



201110110121

Skagit County Auditor

10/11/2011 Page

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4 4:19PM

Document Title: OPTION TO BUY REAL ESTATE

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. JEFFREY H. TICHAU

2.

Grantee(s):

☐ additional grantee names on page ____

1. PAUL MACAGBA

2. TASHA GUTMEIR

Abbreviated legal description:

☐ full legal on page(s) ____

LOT 728 SHELTER BAY DIVISION 4
SHELTER BAY BLOCK 4 LOT 728

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P129423

I, ROBIN LINDSTROM THE REALTADY, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$62.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Robin Lindstrom Dated 11 Oct 2011

OPTION TO BUY REAL ESTATE

Dated: October 11, 2011

1. **Parties.** This Option is between Paul Macagba and Tasha Gutmeir ("Buyer") and Jeffrey H. Truax ("Seller").
2. **Option or Lease Option.** This Option is:
☒ Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated October 11, 2011.
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 _____ Dollars (\$ _____), 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: The amount required to pay the seller's existing loan plus all closing costs.
4. **Legal Description.** The legal description of the Property is: ☐ In the above Lease; ☐ Attached as Exhibit A.
5. **Option/Time Limit.** In consideration of: ☒ The rent and terms of the above Lease, and/or ☐ \$ _____ paid by Buyer to Seller, Seller grants to Buyer, and Buyer's successors and assigns, the right to buy the Property on or before 11/01/16, (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 P O Box 205, LaConner, Washington 98257 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 _____, 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: NG Date: 10/11/11 SELLER: [Signature] Date: 10/11/11
BUYER: pm Date: 10.11.11 SELLER: _____ Date: _____



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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 \$ _____ or 3 % of the Purchase Price to 45
The Rent Lady, 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 _____ 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 _____ title company. If title cannot be made marketable within 63 _____ 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

Natasha Gutmeir 10/11/11
Buyer Date
Paul W. MacGibbin, Jr. 10-11-11
Buyer Date

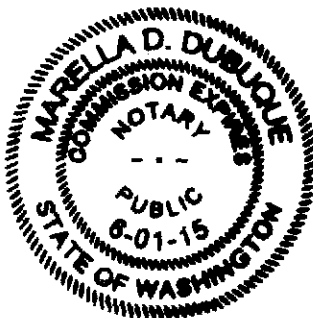
Selling Firm

Selling Broker

STATE OF WASHINGTON

COUNTY OF Skagit

I hereby certify that I know or have satisfactory evidence that TRUAX, ROBIN LINDSTROM 82
appeared before me and signed this instrument and acknowledged it to be a free and voluntary act for the uses 83
and purposes mentioned in this instrument. 84



[Signature] 10/11/11
Seller Date
[Signature]
Buyer Date

THE RENT LADY
Listing Firm
Edin Lindstrom
Listing Broker

ss. NAASHA GUTMEIR, PAUL 79
DULA MACAG-BB, JR., JEFFREY 80

October 11, 2011 81
Dated MARELLA D. DUBUQUE 82
Marella D. Dubuque 83
Notary Public in and for the State of Washington, 84

LaConner 85
Residing at June 1, 2015 86
My appointment expires 87
88



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Skagit County Auditor

NOTICE

The following is part of the Purchase and Sale Agreement dated October 11, 2011 1
between Paul Macagba and Tasha Gutmeir ("Buyer") 2
and Jeffrey H. Truax ("Seller") 3
concerning 728 Tillamuk Drive, LaConner, Washington 98257 ("the Property"). 4

Legal Description: 5

A leasehold interest in the following described tract: Lot 728, "SURVEY OF SHELTER BAY 8
DIVISION 4, Tribal and Alloted Lands of Swinomish Indian Reservation," as recorded in Volume 9
48 of Official Records, pages 627 through 631, inclusive records of Skagit County, Washington. 10
Situate in the County of Skagit, State of Washington. 11
A.P.N.: 5100-004-728-0000 12

Natasha Gutmeir 10/11/11 Seller: Jeff Truax 10/11/11 14
Date Date
Paul Macagba 10.11.11



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