



201010050040

Skagit County Auditor

Return Address:

VALLEY'S WEST

PO BOX 565

CONCRETE WA 98237

10/5/2010 Page

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4 12:41PM

## ACCOMMODATION RECORDING

## LAND TITLE OF SKAGIT COUNTY

M18932

Document Title(s) (for transactions contained therein):

1. **OPTION TO BUY REAL ESTATE**
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:  
(on page of documents(s))

Grantor(s)

1. **MONA REARDON**
2. **ED & ETHEL VANBEEK**
- 3.
- 4.

Additional Names on page of document.

Grantee(s)

1. **ANDREW BACUS**
2. **MICHELLE SIMONS**
- 3.
- 4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

**LOT 2 BOUNDARY LINE ADJUSTMENT SURVEY, RECORDED UNDER AF # 200708140131**

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number

**P70843**

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: August 13, 2010 1

1. Parties. This Option is between ANDREW BAENS and Michelle Smith ("Buyer") 2  
and REASON MONTA, VANBEEK Ed/ETHEL ("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 9/20/10. 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 \_\_\_\_\_ 8

\_\_\_\_\_ Dollars (\$ 184,500 ), which shall be paid in cash at closing 9  
unless otherwise specified in this Option. The following shall be applied to the: ☐ Down Payment ☒ 10  
Purchase Price: 11

☐ All rent paid under the above Lease; 12

☐ The dollar amount filled in at Paragraph 5, below; 13

☒ Other: OPTION MONEY - 1500 SEE # 9135510W 14

4. Legal Description. The legal description of the Property is: ☐ In the above Lease; ☐ Attached as Exhibit 15  
A. 16

5. Option/Time Limit. In consideration of: ☐ The rent and terms of the above Lease, and/or 17  
\$400.00 paid by Buyer to Seller; Seller grants to Buyer, and Buyer's successors and assigns, the 18  
right to buy the Property on or before \_\_\_\_\_, (the "expiration date") without grace or extension of 19  
said date. In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's 20  
life (whichever occurs later) plus twenty-one years. Buyer W/ AJB Seller \_\_\_\_\_ 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 anytime before 23  
the lease expires 9/20/10 24  
at least 30 days in advance of the expiration date of this option. 25

7. Closing. At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow 26  
with \_\_\_\_\_, the Closing Agent, all monies and documents necessary to close 27  
this transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and money, 28  
Seller shall deposit into escrow with said Closing Agent all documents and money required of the Seller to 29  
close this sale. 30

8. Time is of the Essence. Time is of the essence in this Option. In the event that: (a) Buyer shall fail to give 31  
notice of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the 32  
expiration date through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and 33  
money into escrow on or before the time required in paragraph 7, above, then this Option and Buyer's 34  
privilege to buy the Property shall terminate and Seller shall retain the option payment set forth in paragraph 35  
5, above. 36

9. Purchase and Sale Agreement. Buyer and Seller have completed and attached hereto a Purchase and 37  
Sale Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction 38  
according to the terms and conditions set forth in the attached Purchase and Sale Agreement and, unless 39  
otherwise provided therein, all time periods stated therein shall run from the date Buyer gives Seller notice 40  
exercising this Option (e.g., time periods for obtaining financing, inspections, and title review). 41  
In the event of conflict between this Option and the attached Purchase and Sale Agreement, this Option 42  
shall control. 43

913. option money is NONREFUNDABLE and w/ 11 apply  
to the purchase price IF option is exercised

Initials: BUYER: WJS Date: 8/19/10 SELLER: WVB Date: 8-21-10  
BUYER: AJB Date: 8/19/10 SELLER: WVB Date: 8-21-10



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OPTION TO BUY REAL ESTATE  
(Continued)

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10. **Commission.** In the event that this Option shall be exercised, and the sale closed, Seller agrees to pay, at 44  
closing of this sale, a commission of \$ one 1/2 % of 300k of the Purchase Price to 45  
Valley West Realty, a licensed real estate firm. Seller and Buyer consent to Listing Firm 46  
and/or Selling Firm receiving compensation from more than one party. 47
11. **Agency Disclosure.** At the signing of this Option, the Selling Broker represents ☐ Seller 48  
☒ Buyer ☐ both parties ☐ neither party. The Listing Broker represents ☐ Seller ☒ both parties 49  
☐ neither party. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) 50  
and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. 51  
Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's 52  
Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and 53  
Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their 54  
consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both 55  
parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, 56  
then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch 57  
Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties 58  
acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 59
12. **Title Insurance.** Within 60 days (10 days if not filled in), following mutual acceptance of this 60  
Option, Seller shall obtain, at Seller's expense, and deliver to Buyer a preliminary commitment for a standard 61  
form owner's policy of title insurance showing marketable title. The preliminary commitment is to be ordered 62  
through Land Title title company. If title cannot be made marketable within 63  
60 days (60 days if not filled in) following Buyer's receipt of said preliminary commitment, all 64  
money paid to Seller by Buyer pursuant to this Option shall, unless Buyer elects to waive such defects or 65  
encumbrances, be immediately refunded to Buyer and this Option shall thereupon be terminated. 66  
At closing of this transaction, Seller will, at Seller's expense, obtain a policy of title insurance, with 67  
homeowner's additional protection and inflation protection endorsements, if available, at no additional cost, 68  
showing marketable title. 69  
The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and 70  
restrictions, presently of record and general to the area; easements and encroachments, not materially 71  
affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil 72  
and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before 73  
closing. 74

Michelle L. Simon 8/19/10  
Buyer Date  
Walter 8/19/10  
Buyer Date  
Valley West Realty  
Selling Firm  
DANIEL B. PROUCH  
Selling Broker

Monica Remond 8-21-10  
Seller Date  
Edward Van Beek 8-21-10  
Seller Date  
Valley West 77  
Listing Firm  
Gary Haskin 78  
Listing Broker

STATE OF WASHINGTON

COUNTY OF Whatcom

I hereby certify that I know or have satisfactory evidence that  
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.

Notary Public  
State of Washington  
Darrin J Wisbey  
Commission Expires 11-20-2013

8/21/10.  
Dated D.J.W.  
Notary Public in and for the State of Washington, 86  
LYNDEN WA 99214. 87  
Residing at 11-20-2013. 88  
My appointment expires



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Skagit County Auditor

Lot 2 of Boundary Line Adjustment Survey approved August 13, 2007 and recorded August 14, 2007 under Auditor's File No. 200708140131, records of Skagit County, Washington; being a portion of Lot 1, Block 5, "EVERETT'S SECOND ADDITION TO CONCRETE, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington.

Situate in the Town of Concrete, County of Skagit, State of Washington.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 05 2010

Amount Paid \$  
Skagit Co. Treasurer  
By *MF* Deputy



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