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

SKAGIT LAW GROUP, PLLC  
P.O. Box 336  
Mount Vernon, WA 98273

Document Title: Right of First Refusal Agreement

Parties:

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

Legal Description: Full legal description found on Exhibit A.

Abbreviated Legal Description:

1. N 1/2 SW, S17, T34N, R3E
2. Ptn. NE SE, S18, T34N, R3E
3. NE SE, S18, T34N, R3E

Assessor Tax Parcel No:

1. 340317-3-001-0001 (P22095)
2. 340317-3-002-0000 (P22096)
3. 340318-4-002-0106 (P22131)
4. 340318-4-002-0205 (P22132)

## RIGHT OF FIRST REFUSAL AGREEMENT

**THIS AGREEMENT** is made as of April 2, 2010, by **The Weidenbach Family Limited Partnership** ("Grantor") in favor of **Lynn W. Weidenbach and Margaret A. Weidenbach**, husband and wife ("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

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DISTRICT OF WASHINGTON

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 13023 McLean Road, Mt. Vernon, Washington 98273, 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:

The Weidenbach Family Limited Partnership

Ward Weidenbach

By: Ward Weidenbach

Its: manager

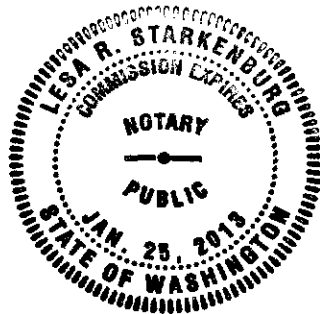
STATE OF WASHINGTON )

COUNTY OF SKAGIT )

ss.

I certify that I know or have satisfactory evidence that Ward Weidenbach as manager for **The Weidenbach Family Limited Partnership**, signed this instrument and acknowledged the same as his/her free and voluntary act on behalf of the Partnership for the uses and purposes mentioned in the instrument.

Dated this 2<sup>nd</sup> day of April, 2010.



Lesa R. Starkenburg  
Notary Public in and for the State of  
Washington, residing in Lynden  
My commission expires: 1/25/10



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**Exhibit A**

**PARCEL A: 340317-3-001-0001 (P22095) & 340317-3-002-0000 (P22096)**

The North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  in Section 17, Township 34 North, Range 3 East, W.M., EXCEPT road and ditch rights-of-way.

Situate in the County of Skagit, State of Washington.

**PARCEL B: 340318-4-002-0106 (P22131)**

That portion of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 3 East, W.M., lying Southerly and Easterly of McCormick Slough, EXCEPT the North 21 acres thereof as conveyed to Colleen Peth Thulen by deeds recorded December 27, 1976 and February 25, 1977, under Auditor's File Nos. 848105 and 851585, respectively; ALSO EXCEPT the county right-of-way commonly known as LaConner-Whitney Road, along the West line thereof.

EXCEPT that portion of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point on the East line of the County Road running along the West line of said subdivision which is 458 feet South of the North line thereof;  
thence South, along said East line of the County Road, a distance of 328 feet;  
thence East, parallel to the North line of said subdivision, a distance of 326 feet;  
thence North, parallel to the West line of said subdivision, a distance of 178 feet;  
thence West, parallel to the North line of said subdivision, a distance of 186 feet;  
thence North, parallel to the West line of said subdivision, a distance of 150 feet;  
thence West, parallel to the North line of said subdivision, a distance of 140 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

**PARCEL C: 340318-4-002-0205 (P22132)**

The North 21 acres of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 3 East, W.M., lying South of McCormick Slough.

EXCEPT County Road along the West line thereof, and

EXCEPT that portion of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 18, lying within the following described tract:

Beginning at a point on the East line of the County Road running along the West line of said subdivision which is 310 feet South of the North line thereof; thence East 170 feet;



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thence South 148 feet; thence West 170 feet to the East line of the County Road; thence North along said road 148 feet to the point of beginning.

ALSO, EXCEPT any portion thereof lying within the following described tract:

Beginning at a point on the East line of the County Road running along the West line of said subdivision which is 458 feet South of the North line thereof;  
thence South, along said East line of the County Road, a distance of 328 feet;  
thence East, parallel to the North line of said subdivision, a distance of 326 feet;  
thence North, parallel to the West line of said subdivision, a distance of 178 feet;  
thence West, parallel to the North line of said subdivision, a distance of 186 feet;  
thence North, parallel to the West line of said subdivision, a distance of 150 feet;  
thence West, parallel to the North line of said subdivision, a distance of 140 feet to the point of beginning.

Situate in the County of Skagit, State of Washington

SUBJECT TO: Easements, restrictions and reservation of record.



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