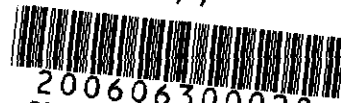


Return Address:

Skagit Law Group, PLLC
P.O. Box 336
Mount Vernon, WA 98273



200606300020

Skagit County Auditor

6/30/2006 Page

1 of

8 9:26AM

LAST TITLE OF SKAGIT COUNTY

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

1. RIGHT OF FIRST REFUSAL
- 2.
- 3.
- 4.

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

Grantor(s)

1. J & J NELSON PROPERTIES, LLC
- 2.
- 3.
- 4.

Additional Names on page of document.

Grantee(s)

1. STAN MILLER
- 2.
- 3.
- 4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)
LOTS A & B, SHORT PLAT NO. 5-72, APPROVED JANUARY 27, 1972

Additional legal is on page 6 of document.

Assessor's Property Tax Parcel/Account Number

P114165, P114166, P114167, P114168, P114169 & P62267

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.

RIGHT OF FIRST REFUSAL

THIS AGREEMENT is made and entered into this 29th day of June, 2006 by and between J & J NELSON PROPERTIES, LLC, a Washington limited liability company, P. NELSON PROPERTIES, LLC, a Washington limited liability company and PAULINE G. NELSON, a single woman, (hereinafter collectively referred to as "Nelson"), and STAN MILLER, a married man (hereinafter collectively "Miller").

A. Nelson owns real property in Skagit County, Washington. Said real property is legally described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter the "Property") which real property shall include Skagit County Assessor's Parcel Numbers P114165; P114166; P114167; P114168; P114169; and P62267.

B. Nelson has agreed to grant a right of first refusal on the property in conjunction with the sale of other property owned by Nelson to Miller.

NOW, THEREFORE, the parties hereto agree as follows:

- 1) **If Nelson Receives an Offer:** Nelson hereby grants to Miller a right of first refusal on the Property. In the event Nelson receives and desires to accept an offer for the sale of the Property, Nelson shall give notice to Miller of the terms of the offer whereupon Miller shall have seven (7) days within which to accept or reject said terms by giving written notice to Nelson, and paying any earnest money specified in the offer. If Miller does not give such notice of intent to accept the terms of the third party offer, then Miller's right of first refusal shall terminate and Nelson shall be free to sell the property to the third party. If Miller gives such notice of intent to accept the terms of the third party offer and pays the earnest money, then Nelson shall sell the Property to Miller on the terms specified in said offer. Miller, upon providing notice of acceptance to Nelson, shall open escrow with Land Title Company of Skagit County and Miller must close the purchase of the Property within the earlier of: (i) sixty (60) days of notice by Miller of acceptance of the terms; or (ii) the date specified in the third party offer.
- 2) **Termination of this Right of Refusal if Miller Doesn't Perform:** In the event Miller provides notice to Nelson that Miller declines to match the offer, then this right of first refusal shall terminate, but only as to the lot or lots subject to the offer of sale. If Nelson does not sell the property to the initial offeror within one hundred eighty (180) days or if another offer is made on the property, then the property shall again be subject to the terms of this right of first refusal.
- 3) **Closing if Miller Performs:**

The parties agree to execute such documents as may be necessary to consummate the transaction, including, but not limited to, standard escrow instructions from Land Title



Company.

- 4) **Where to Send Notices:** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered when received by the addressee at its address set forth below, or at such other address as such party may have specified:

Nelson Pauline G. Nelson
 PO Box 95
 Burlington, Washington 98233

Miller Stan Miller
 222 NW 52nd Street
 Seattle, WA 98107

5) **Construction.**

- a) All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Nelson and Miller specifically agree that Miller can transfer this right of first refusal to any future purchaser of Skagit County Assessor's Parcel #P62266.
- b) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

The undersigned hereby acknowledge that they have carefully read this agreement, understand the same, and accept the terms hereof.

J & J NELSON PROPERTIES, LLC, a Washington limited liability company

By:

Pauline G. Nelson
Pauline G. Nelson, Member/Manager

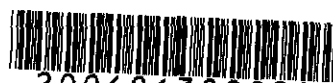
P. NELSON PROPERTIES, LLC, a Washington limited liability company

By:

Pauline G. Nelson
Pauline G. Nelson, Member/Manager

PAULINE G. NELSON

Pauline G. Nelson
Pauline G. Nelson, individually



Stanley A. Miller
STANLEY MILLER

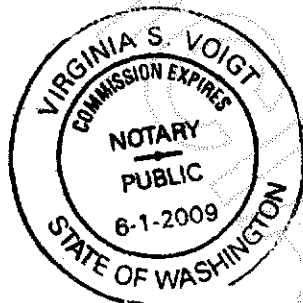
State of Washington)

) ss

County of Skagit)

MILLER

I certify that I know or have satisfactory evidence that PAULINE G. NELSON is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MEMBER/MANAGER of J & J NELSON PROPERTIES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 6/23/06

Virginia S. Voigt
(Signature)

NOTARY PUBLIC

VIRGINIA S. VOIGT

Print Name of Notary

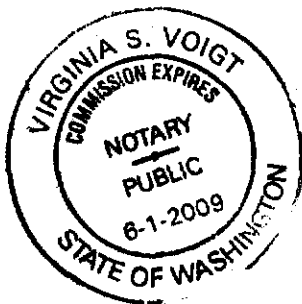
My appointment expires: 6/1/09

State of Washington)

) ss

County of Skagit)

I certify that I know or have satisfactory evidence that PAULINE G. NELSON is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MEMBER/MANAGER of P. NELSON PROPERTIES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 6/23/06

Virginia S. Voigt
(Signature)

NOTARY PUBLIC

VIRGINIA S. VOIGT

Print Name of Notary

My appointment expires: 6/1/09

State of Washington)

) ss

County of Skagit)



A circular notary seal for Virginia S. Voigt, a Notary Public in the State of Washington. The seal features her name "VIRGINIA S. VOIGT" at the top, "COMMISSION EXPIRES" on the left, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. The expiration date "6-1-2009" is printed below the center text.

Print Name of Notary _____
My appointment expires: 6/1/09

A circular notary seal for Karen Ashley, a Notary Public in the State of Washington. The seal features a rope-like border. Inside the border, the name "KAREN ASHLEY" is at the top, "COMMISSION EXPIRES" is on the left, "NOTARY" is in the center with a double-headed arrow below it, "PUBLIC" is below the arrow, and "9-11-06" is at the bottom. The words "STATE OF WASHINGTON" are written along the bottom inner edge of the seal.

State of Washington)
) ss
County of Skagit)

Dated: _____

200606300020
Skagit County Auditor

Print Name of Notary _____
My appointment expires: _____



200606300020

Skagit County Auditor

EXHIBIT "A"
LEGAL DESCRIPTION

P114166, P114167, P114168, P114169:

Lots 1 through 4, inclusive, Short Plat No. 8-90, approved February 14, 1990, recorded February 14, 1990 in Volume 9 of Short Plats, page 207, under Auditor's File No. 9002140016, and being a portion of Tract 4, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

P114165:

That portion of the North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 28, Township 35 North, Range 4 East, W.M; thence North $02^{\circ}01'45''$ East along the West line of the Southeast $\frac{1}{4}$ of said Section 28 a distance of 326.13 feet to an intersection with the Westerly extension of the South line of said North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4;
thence South $86^{\circ}45'50''$ East along said line 30.01 feet to the Southwest corner of said North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4;
thence North $02^{\circ}01'45''$ East along the West line of said Tract 4 a distance of 180.02 feet to the true point of beginning;
thence continue North $02^{\circ}01'45''$ East, along said West line, a distance of 116.40 feet to the Northwest corner of said Tract 4;
thence South $87^{\circ}14'00''$ East, along the North line of said Tract 4, a distance of 180.00 feet;
thence South $02^{\circ}01'45''$ West, parallel to said West line of Tract 4, a distance of 117.88 feet to a point which is 180 feet North of the South line of the North $\frac{1}{2}$ of Tract 4, as measured at right angles to said South line;
thence North $86^{\circ}45'50''$ West, parallel to said South line, a distance of 180.03 feet to the true point of beginning.

(Also known as Lot "B", Short Plat No. 5-72, approved January 27, 1972)

P62267:

That portion of the North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 28, Township 35 North, Range 4 East,



W.M.;

Thence North 02°01'45" East along the West line of the Southeast ¼ of said Section 28 a distance of 326.13 feet to an intersection with the Westerly extension of the South line of said North ½ of the West ½ of Tract 4;

Thence South 86°45'50" East along said line 30.01 feet to the Southwest corner of said North ½ of the West ½ of Tract 4 and the TRUE POINT OF BEGINNING;

Thence North 02°01'45" East along the West line of said Tract 4 a distance of 120.00 feet;

Thence South 86°45'50" East, parallel to said South line, a distance of 315.00 feet;

Thence South 02°01'45" West, parallel to said West line of Tract 4, a distance of 120.00 feet to said South line;

Thence North 86°45'50" West, along said South line, a distance of 315.00 feet to the TRUE POINT OF BEGINNING.

(Also known as Lot "A", Short Plat 5-72, approved January 27, 1972)

