


FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Janet I. McDuffie
113 Lummi Dr.
LaConner, WA 98287


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03/12/2021 11:06 AM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

FIRST RIGHT OF REFUSAL

Grantor (s): JANET I. McDUFFIE,
Trustee of the PATRICK N. AND JANET I.
McDUFFIE JOINT LIVING TRUST DATED
MARCH 15, 2000

Grantee (s): RENÈ POE HULBERT,
a married woman, as her separate property

Additional Grantor(s) on page(s):
Additional Grantee(s) on page(s):

Abbreviated Legal: Lot #113, "REVISED MAP OF SURVEY OF
SHELTER BAY DIV. 2 Tribal and Allotted Lands
of Swinomish Indian Reservation"

Additional Legal on page(s): 1 & 2
Assessor's Tax Parcel No.: 5100-002-113-0000 / P128984

This is an option, a first right of refusal, given this 11th day of March, 2021, to RENÈ POE HULBERT, a married woman, as her separate property, Grantee (referred to hereinafter as "Hulbert"), by JANET I. McDUFFIE, as Trustee of the PATRICK N. and JANET I. McDUFFIE JOINT LIVING TRUST DATED MARCH 15, 2000, Grantor (referred to hereinafter as "McDuffie Trust").

A. The McDuffie Trust owns real property in Skagit County, Washington. Said real property is legally described as follows (hereinafter the "Property"):

Lot #113, "REVISED MAP OF SURVEY OF SHELTER BAY DIV.

2 Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded March 17, 1970, in Volume 43 of official records, pages 833 through 838, under Auditor's File No. 737013, records of Skagit County, Washington.

Situate in Skagit County, Washington,

which Property is identified by Skagit County Assessor's parcel number P128984 and tax account number 5100-002-113-0000.

B. The McDuffie Trust has agreed to grant a right of first refusal on the Property in consideration of love and affection, and for no monetary consideration or assumption of debt.

NOW, THEREFORE, the parties hereto agree as follows:

1. If the McDuffie Trust Receives an Offer. The McDuffie Trust hereby grants to Hulbert, a right of first refusal on the Property. In the event the McDuffie Trust receives and desires to accept an offer on the Property, the McDuffie Trust shall immediately give notice to Hulbert of the terms of the offer whereupon Hulbert shall have thirty (30) days within which to accept or reject said terms by giving written notice to the McDuffie Trust, and paying any earnest money specified in the offer. If Hulbert does not give such notice of intent to accept the terms of the third party offer, then Hulbert's right of first refusal shall terminate and the McDuffie Trust shall be free to sell the Property to the third party. If Hulbert gives such notice of intent to purchase the Property, then the McDuffie Trust shall sell the Property to Hulbert on the terms specified in said offer. The McDuffie Trust, upon providing notice of exercise of this right from Hulbert, shall open escrow with Land Title Company of Skagit County, or such other title company as the McDuffie Trust may desire, and Hulbert must close the purchase of the Property within ninety (90) days of notice by Hulbert of acceptance.

2. Termination of this Right of Refusal if Hulbert Doesn't Perform. In the event Hulbert provides notice to the McDuffie Trust that Hulbert declines to match the offer, then this right of first refusal shall terminate. If the McDuffie Trust does not sell the Property to the initial offeror within one hundred eighty (180) days, or if another offer is made on the Property, then the Property shall again be subject to the terms of this right of first refusal.

3. Closing if Hulbert Performs. The parties agree to execute such documents as may be necessary to consummate the transaction, including, but not limited to, standard escrow instructions from Land Title Company of Skagit County, or from such other title company as the McDuffie Trust may choose.

4. Where to Send Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered when received by the addressee at its/their address set forth below, or at such other address as such party may have specified:

McDuffie Trust: c/o Janet McDuffie or her Successor Trustee
113 Lummi Drive
LaConner, WA 98257

Hulbert: René Poe Hulbert
385 Snoqualmie Drive
LaConner, WA 98257

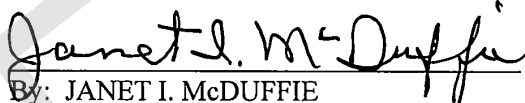
5. Construction.


a) All provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

b) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

The undersigned hereby acknowledge that they have carefully read this Agreement, understand the same, and accept the terms hereof.

THE PATRICK N. AND JANET I. McDUFFIE
JOINT LIVING TRUST DATED MARCH 15, 2000


By: JANET I. McDUFFIE
Its: Trustee

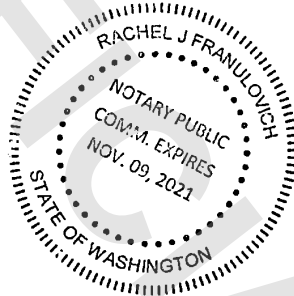

RENÉ POE HULBERT, a married woman,
as her separate property

(acknowledgments follow)

State of Washington)
) ss
 County of Skagit

I certify that I know or have satisfactory evidence that JANET I. McDUFFIE 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 the instrument and acknowledged it as the Trustee of THE PATRICK N. AND JANET I. McDUFFIE JOINT LIVING TRUST DATED MARCH 15, 2000, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: march 11, 2021.



Rachel J.
 (Signature)
 NOTARY PUBLIC
 RACHEL FRANULOVICH

Print Name of Notary
 My appointment expires: 11-09-21

State of Washington)
) ss
 County of Skagit

I certify that I know or have satisfactory evidence that RENÈ POE HULBERT is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: march 11, 2021.



Rachel J.
 (Signature)
 NOTARY PUBLIC
 RACHEL FRANULOVICH

Print Name of Notary
 My appointment expires: 11-09-21