



201807240008

07/24/2018 10:17 AM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

WHEN RECORDED RETURN TO:

Kevin Morse
430 Caledonia
LaConner, WA 98257

GUARDIAN NORTHWEST TITLE CO.

DOCUMENT TITLE(S):

Right of First Refusal

ACCOMMODATION RECORDING ONLY

115798

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

COPY

GRANTORS:

Bethany Fallon Econopouly and James Adam Perry, a married couple

GRANTEES:

Kevin Morse and Kirsten Morse, husband and wife

ABBREVIATED LEGAL DESCRIPTION:

Sec 22, Twn 36N, Rng 3E; Ptn S ½

TAX PARCEL NUMBER(S):

P118185 360322-3-007-0300

P113090 360322-0-003-0100

P113089 360322-3-007-0200

RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

This Right of First Refusal to Purchase Real Estate is made on this the 9 day of April, 2018, by and between **James Perry and Bethany Econopouly**, hereinafter referred to as the "SELLER" and **Kevin and Kirsten Morse**, 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 Sellers.

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.

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, WA**, Lot 3 Short Plat 97-069, including the following described property together with all improvements located thereon:

This is the legal description as of the most recent certification of the assessment roll. The Current Legal Description reflects any changes resulting from boundary modifications after certification.

Parcel 1: Skagit parcel P118185

Legal Description at time of Assessment:

This is the legal description as of the most recent certification of the assessment roll. The Current Legal Description reflects any changes resulting from boundary modifications after certification.

(26.4700 ac) (CONSERVATION EASEMENT AF#200002040102) CU F&A #142 AF#792153 1975: LOT 3 SHORT PLAT#97-069 AF#200002040101 EXCEPT THAT PORTION LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT OF THE CENTER LINE OF THE SECTION, 60 FEET NORTH OF THE SOUTH LINE; THENCE SOUTH 89-19-18 WEST PARALLEL WITH AND 60 FEET NORTH OF THE SOUTH LINE OF SW1/4 OF SAID SECTION 22, 377.55 FEET; THENCE NORTH 18-32-07 EAST, 197.47 FEET; THENCE NORTH 16-22-52 EAST, 770.92 FEET; THENCE NORTH 39-18-26 WEST, 92.03 FEET; THENCE NORTH 69-56-50 WEST, 318.69 FEET; THENCE NORTH 54-07-08 WEST, 630.62 FEET TO THE SOUTHEASTERLY LINE OF THE PLAT OF MORRISON'S ADDITION TO BLANCHARD AND END OF LINE DESCRIPTION. EXCEPT THE FOLLOWING DESCRIBED PORTION: THAT PORTION OF LOT 3 SHORT PLAT#97-0069 AF#200002040101 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE NORTH 52-34-10 WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, 224.95 FEET TO THE WESTERLY CORNER OF SAID LOT 1; THENCE SOUTH 10-39-25 EAST, 200.39 FEET; THENCE SOUTH 64-19-30 EAST, 63.10

for 4/9/18 *Ken 4/9/18*

AP 4/10/18
BFE 4/10/18

FEET; THENCE NORTH 44-05-40 EAST, 121.76 FEET TO THE POINT OF BEGINNING.

Parcel 2: Skagit parcel # P113090

Legal Description at time of Assessment:

This is the legal description as of the most recent certification of the assessment roll. The Current Legal Description reflects any changes resulting from boundary modifications after certification.

(CONSERVATION EASEMENT) C/U O/S AF#9907130002 2000 TRANS FROM O/S AF#142 AF#792153 1975: A PORTION OF THE SE1/4 AND THE SW1/4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE SW1/4 SE1/4 OF SAID SECTION 22; THENCE SOUTH 45-36-37 EAST ALONG THE DIAGONAL LINE BETWEEN THE NW CORNER AND THE SE CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 22, 712.36 FEET; THENCE SOUTH 33-37-15 EAST, 239.59 FEET; THENCE SOUTH 44-20-58 EAST, 298.72 FEET; THENCE SOUTH 28-26-30 EAST, 332.21 FEET; THENCE SOUTH 55-00-52 WEST, 89.85 FEET TO A POINT LYING 60 FEET NORTH (AS MEASURED PERPENDICULAR) OF THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 22; THENCE NORTH 89-18-20 WEST PARALLEL WITH AND 60 FEET NORTHERLY OF THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 22, 594.88 FEET; THENCE NORTH 00-41-40 EAST, 209 FEET; THENCE NORTH 89-18-20 WEST, 209 FEET; THENCE SOUTH 00-41-40 WEST, 209 FEET; THENCE NORTH 89-18-20 WEST PARALLEL WITH AND 60 FEET NORTHERLY OF THE SOUTH LINE OF SAID SE1/4 OF SECTION 22, 121.59 FEET; THENCE SOUTH 89-19-18 WEST PARALLEL WITH AND 60 FEET NORTH OF THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 22, 377.55 FEET; THENCE NORTH 18-32-07 EAST, 197.47 FEET; THENCE NORTH 16-22-52 EAST, 770.92 FEET; THENCE NORTH 39-18-26 WEST, 92.03 FEET; THENCE NORTH 69-56-50 WEST, 318.69 FEET; THENCE NORTH 54-07-08 WEST, 630.62 FEET TO THE SOUTHEASTERLY LINE OF THE PLAT OF MORRISON'S ADDITION TO BLANCHARD; THENCE NORTH 44-10-19 EAST ALONG THE SOUTHEASTERLY LINE OF SAID MORRISON'S ADDITION TO BLANCHARD, 189.36 FEET TO THE CENTERLINE OF MCELROY SLOUGH AS IT EXSISTED ON OCTOBER 1, 1997; THENCE CONTINUING SOUTHEASTERLY ALONG THE EXSISTING CENTERLINE OF MCELROY SLOUGH THE FOLLOWING COURSES; THENCE SOUTH 66-47-18 EAST, 121.90 FEET; THENCE SOUTH 29-31-40 EAST, 89.45 FEET; THENCE SOUTH 16-41-59 EAST, 107.47 FEET; THENCE SOUTH 32-27-38 EAST, 84.10 FEET; THENCE SOUTH 57-49-46 EAST, 82.13 FEET; THENCE SOUTH 70-51-35 EAST, 66.90 FEET TO THE NORTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 22; THENCE

[Signature] 4/9/18

KLW 4/9/18

[Signature] 4/10/18

BFE 4/10/18

NORTH 89-52-25 EAST ALONG THE NORTH LINE OF THE SE1/4 SW1/4 OF SECTION 22, 459.41 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT FOLLOWING DESCRIBED PORTION OF THE ABOVE DESCRIBED: BEGINNING AT THE SE CORNER OF THE SE1/4 SW1/4; THENCE SOUTH 89-19-18 WEST PARALLEL WITH AND 60 FEET NORTH OF SOUTH LINE OF SE1/4 SW1/4, 377.55 FEET; THENCE NORTH 18-32-07 EAST, 187.47 FEET; THENCE NORTH 16-22-52 EAST, 770.92 FEET; THENCE NORTH 39-18-26 WEST, 92.03 FEET; THENCE NORTH 69-56-50 WEST, 318.69 FEET; THENCE NORTH 54-07-08 WEST TO NORTH LINE OF SE1/4 SW1/4; THENCE EAST ALONG SAID NORTH LINE TO NE CORNER OF SE1/4 SW1/4; THENCE SOUTH ALONG EAST LINE OF SE1/4 SW1/4 TO POINT OF BEGINNING.

Parcel #3: Skagit parcel #P113089

Legal Description at time of Assessment:

This is the legal description as of the most recent certification of the assessment roll. The Current Legal Description reflects any changes resulting from boundary modifications after certification.

C/U O/S AF#9907130002 2000 TRANS FROM F&A O/S#142 AF#792153 1975: THAT PORTION SE1/4 SW1/4 DEFINED AS FOLLOWS: BEGINNING AT THE SE CORNER OF THE SE1/4 SW1/4; THENCE SOUTH 89-19-18 WEST PARALLEL WITH AND 60 FEET NORTH OF SOUTH LINE OF SE1/4 SW1/4, 377.55 FEET; THENCE NORTH 18-32-07 EAST, 187.47 FEET; THENCE NORTH 16-22-52 EAST, 770.92 FEET; THENCE NORTH 39-18-26 WEST, 92.03 FEET; THENCE NORTH 69-56-50 WEST, 318.69 FEET; THENCE NORTH 54-07-08 WEST TO NORTH LINE OF SE1/4 SW1/4; THENCE EAST ALONG SAID NORTH LINE TO NE CORNER OF SE1/4 SW1/4; THENCE SOUTH ALONG EAST LINE OF SE1/4 SW1/4 TO POINT OF BEGINNING.II.

Jan 4/9/18

KLM 4/9/18

4/10/18

RFE 4/10/18

II.

EXERCISE OF FIRST OPTION: This right of first refusal or first option to purchase may only be exercised by Purchaser within ten (10) days from notification by Seller that Seller desires to sell the subject property or at any time initiated by the buyer. Seller is obligated to provide such notice to Purchaser prior to offering the subject property to a third party.

III.

TERMS OF PURCHASE: In the event 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 as follows:

a) If executed on or before December 31, 2018, \$ 175, 000 cash payable at closing, or b)

If executed between January 1, 2019-December 31, 2019, \$182,000 cash payable at closing or b)

Am 4/9/18 *RLM* 4/9/18

JP 4/10/18
BFE 4/10/18

If executed between January 1, 2020 through December 31, 2020,
\$189,280 cash payable at closing or b)

OR

b) \$1.00 more than any bona fide offer to purchase received by Seller
from any third party, whichever is higher.

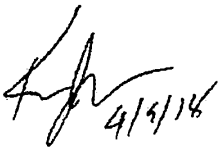
IV.

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.

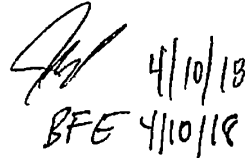
V.

TERM AND EXTENSION: The term of this agreement shall be termination on December 31, 2020. This agreement may be extended if agreeable terms are met at the time of renegotiation.

VI.

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


VII.

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

VIII.

LEASE AGREEMENTS: Lease proceeds shall be prorated as of the date of closing and paid by Seller to Purchaser.

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

 4/10/18

Bethany Early [✓] SELLER(S) 4/10/18
Lauri Moe 4/9/18

PURCHASER(S)
Lauri Moe 4/9/18

STATE OF Washington

COUNTY OF Skagit