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05/30/2018 02:11 PM Pages: 1 of 8 Fees: \$81.00
Skagit County Auditor

WHEN RECORDED RETURN TO:

Potash Living Trust
5011 Croatian Way
Anacortes WA 98221

DOCUMENT TITLE(S):

First Right of Refusal to Purchase Real Estate

GUARDIAN NORTHWEST TITLE CO.

A115906

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Felicity Eadon, as Personal Representative of the Estate of Joy Werner and Marilyn W. Derig,
Manager of DMMD, LLC, a Washington Limited Liability Company

GRANTEE:

Warren Potash, Trustee of the Potash Living Trust, dated September 19, 2007

ABBREVIATED LEGAL DESCRIPTION:

LOTS 17-20 BLK 40 CITY ANACORTES

PTN TR 10 PLATE 10 TIDE & SHORELANDS

TAX PARCEL NUMBER(S):

P128019, 3772-040-020-0200, P55110 and P32953

RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

This Right of First Refusal to Purchase Real Estate is made on this the 24 day of may, 2018, by and between Felicity Eadon, Personal Representative of the Estate of Joy Werner, and Marilyn W. Derig, Manager of DMMD, LLC, a Washington Limited Liability Corporation, hereinafter referred to as the "SELLER," and Warren Potash, Trustee of the Potash Living Trust, and his/her assigns, hereinafter referred to as the "PURCHASER."

WHEREAS, Purchaser desires to obtain a right of first refusal or first option to purchase certain real estate owned by Seller; and

WHEREAS, Seller agrees to grant Purchaser a right of first refusal or first option to purchase real estate pursuant to the terms of this agreement; and

NOW, FOR AND IN CONSIDERATION of \$10.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I.

GRANT OF FIRST OPTION: The Seller does hereby grant unto the Purchaser the exclusive and irrevocable right, during the term of this agreement, of first refusal and first option to purchase, upon the terms and conditions hereinafter set forth, Seller's property situated in Skagit County, Washington, including without limitation the following described property:

Lots 17, 18, 19 and 20, Block 40, ORIGINAL PLAT OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington,

TOGETHER WITH the South Half of vacated alley abutting thereon; and Tract 10, "PLATE NO. 10, TIDE AND SHORE LANDS of Section 19, Township 35 North, Range 2 E., W.M., of Anacortes Harbor," according to the official map thereof on file in the office of the State Land Commissioner at Olympia, Washington.

Situate in the City of Anacortes, State of Washington

II.

EXERCISE OF FIRST OPTION: This right of first refusal or first option to purchase may only be exercised by Purchaser within fifteen (15) days from notification by Seller that Seller desires to sell the subject property. Seller is obligated to provide such notice to Purchaser prior to offering the subject property to a third party.

RIGHT OF FIRST REFUSAL

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III.

TERMS OF PURCHASE: If the Seller elects to sell and Purchaser desires to exercise his first refusal rights granted under the terms of this agreement, the terms of purchase shall be \$100 (one hundred dollars) more than any bona fide offer to purchase received by Seller from any third party.

IV.

TITLE: Within fifteen (15) days after the Purchaser has exercised his or her right of first refusal, the Seller shall deliver to the Purchaser a Certificate of Title or title abstract covering the property described in paragraph I above which shall reflect that marketable fee simple title to the subject property is vested in Seller and that same is insurable by a title insurance company licensed to do business in the State of Washington . Said Certificate or abstract shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations. Should said Certificate or Abstract reflect any other exceptions to the title unacceptable to Purchaser, Purchaser shall notify the Seller in writing of any defects within fifteen (15) days (the title review period) and the Seller shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Seller is unable to make the title acceptable to Purchaser within such reasonable time, it shall be the option of the Purchaser either to accept the title in its existing condition with no further obligation on the part of the Seller to correct any defect, or to cancel this Agreement. If this Agreement is thus cancelled, all money paid by the Purchaser to the Seller upon the execution of this Agreement or upon any extension shall be returned to the Purchaser, and this Agreement shall terminate without further obligation of either party to the other. If title is acceptable to Purchaser, the closing shall occur within fifteen (15) days after expiration of the "title review period." At closing Seller shall convey title to Purchaser by Warranty Deed subject only to exceptions acceptable to Purchaser.

VI.

OPTION OR FIRST REFUSAL MONEY: Upon execution of this agreement, Purchaser has paid unto Seller the sum of \$10.00 as "First Refusal or Option Money." The Option Money shall not be deducted from the purchase price of the property and is paid to Seller as consideration for and to make this agreement valid.

VII.

TERM AND EXTENSION: The term of this agreement shall be concurrent with the lease agreement between the Purchaser and the Seller, and may be extended to remain concurrent with any extension of the land lease agreement between the Purchaser and Seller.

VIII.

EXPENSES OF SALE: All costs and expenses of the sale including attorney's fees, recording fees, and any and other costs attributable to the preparation of the Warranty Deed, Title Certificate, abstract and any other closing documents shall be paid by purchaser.

RIGHT OF FIRST REFUSAL

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IX.

POSSESSION: Purchaser shall be entitled to possession of the property at closing.

X.

RIGHT OF ENTRY: Upon notification by Seller of his or her desire to sell and Purchaser's exercise of his or her first refusal, Purchaser shall be entitled to enter upon the property for the purpose of conducting soil tests, engineering studies, and surveys.

XI.

TAXES: Taxes shall be prorated as of the date of closing.

XII.

DEFAULT: This contract shall be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties hereto and upon default in any of the terms of this Agreement the defaulting party agrees to pay all costs of Court and a reasonable attorney's fee.

XIII

GOVERNING LAW: This agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 25 day of may, 2018.

SELLER: DMMD, LLC

By: Marilyn W. Derig
MARILYN W. DERIG/Manager

SELLER: THE ESTATE OF JOY WERNER

By: _____
FELICITY EADON, Personal Representative

PURCHASER: ~~THE POTASH LIVING TRUST~~

By: Warren Potash
WARREN POTASH, Trustee

Warren Potash
WARREN POTASH (Individually)

RIGHT OF FIRST REFUSAL

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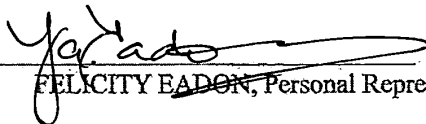
GOVERNING LAW: This agreement shall be governed by the laws of the State of Washington.

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SELLER: DMMD, LLC

By: _____
MARILYN W. DERIG, Manager

SELLER: THE ESTATE OF JOY WERNER

By: 
FELICITY EADON, Personal Representative

PURCHASER: THE POTASH LIVING TRUST

By: _____
WARREN POTASH, Trustee

WARREN POTASH (Individually)

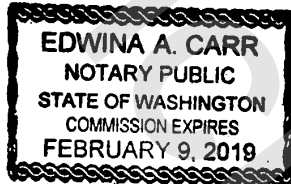
RIGHT OF FIRST REFUSAL

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STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that MARILYN DERIG is the person who appeared before me, and said person acknowledged that she signed the foregoing instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as Manager of DMMD, LLC, to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25 day of May, 2018.



(signature)

NOTARY PUBLIC in and for the state of
Washington, residing at Anacortes, WA
My commission expires: 2/9/19

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that FELICITY EADON is the person who appeared before me, and said person acknowledged that she signed the foregoing instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as Personal Representative of THE ESTATE OF JOY WERNER, to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2018.

(signature)

NOTARY PUBLIC in and for the state of
Washington, residing at _____, WA
My commission expires: _____

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that MARILYN DERIG is the person who appeared before me, and said person acknowledged that she signed the foregoing instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as Manager of DMMD, LLC, to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2018.

(signature)

NOTARY PUBLIC in and for the state of
Washington, residing at _____, WA
My commission expires: _____

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that FELICITY EADON is the person who appeared before me, and said person acknowledged that she signed the foregoing instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as Personal Representative of THE ESTATE OF JOY WERNER, to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of May, 2018.

(signature)

NOTARY PUBLIC in and for the state of PROVINCE OF B.C.
~~Washington~~, residing at NORM VANCOUVER, B.C., CANADA
My commission expires: n/a (permanent commission)

Kirsten Wharton
Barrister & Solicitor
Westcoast Wills & Estates
308 - 1200 Lonsdale Avenue
North Vancouver, BC V7M 3H6

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that WARREN POTASH is the person who appeared before me, and said person acknowledged that he signed the foregoing instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it, individually and as Trustee of the POTASH LIVING TRUST, to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25 day of may, 2018.



(signature)

NOTARY PUBLIC in and for the state of
Washington, residing at Anacortes, WA
My commission expires: 2/9/19

