



201512100081

WHEN RECORDED RETURN TO:

Land Title and Escrow Company
P.O. Box 445
Burlington, WA 98233

Skagit County Auditor

\$78.00

12/10/2015 Page

1 of

6 12:35PM

DOCUMENT TITLE(S):
MEMORANDUM OF PURCHASE AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:
RIVERVIEW FARMS, a Washington General Partnership

Land Title and Escrow

153574-09

GRANTEE:
WILCOX FARMS, INC., a Washington Corporation

ABBREVIATED LEGAL DESCRIPTION:

Ptn NE 1/4, 15-35-6 E W.M.

TAX PARCEL NUMBER(S):
350615-1-001-0003, P41219, 350615-1-002-0002, P41220, 350615-1-004-0000, P41225, 350615-1-005-0009, P41226

MEMORANDUM OF PURCHASE AGREEMENT

This is a Memorandum of that certain unrecorded Purchase and Sale Agreement, dated October 12, 2015, as amended by the First Amendment to Purchase and Sale Agreement, dated November 24, 2015 (collectively the "Purchase Agreement"), between RIVERVIEW FARMS, a Washington general partnership, as Seller, having a notice address of P.O. Box 286, Burlington, WA 98233, and WILCOX FARMS, INC, as Buyer, having a notice address of 40400 Harts Lake Valley Road, Roy, WA 98580.

The Purchase Agreement concerns property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"). There are conditions to the applicability of and closing under the Purchase Agreement, which conditions are set forth in the Purchase Agreement.


This Memorandum is not a complete summary of the Purchase Agreement. Provisions of this Memorandum shall not be used in interpreting the provisions of the Purchase Agreement. In the event of a conflict between this Memorandum and the unrecorded Purchase Agreement, the unrecorded Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the 10th day of December, 2015.

SELLER:

RIVERVIEW FARMS, a Washington general partnership

By: 
A.W. Dynes, General Partner

By: 
Elizabeth Wilson, General Partner
by David C. Dynes, her attorney in fact

BUYER:

WILCOX FARMS, INC., a Washington corporation

By: Brent F. Wilcox
Its: President/CEO

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SELLER:

RIVERVIEW FARMS, a Washington general partnership

By: _____

A.W. Dynes, General Partner

By: _____

Elizabeth Wilson, General Partner
by David C. Dynes, her attorney in fact

BUYER:

WILCOX FARMS, INC., a Washington corporation


By: Brent F. Wilcox

Its: President/CEO

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that A.W. Dynes is the person who appeared before me, and said persons acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the General Partner of RIVERVIEW FARMS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 8th day of December, 2015.



Jennifer A. Lee
(Print/Type Name): Jennifer A. Lee
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: 9/19/2016

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that David C. Dynes is the person who appeared before me, and said persons acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Attorney in Fact for Elizabeth Wilson, a General Partner of RIVERVIEW FARMS, Washington general partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 7th day of December, 2015.

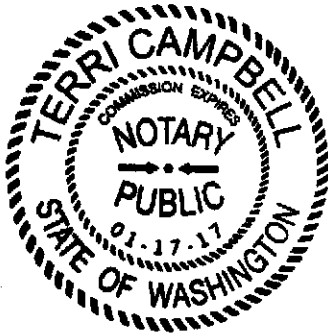


Jennifer A. Lee
(Print/Type Name): Jennifer A. Lee
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: 9/19/2016

STATE OF WASHINGTON)
): ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Brent F. Wilcox is the person who appeared before me, and said persons acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the President/CEO of WILCOX FARMS, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 8th day of December, 2015.



Terri Campbell

(Print/Type Name): Terri Campbell

Notary Public in and for the State of Washington

Residing at Federal Way

My appointment expires: 1-17-17

EXHIBIT A

PARCEL "A":

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, EXCEPT that portion lying within the boundaries of Old Highway 17A as conveyed to the State of Washington by deed dated July 5, 1938, and recorded September 6, 1938, under Auditor's File No. 305470, in Volume 175 of Deeds, page 303, records of Skagit County; the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, EXCEPT that portion, if any, lying within the as built and existing County road commonly known as Cabin Creek Road running along the East line thereof; all in Township 35 North, Range 6 East, W.M.

ALSO EXCEPT that portion, if any, lying within the boundaries of the County road commonly known as Cockreham Island Road, AND EXCEPT that portion of said premises condemned by the State of Washington for State Highway by decree entered July 11, 1960 in Skagit County Superior Court Cause No. 25060.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 35 North, Range 6 East, W.M., lying Northerly of the Great Northern Railway Company right of way, EXCEPT that portion lying within the boundaries of the as built and existing Cockreham Island County Road, AND EXCEPT that portion lying within the boundaries of Old Highway 17A as conveyed to the State of Washington by deed dated July 5, 1938, and recorded September 6, 1938, under Auditor's File No. 305470, in Volume 175 of Deeds, page 303, records of Skagit County, AND EXCEPT that portion, if any, lying within the boundaries of the as built and existing County road commonly known as Cabin Creek Road, running along the East line of said subdivision.

Situate in the County of Skagit, State of Washington.

EXCEPT from Parcels "A" and "B", those portions conveyed to Skagit County for road by deeds recorded November 6, 1997, under Auditor's File Nos. 9711060047 through 9711060051, inclusive, records of Skagit County, Washington.