



201804240065

Skagit County Auditor

\$79.00

4/24/2018 Page

1 of

6 3:31PM

**After Recording Return to:**

Ryan, Swanson & Cleveland, PLLC  
1201 Third Avenue, Suite 3400  
Seattle, WA 98101-3034  
Attn: Brian L. Lewis

**POOR ORIGINAL**

GUARDIAN NORTHWEST TITLE CO.

A115750

**MEMORANDUM OF PURCHASE RIGHT**

GRANTOR(S): SEAFARER'S, LLP

GRANTEE(S): DUANE CLARK

ABBREVIATED LEGAL DESCRIPTION: SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST; PTN., GOV'T  
LOTS 1 AND 2 (AKA LOT 2D OF BLA SURVEY 200306060196)  
(SEE PAGE 6 FOR FULL LEGAL DESCRIPTION)

ASSESSOR'S TAX PARCEL NO(S): P118627, 350219-0-040-0300

## MEMORANDUM OF PURCHASE RIGHT

THIS MEMORANDUM OF PURCHASE RIGHT (this "*Memorandum*") is executed as of this \_\_\_ day of April, 2018, by SEAFARER'S, LLP, a Washington limited liability partnership ("*Seafarer's*") and DUANE CLARK, an individual ("*Clark*").

### RECITALS

A. Seafarer's and Clark are parties to that certain Loan Agreement of even date herewith (the "*Loan Agreement*"), pursuant to which Seafarer's has granted to Clark the right to purchase (the "*Purchase Right*") a portion of the real property and improvements thereon or to be built thereon situate in the City of Anacortes, County of Skagit, State of Washington, and more particularly described in Exhibit A attached hereto (the "*Property*").

B. Seafarer's and Clark desire to execute and record this Memorandum to give record notice of the Clark's Purchase Right.

### AGREEMENT

The sole purpose of this Memorandum is to give notice of the Purchase Right. Pursuant to the Purchase Right, Seafarer's has granted Clark a right to purchase the Property, or a defined portion of the Property. Clark's Purchase Right shall survive the termination or expiration of the Loan Agreement and repayment of the indebtedness described therein. If Clark fails to timely exercise the Purchase Right pursuant to the Loan Agreement, the Purchase Right will terminate with respect to the Property (or a defined portion of the Property) after the Exercise Date (as such term is defined in the Loan Agreement), provided that Seafarer's has provided Clark with sufficient notice of the Exercise Date as specified in the Loan Agreement. This Memorandum does not amend or alter the terms of the Purchase Right as set forth in the Loan Agreement. In the event of a conflict between this Memorandum and the Loan Agreement, the terms of the Loan Agreement shall control.


This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

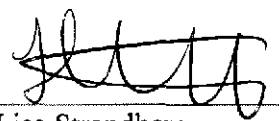
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Right of First Opportunity Agreement effective as of the date first written above.

**"SEAFARER'S"**

SEAFARER'S, LLP,  
a Washington limited liability partnership

By:   
Name: Ronald Woolworth  
Its: Partner

By:   
Name: Lisa Strandberg  
Its: Partner

**"CLARK"**

DUANE CLARK, an individual

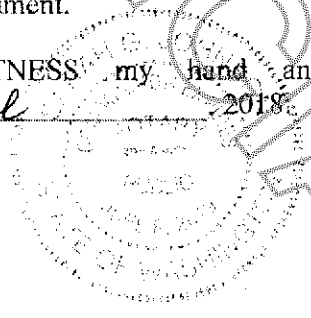
By:   
Name: Duane Clark

[Acknowledgement Pages Follow]

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Sagit )

I certify that I know or have satisfactory evidence that RONALD WOOLWORTH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Partner of SEAFARER'S, LLP, a Washington limited liability partnership, to be the free and voluntary act and deed of such limited liability partnership for the uses and purposes mentioned in the instrument.

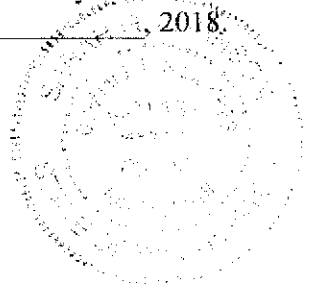
WITNESS my hand and official seal hereto affixed this 23rd day of April, 2018.

  
(Print Name) SARAH A. JOHNSON  
Notary Public in and for the State of Washington.  
My Appointment Expires: 6-8-19

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Sagit )

I certify that I know or have satisfactory evidence that LISA STRANDBERG is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it as the Partner of SEAFARER'S, LLP, a Washington limited liability partnership, to be the free and voluntary act and deed of such limited liability partnership for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 23rd day of April, 2018.

  
(Print Name) SARAH A. JOHNSON  
Notary Public in and for the State of Washington.  
My Appointment Expires: 6-8-19

STATE OF WASHINGTON )

) ss.

COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that DUANE CLARK is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 13th day of April, 2018.



Sarah C. Johnson  
(Print Name) SARAH C. JOHNSON

Notary Public in and for the State of Washington.

My Appointment Expires: 6-8-19

## EXHIBIT A

### LEGAL DESCRIPTION

Lot 2D of that certain Boundary Line Adjustment Survey recorded June 6, 2003, under Auditor's File No. 200306060196, records of Skagit County, Washington, being a revision of Lots 2A, 2B, 2C and 2D, SEAFARER'S VIEW, as recorded under Auditor's File No. 200112030101, records of Skagit County, Washington; being in portions of Government Lots 1 and 2, Section 19, Township 35 North, Range 2 East of the Willamette Meridian, and of Plate No. 10 Tide and Shore Lands of Section 19, Township 35 North, Range 2 East of the Willamette Meridian, Anacortes Harbor, according to the official map thereof on file with the State Land Commissioner at Olympia, Washington.

Situated in Skagit County, Washington.