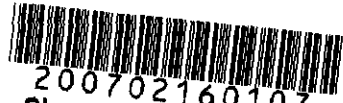


Return Address:

John Kamb Jr.  
702 Main St  
Mt Vernon WA



200702160107  
Skagit County Auditor

2/16/2007 Page

1 of

5 12:16PM

LAND TITLE OF SKAGIT COUNTY

124481-3

<b>Document Title(s) (for transactions contained therein):</b> 1. OPTION TO PURCHASE 2. 3. 4.
<b>Reference Number(s) of Documents assigned or released:</b> (on page of documents(s))
<b>Grantor(s)</b> 1. RON AND SOPHIE BINGEL 2. 3. 4.
<b>Additional Names on page</b> of document.
<b>Grantee(s)</b> 1. FELISA HELGESON 2. 3. 4.
<b>Additional Names on page</b> of document.
<b>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</b>  PTN NE1/4 of SW1/4 12-35-5
<b>Additional legal is on page</b> of document.
<b>Assessor's Property Tax Parcel/Account Number</b> p38916 3
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.

OPTION TO BUY REAL ESTATE

Dated: February 3, 2007 1

1. **Parties.** This Option is between Ron and Sophie Bingel ("Buyer") 2  
and Felisa Helgeson ("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 02/03/2007 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 One Hundred Fifty Thousand----- 8  
Dollars (\$150,000.00), 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  
Exhibit A 15  
16

5. **Option/Time Limit.** In consideration of:  The rent and terms of the above Lease, and/or  \$15,000.00 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 08/15/2007, (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 832 Nelson #2 23  
Sedro Woolley, WA 98284 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  
Land Title Co, 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: ROB DATE: 2/9/07 SELLER: JH DATE: 2/5/07 42  
BUYER: CB DATE: 2-9-07 SELLER: PH DATE: 2/8/07 43



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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 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 \_\_\_\_\_ 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.

Buyer: Ronald Binigel 2/9/07 Date  
Seller: Juliana Helgeson 2/5/07 Date  
Buyer: Sophie Binigel 2-9-07 Date  
Seller: Patricia Kelly 2/8/07 Date

Preview Properties Skagit LLC **SKAGIT COUNTY WASHINGTON** Preview Properties Skagit LLC  
Selling Broker **REAL ESTATE EXCISE TAX** Listing Broker  
William Rimmer **FEB 16 2007** William Rimmer  
Selling Licensee Listing Agent

STATE OF WASHINGTON ) Amount Paid )  
COUNTY OF Skagit ) Skagit Co. Treasurer )  
I hereby certify that I know or have satisfactory evidence that Juliana Jo Helgeson  
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.

**SHARON R. ANTHONY**  
**STATE OF WASHINGTON**  
**NOTARY PUBLIC**  
My Commission Expires 9-6-2009

Dated: 2-5-07  
Sharon R. Anthony  
Notary Public in and for the State of Washington,  
Residing at Mount Vernon  
9-6-2009  
My appointment expires



200702160107  
Skagit County Auditor

UNOFFICIAL DOCUMENT

STATE OF Washington  
COUNTY OF Skagit } ss

I certify that I know or have satisfactory evidence that Patrick J. Helgeson  
is the person                      who appeared before me, and said person                      acknowledged that he  
signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in  
this instrument.

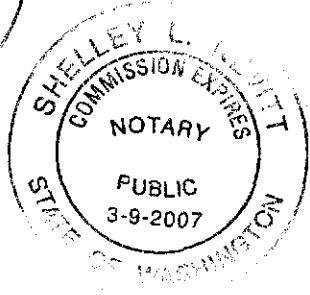
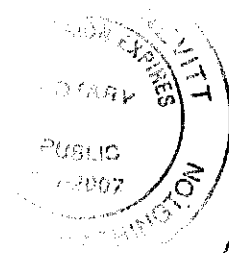
Dated: 2-8-2007

Shelley L. Hewitt

Notary Public in and for the State of Washington

Residing at Mount Vernon

My appointment expires: 3-9-2007



200702160107  
Skagit County Auditor

STATE OF Washington  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Ronald D. Bingel & Sophie Ann Bingel  
\_\_\_\_\_ the person S who appeared before me, and said person S acknowledged that they  
signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in  
this instrument.

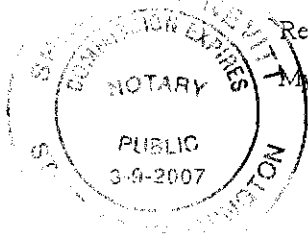
Dated: 2-9-2007

Shelley A. Jewitt

Notary Public in and for the State of Washington

Residing at Mount Vernon

My appointment expires: 3-9-2007



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Skagit County Auditor