

MARTIN CLYDE L
 MARTIN JANE K
 29411 S SKAGIT HWY
 Sedro Woolley, Wa 98284

Site Addresses

29227 SOUTH SKAGIT HIGHWAY
 [Old Situs] 2725 SOUTH SKAGIT HIGHWAY
 Sedro-Woolley, WA 98284

2005 Value Breakdown

Building Market Value	\$48,000.00
Land Market Value	\$82,500.00
Total Market Value	\$130,500.00
Assessed Value	\$130,500.00
Taxable Value	\$130,500.00

[View Value History](#)

2005 Property Tax Summary

2005 Taxable Value	\$130,500.00
General Taxes	\$1,545.69
Special Assessments	\$14.50
Total Taxes	\$1,560.19

[View Tax Statement](#)

Legal Description

INCLUDING MANUFACTURED HOME 1989 FLEETWOOD 60X28 SERIAL NUMBER 0RFLJ48A08848AM, LOT 4 OF SKAGIT COUNTY SHORT PLAT NUMBER 12-85 RECORDED UNDER AUDITOR'S FILE NUMBER 198512310002 BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER

Levy Code	Neighborhood	Land Use Per WAC 458-53-030
3365	20-39.99 ACRES; MOBILE/MANF. HOME	UNIMPROVED LAND

City District	School District	Fire District	Utilities
Skagit County	SD101	F16	

Year Built	Acres	Living Area	Number Of Rooms	Bdrms
1989	9.27	1566 sq ft		

Construction Style	Foundation	Exterior Walls	Roof Covering	Roof Style
	POST & PIER	PLYWOOD	COMPOSITION	

Interior Finish	Floor Covering	Floor Construction	Plumbing
	CARPET/VINYL		2 FULL BATHS

Appliances
 RANGE-OVEN-HOOD FAN

Fireplace



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