



201004130035
Skagit County Auditor

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FILED FOR AND RECORDED AT REQUEST OF AND RETURN ORIGINAL TO:

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Document Title: Right of First Refusal Agreement

Parties:

1. Lynn W. Weidenbach & Margaret A. Weidenbach
2. The Weidenbach Family Limited Partnership

Legal Description: Full legal description found on Exhibit A.

Abbreviated Legal Description:

1. SE NE, S19, T34N, R3E
2. NE NE, S19, T34N, R3E

Assessor Tax Parcel No:

1. 340319-1-003-0001 (P22164)
2. 340319-1-005-0009 (P22167)
3. 340319-1-001-0100 (P120596)

RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT is made as of April 2, 2010, by **Lynn W. Weidenbach and Margaret A. Weidenbach**, husband and wife ("Grantor") in favor of **The Weidenbach Family Limited Partnership** ("Grantee"). For Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee a right of first refusal to buy the "Grantor Parcel" legally described on Exhibit A attached hereto and incorporated herein, subject to the following terms and conditions:

1. Prior to putting all or a portion of the Grantor Parcel on the market, Grantor will notify Grantee that the parcel or portion of the parcel is coming available for sale.

2. Whenever any contract to sell the Grantor Parcel is fully signed by Grantor and a third party, Grantor shall give written notice to Grantee, together with a true and complete copy of the fully signed contract, and including the address to be used

for Grantor by Grantee in complying with this agreement. The third party must be a bona fide purchaser. The contract must state that it is subject to Grantee's right of first refusal. The contract must not require the third party to purchase any real or personal property other than the Grantor Parcel and the personal property located thereon. The notice of sale and the third party's contract shall be hand delivered or sent by First Class US Mail to Grantee at P.O. Box 1219, La Conner, Washington 98257, or such other address as Grantee may provide to Grantor from time to time.

3. Grantee shall have until 6:00 p.m. Pacific Standard Time of the tenth business day (i.e. days other than Saturdays, Sundays and national holidays) after receipt of the notice of sale and the third party's contract in which to exercise Grantee's right of first refusal by signing and delivering to Grantor (at the address specified in the notice of sale) an identical contract in which Grantee is the purchaser rather than the third party, together with a notice of exercise of the right of first refusal. However, if the third party's contract contains contingencies for the benefit of the third party, Grantee's contract need not contain such contingencies.

4. Grantee's exercise shall be deemed effective when Grantee's contract is either hand delivered to Grantor's specified address or when deposited in the US Mail First Class postage prepaid. When Grantor receives Grantee's contract, Grantor shall execute it, whereupon Grantor and Grantee shall perform the contract according to its terms and Grantor shall terminate their contract with the third party.

5. If Grantee does not timely exercise Grantee's right of first refusal to purchase the Grantor Parcel, then Grantor may consummate the sale to the third party free of Grantee's right of first refusal, but only in strict accordance with the terms and provisions of the third party's contract that was delivered to Grantee. If the sale to the third party is consummated in strict accordance with its terms, then Grantee's right of first refusal shall expire; but, if the sale to the third party is not consummated, Grantee's right of first refusal shall be revived.

6. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective heirs, successors, personal representatives and assigns for a period of fifteen (15) years.

7. This Agreement has been made under the laws of the State of Washington and such laws shall control its interpretation.

8. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Grantor Parcel. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing signed by both parties.



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IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

Grantor:

Lynn W. Weidenbach
Lynn W. Weidenbach

Margaret A. Weidenbach
Margaret A. Weidenbach

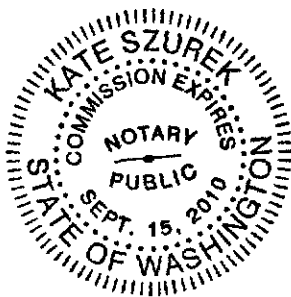
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

SS.

I certify that I know or have satisfactory evidence that **Lynn W. and Margaret A. Weidenbach**, husband and wife, signed this instrument and acknowledged the same as their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 2nd day of April, 2010.



Kate Szurek
Notary Public in and for the State of
Washington, residing in LaConner
My commission expires: 9/15/2010.



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Exhibit A

PARCEL E: 340319-1-003-0001 (P22164) & 340319-1-005-0009 (P22167)

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 34 North, Range 3 East, W.M.

EXCEPT County Road along the West line thereof, and

EXCEPT the South 208.71 feet thereof, and also

EXCEPT those two portions thereof conveyed to the Puget Sound Power & Light Company by deeds recorded May 20, 1955, and May 28, 1968, under Auditor's File Nos. 528934 and 734111, respectively.

Situate in the County of Skagit, State of Washington.

PARCEL H: 340319-1-001-0100 (P120596)

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 34 North, Range 3 East, W.M.,

EXCEPT County Road along the West line thereof, and

EXCEPT that portion described as follows:

Beginning at an intersection of the East line of the County Road running along the West line of said subdivision, and the center line of an existing drainage ditch;
thence South, along the East line of the County Road, a distance of 341 feet;
thence East, parallel to the North line of said subdivision, a distance of 215 feet;
thence North, parallel to the West line of said subdivision, to the center line of said existing drainage ditch;
thence Westerly, along said center line, to the point of beginning.

Situate in the County of Skagit, State of Washington.



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