

WHEN RECORDED RETURN TO:

CHMELIK SITKIN & DAVIS P.S.
1500 RAILROAD AVENUE
BELLINGHAM, WA 98225



200810090002

Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

131024 PE

RIGHT OF FIRST OPPORTUNITY TO PURCHASE

This **RIGHT OF FIRST OPPORTUNITY TO PURCHASE** is entered into this 9 day of SEPTEMBER, 2008 by and between **SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 2** ("Grantor") and **NICK CECOTTI** ("Grantee").

WHEREAS, pursuant to the Purchase and Sale Agreement dated September 9, 2008, Grantor purchased certain real property from the Grantee located at 15195 State Route 536, Mount Vernon, Washington, 98273 identified herein as the Property and legally described as follows:

LOT 1, SKAGIT COUNTY SHORT PLAT NO. PL-08-0093, AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200807250063, AND BEING A PORTION OF THE SW ¼ OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

TAX PARCEL NO. P-21348

WHEREAS, in partial consideration for the Purchase of the Property, Grantor promised to grant Grantee a Right of First Opportunity to Purchase the Property under the terms and conditions contained herein.

NOW THEREFORE, the parties hereto agree as follows:

1. **First Opportunity to Purchase.** In the event that Grantor wishes to sell the Property, Grantor shall notify Grantee in writing of its desire to do so. Grantor and Grantee shall enter into good faith negotiations in an attempt to negotiate mutually agreeable terms and conditions of sale, and to negotiate and execute a Purchase and Sale Agreement. However, the parties hereby agree that the purchase price shall be Thirty Thousand Dollars (\$30,000) plus the cost of any improvements placed on the Property by the Grantor. In the event that the parties are unable to agree on terms and enter into a Purchase and Sale Agreement within thirty (30) days of the Grantee's receipt of the Grantor's notice, then this First Opportunity to Purchase shall automatically terminate and the Grantor may market the Property to third parties.

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1.1 Grantor shall be responsible for tracking the cost(s) of any and all improvements placed on the Property during the term of this Right of First Opportunity to Purchase.

2. **Term.** This Right of First Opportunity to Purchase shall automatically terminate on the earlier of (i) January 1, 2025, or (ii) the failure of the parties to enter into a Purchase and Sale Agreement within thirty (30) days of Grantee's receipt of Grantor's notice of intent to sell the Property as provided in Section 1 above.

3. **Further Acts.** The parties agree to reasonably cooperate with each other to execute any documents necessary to effect the agreement herein.

4. **Survivability.** All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

5. **Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Grantor: Michael L MADWAY
15908 McLEAN RD
Mt Vernon, WA 98273

Grantee: *[Signature]*

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

6. **Amendment.** No modification, termination or amendment of this Right of First Opportunity to Purchase may be made except by written agreement signed by all parties, except as provided herein.

7. **Recording.** Grantee, at Grantee's sole cost and expense, may record this Right of First Opportunity to Purchase with the Skagit County Auditor's Office. In the event that Grantor notifies Grantee of Grantor's intent to sell the Property and the parties are unable to negotiate and enter into a Purchase and Sale Agreement for the Property within thirty (30) days of such notice, then either Grantor or Grantee (with or without the acknowledgement of the other party) may record a Notice of Termination of this Right of First Opportunity to Purchase with the Skagit County Auditor's Office.

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8. **Captions.** The captions of this Right of First Opportunity to Purchase are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Right of First Opportunity to Purchase.

9. **Severability.** In case any one or more of the provisions contained in this Right of First Opportunity to Purchase shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Right of First Opportunity to Purchase shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. **Neutral Authorship.** Each of the provisions of this Right of First Opportunity to Purchase has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Right of First Opportunity to Purchase in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Right of First Opportunity to Purchase.

11. **Governing Law.** This Right of First Opportunity to Purchase, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Skagit County, Washington.

12. **Time of Performance.** Time is specifically declared to be of the essence of this Right of First Opportunity to Purchase and of all acts required to be done and performed by the parties hereto.

13. **Entire Agreement.** The entire agreement between the parties with regards to the right of first opportunity to purchase granted by the Grantor to the Grantee is contained in this Right of First Opportunity to Purchase, and this Right of First Opportunity to Purchase supersedes all of their previous understandings and agreements, written and oral, with respect to thereto. This Right of First Opportunity to Purchase may be amended only by written instrument executed by the parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Right of First Opportunity to Purchase as of the day and year first above written.

GRANTOR:

GRANTEE:

Skagit County Fire Protection
District No. 2


By: Michael L. MADLUGA


Nick Cecotti

Its: *Commissioner Chairman*
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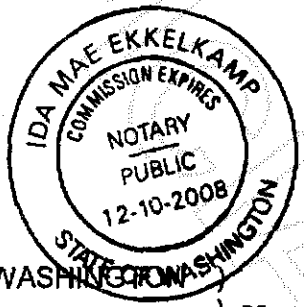
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me **Nick Cecotti** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of September, 2008.

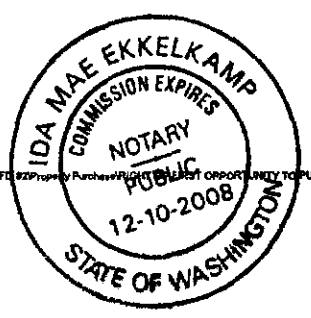


Ida Mae Ekkelkamp
Print Name: Ida Mae Ekkelkamp
NOTARY PUBLIC in and for the
State of Washington, residing at Mount Vernon

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me **Michael L. Madlung**, to me known to be the Commissioner Chair of Skagit County Fire Protection District No. 2, and on oath verified that he was authorized to execute this document on behalf of the District for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of September, 2008.



Ida Mae Ekkelkamp
Print Name: Ida Mae Ekkelkamp
NOTARY PUBLIC in and for the
State of Washington, residing at Mount Vernon

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