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Skagit County Auditor

ACCOMMODATION
RECORDING ONLY
Land Title and Escrow

WHEN RECORDED RETURN TO:

MORGAN M. FOX
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 DUPONT STREET
BELLINGHAM, WA 98225

Document Title:	Right of First Refusal
Grantor/borrower:	Raymond JR. Koenig and Marilyn L. Koenig, husband and wife
Grantee/assignee/beneficiary:	Joshua Bavaro and Lindsey Bavaro, husband and wife
Legal Description:	Lot 3 Short Plat #PL08-0236 recorded under Skagit County Auditor No. 200811100139
Assessor's Tax Parcel ID#:	360404-0-007-0400 / P127833 ; 360404-0-007-0003 / P48814

RIGHT OF FIRST REFUSAL

THE UNDERSIGNED, RAYMOND JR. KOENIG and MARILYN L. KOENIG, husband and wife, ("Grantor"), hereby grants to JOSHUA BAVARO and LINDSEY BAVARO, husband and wife, ("Grantee"), a right of first refusal to purchase certain real property situated in Skagit County, Washington, referred to herein as the "Property", and which is more particularly described, as follows:

See attached Schedule 1

In the event Grantor accepts an offer from any person or entity to purchase the Property or any part thereof (hereinafter "Third-Party Offer"), then Grantor shall give written notice of such offer to Grantee within five (5) days of receipt of Third-Party Offer. The notice shall include a copy of the Third-Party Offer. Grantee shall have ten (10) days from the day notice is given to exercise this Right of First Refusal. This Right of First Refusal shall be exercised by giving written notice to Grantor within the time required. Upon exercise of this Right of First Refusal by Grantee, Grantor shall be obligated to sell, and Grantee shall be obligated to purchase the Property described in the Third-Party Offer at the price and pursuant to the terms contained in the Third-Party Offer; provided, Grantee shall have at least thirty (30) days from the date of exercise of the Right of First Refusal to close the purchase of the Property.

In the event Grantee does not exercise the Right of First Refusal, then Grantor shall be free to sell the Property to the purchaser named in the Third-Party Offer, in accordance with the terms and conditions of the Third-Party Offer.

If the Third-Party Offer fails to close then this Right of First Refusal shall apply to any subsequent transactions in the same manner as if the offer had never been made.

If Grantee does not exercise the Right of First Refusal, then upon request from Grantor, Grantee shall sign an instrument in recordable form that will remove this Right of First Refusal from the Property title.

In the event either of the parties institutes suit to enforce this Agreement hereunder, the successful party shall be entitled to court costs and reasonable attorney's fees against the losing party.

In the event either party breaches this Agreement, then the non-breaching party shall have the right to pursue any remedy available in law or in equity, including damages and/or specific performance.

This Right of First Refusal may not be assigned by Grantee without Grantor's prior written consent, which consent shall not be unreasonably withheld.

All notices or demands to be given by each party to the other under this Agreement and all sums to be paid by each party shall be delivered personally or deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested, and addressed as follows:

GRANTOR:

Raymond Jr. and Marilyn Koenig
844 Peterson Rd.
Burlington, WA 98233

GRANTEE:

Joshua and Lindsey Bavaro
162 Polo Park Dr.
Bellingham, WA 98229

Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

DATED this 17th day of October, 2018.

GRANTOR

Raymond Koenig Jr
RAYMOND JR. KOENIG

Marilyn L Koenig
MARILYN L. KOENIG

GRANTEE

[Signature]
JOSHUA BAVARO

[Signature]
LINDSEY BAVARO

STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAGIT)

On this 17th day of October 2018, before me personally appeared RAYMOND JR. KOENIG and MARILYN L. KOENIG, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

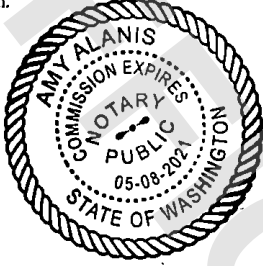


[Signature]
PRINTED NAME: MICHAEL ERICKSON
Notary Public in and for the State of Washington,
residing at BURLINGTON
My commission expires: 11-17-20

STATE OF WASHINGTON)
)
)
)
COUNTY OF SKAGHT) ss.

On this 11th day of October 2018, before me personally appeared JOSHUA BAVARO and LINDSEY BAVARO, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
PRINTED NAME: Amy C. Alanis
Notary Public in and for the State of Washington,
residing at: Billyham
My commission expires: 5-8-2021

Schedule 1

LEGAL DESCRIPTIONS

P127833

A PORTION OF LOT 3 SHORT PLAT#PL08-0236 AF#200811100139 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 4, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.; THENCE S 89 DEGREES 34'50" E ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 8.88 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 39 DEGREES 34'50" E, A DISTANCE OF 142.63 FEET; THENCE N 00 DEGREES 29'22" E, A DISTANCE OF 75.00 FEET; THENCE N 45 DEGREES 29'22" E, A DISTANCE OF 56.57 FEET; THENCE S 89 DEGREES 30'39" E, A DISTANCE OF 44.40 FEET; THENCE N 09 DEGREES 49'19" E, A DISTANCE OF 113.06 FEET; THENCE N 89 DEGREES 34'50" W, A DISTANCE OF 245.64 FEET; THENCE S 00 DEGREES 25'10" W, A DISTANCE OF 226.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

P48814

(DFL-2015) C/UTRTMB#8-2008 AF#200908140131 2010 Transfer from CF-75 & DF-87 LOT 3 SHORT PLAT#PL08-0236 AF#200811100139 EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 4, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.; THENCE S 89 DEGREES 34'50" E ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 8.88 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 39 DEGREES 34'50" E, A DISTANCE OF 142.63 FEET; THENCE N 00 DEGREES 29'22" E, A DISTANCE OF 75.00 FEET; THENCE N 45 DEGREES 29'22" E, A DISTANCE OF 56.57 FEET; THENCE S 89 DEGREES 30'39" E, A DISTANCE OF 44.40 FEET; THENCE N 09 DEGREES 49'19" E, A DISTANCE OF 113.06 FEET; THENCE N 89 DEGREES 34'50" W, A DISTANCE OF 245.64 FEET; THENCE S 00 DEGREES 25'10" W, A DISTANCE OF 226.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.