

Recorded at request of and after
Recording, return to:

Richard E. Gifford PLLC
23901 Edmonds Way
Edmonds, WA 98026

CHICAGO TITLE
500094395

Grantor:	1) Kaylee Renee Richwine	2) Robert Paul Richwine
Grantee:	1) Frank W. Ogden, Trustee	2) Carol W. Ogden, Trustee
Legal Description (abbreviated):	Lt 57, Blk 2 Lake Cavanaugh Sub Div 1 and 2 nd Class Shrlnds owned by St of WA adjacent thereto (Full legal description below)	
<input type="checkbox"/> Additional on : Pgs 1-2		
Assessor's Tax Parcel No:	P66395; XrefID 3937-002-057-0000	
Reference Nos. of Documents Released or Assigned:	None	

FIRST RIGHT OF PURCHASE AGREEMENT

This First Right of Purchase Agreement ("Agreement") is entered into by and between KAYLEE RENEE RICHWINE and ROBERT PAUL RICHWINE, wife and husband, and FRANK W. OGDEN and CAROL W. OGDEN, husband and wife, as Trustees of the Frank and Carol Ogden Revocable Trust dated September 2, 2014 ("Seller"), as of the last date of execution of this Agreement by a party set forth below (the "Effective Date"). In consideration of their respective covenants and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Seller agree as follows:

1. Purchase and Sale of Property; Application of Discount. Owner has purchased from Seller and Seller has sold to Owner certain improved real property commonly known as 34265 N. Shore Drive, Mount Vernon, Washington, legally described as follows (the "Property"):

Lot 57, Block 2, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 1", according to the plat thereof, recorded in Volume 5 of Plats, Pages 37 to 43, inclusive, records of Skagit County, Washington.

TOGETHER WITH: Shorelands of the second class situate in front of, adjacent to or abutting upon Lot 57, Block 2, Lake Cavanaugh Subdivision, Division No.1, a recorded plat in Government Lot 4, Section 26, Township 33 North, Range 6 East, W.M., with a frontage of 0-.91 lineal chain, more or less.

Situate in Skagit County, Washington

The parties acknowledge, affirm, and agree that Seller sold the Property to Owner at a discount (the "Discount") of One Hundred Forty Thousand and no/100ths Dollars (\$140,000.00), contingent upon Owner retaining title to the Property for at least ten (10) years after the date of this Agreement (the "Hold Period"). Kaylee Renee Richwine is the granddaughter of Frank W. Ogden. Subject to the other terms and conditions of this Agreement, should Owner sell, or otherwise transfer title to, the Property to any third party prior to expiration of the Hold Period, Owner shall forfeit, and lose the benefit of, the Discount, the full amount of which either (a) shall be credited to and applied for the benefit of any such third party who is a Family Buyer, as hereafter defined, or, (b) shall otherwise be paid by Owner to Seller immediately upon such transfer of title. If, however, Owner remains in title to the Property throughout the Hold Period, the Discount shall be deemed fully earned by Owner, shall no longer be in any manner contingent or subject to loss, payment, or transfer by Owner, and Owner shall thereafter retain the full benefit thereof under any and all circumstances.

2. First Right of Purchase. Prior to expiration of the Hold Period, Owner shall not list, advertise, offer for sale, sell, dispose of, or otherwise transfer title to, the Property, without first offering it for sale to each of the following children and grandchildren of Frank W. Ogden who are then living (individually, an "Offeree", and collectively, the "Offerees"), subject to and in accordance with the other terms of this Agreement:

William Frank Ogden (son), 47 Whittier Road, Merrimack, NH 03054

Wesley Paul Ogden (son), 34275 N. Shore Drive, Mt. Vernon, WA 98274

Ronda Kay Davies (daughter), 2341 Western Place, Tucson, AZ 85713

Holly Marie Ogden Cortez (grandchild), 1213 - 223rd St. SW, Bothell, WA 98021

Sara Michelle Ogden (grandchild), 47 Whittier Rd., Merrimack, NH 03054

Matthew Kent Ogden (grandchild), 47 Whittier Rd., Merrimack, NH 03054

Owner shall extend any such offer by written notice (a "Sale Notice"), and on identical terms and conditions, to each Offeree, by certified mail, return receipt requested, or by confirmed overnight delivery to the respective addresses listed above (or to such different address for notice as previously may have been provided to Owner in writing by any Offeree). Owner shall simultaneously provide a copy of the Sale Notice to Seller. The Sale Notice shall specify the price and all other material terms and conditions on which the Property is offered for sale by Owner, including the right of any Offeree purchasing the Property to assume the Promissory Note executed by Owner in Seller's favor at the time of Owner's purchase of the Property, and the Deed of Trust securing such Promissory Note, on the

same terms and conditions specified in such instruments. Further, the Sale Notice shall stipulate that any such Offeree purchasing the Property will receive a credit toward the purchase price to be paid at closing in the full amount of the Discount. Each Offeree shall be afforded not less than sixty (60) days after the mailing or delivery date of the Sale Notice (the "Option Period") to notify Owner in writing by certified mail to the Property address or such other address as Owner may specify in the Sale Notice, of such Offeree's acceptance of the offer on the terms and conditions stated therein (a "Purchase Election"). A copy of any Purchase Election received by Owner shall be supplied promptly to Seller. Only qualifying and timely Purchase Elections ("Valid Offers") will be considered.

If Owner receives a single Valid Offer in response to a Sale Notice, Owner and the submitting Offeree shall complete arrangements for the sale and purchase of the Property.

If Owner receives more than one Valid Offer in response to a Sale Notice, Frank W. Ogden and Carol W. Ogden, Trustees, or the survivor of them, shall select the Offeree who will be allowed to purchase the Property, and shall confirm such selection in writing to Owner and to all Offerees who submitted Valid Offers. If neither of Frank W. Ogden nor Carol W. Ogden survive, or should they elect by written notice to Owner to surrender their right to make such selection, then Owner shall make such selection and confirm the same in writing as specified above.

Any Offeree who purchases the Property from Owner under the preceding terms is referred to herein as a "Family Buyer", and shall be subject to and bound by any and all applicable terms and conditions of this Agreement. Should such Family Buyer thereafter sell the Property within the Hold Period, the full amount of the Discount (which was credited to the Family Buyer at the time of such purchase) shall be paid by the Family Buyer to Seller upon closing of such sale, regardless of whether the purchaser is an Offeree or not. Further, upon completion of any sale of the Property to a Family Buyer, such Family Buyer shall become a party to this Agreement, and Owner shall cease to be a party hereto (but shall remain obligated to perform any previously accruing duties and entitled to receive any previously accruing benefits hereunder).

If Owner receives no Valid Offer(s) in response to a Sale Notice, Owner may proceed to market and sell the Property to any purchaser, on such terms and conditions as are acceptable to Owner; provided that, if any such sale occurs before expiration of the Hold Period, the full amount of the Discount shall be paid to Seller immediately upon closing.

3. Term. This Agreement shall terminate automatically upon expiration of the Hold Period, unless extended by mutual written agreement of the parties, subject to complete and satisfactory performance of any and all obligations of the parties accruing during the Hold Period and remaining unfulfilled.

4. Miscellaneous.

A. Parties Bound. This Agreement is binding upon, and inures to the benefit of, the parties hereto, and their respective heirs, and permitted assigns. However, no rights or interests under this Agreement may be assigned without the written consent of all parties.

B. Time of Essence. Time is of the essence in this Agreement. Any period of time specified herein will expire at 9:00 p.m. of the last calendar day of the specified period of time, unless the last such day is a Saturday, Sunday or legal holiday (under state law), in which event the specified period of time will be deemed to expire at 9:00 p.m. of the next business day.

C. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and will not be varied, amended, or superseded except by a written agreement, signed by all parties hereto.

D. Costs and Fees. In the event of any default or dispute hereunder, the non-defaulting party or the prevailing party, as the case may be, will be reimbursed by the other party for all costs and expenses, including without limitation, reasonable attorneys' fees, incurred in connection therewith, whether or not an arbitration, trial or other formal proceedings are initiated. The parties will endeavor in good faith to resolve any disputed matter hereunder by direct negotiation and/or non-binding mediation, before resorting to more formal dispute resolution processes such as arbitration or litigation.

E. Cooperation. Each party will promptly execute and deliver, or cause to be executed and delivered, such additional and further instruments, documents or assurances, and will promptly do or cause to be done all such other acts, as may be reasonably necessary or advisable in order to effect the transaction contemplated by this Agreement.

F. Interpretation of Agreement. In connection with the negotiation and preparation of this Agreement, and in all matters related to the transaction contemplated by this Agreement, each party has had ample opportunity to consult independent and qualified legal counsel. Accordingly, all terms herein will be interpreted according to their plain meaning, without construing any terms for or against any party due to its participation or lack of participation in the drafting of this Agreement. This Agreement will construed and enforced in accordance with the laws of the State of Washington.

G. Delivery of Notices. Except as otherwise expressly provided herein, any notice or other communication given or required hereunder to any of the parties hereto shall be in writing and may be given by delivery, or sent by E-mail with receipt confirmation from the recipient requested, or if postal services and deliveries are then operating, mailed by certified mail to such party at its address set out below or at such other address as such party may have designated by notice so given to the other parties hereto.

to Seller, at:

620 – 124th Street SW, Unit 17
Everett, WA 98204
E-mail: frankcarlogden@gmail.com

to Owner, at:

34265 N. Shore Drive
Mount Vernon, WA 98274
E-mail: kprichwine1987@gmail.com

Ogden-Richwine Lk.Cav.Cabin,FirstRight

Any notice or other communication shall be deemed to have been given, if delivered, on the date of delivery, or if sent by email with return receipt requested, on the business Day (not a Saturday, a Sunday, or a national holiday) next following the date of sending, or if mailed by certified mail, on the third business Day following the date of the mailing if postal service and deliveries are then operating.

This Agreement has been signed and is effective as of the last date of execution hereof by a party (the "Effective Date").

Owner:

Kaylee Renee Richwine
Kaylee Renee Richwine Date 01/08/2020

Robert Paul Richwine
Robert Paul Richwine Date 01/08/2020

Seller:

Frank W. Ogden
Frank W. Ogden, as Trustee of the Frank and Carol Ogden Revocable Trust dated September 2, 2014 Date 1-3-20

Carol W. Ogden
Carol W. Ogden, as Trustee of the Frank and Carol Ogden Revocable Trust dated September 2, 2014 Date 1-3-20

STATE OF WASHINGTON

COUNTY OF Snohomish

ss.

This record was acknowledged before me on January 8, 2020, by Kaylee Renee Richwine and Robert Paul Richwine.

<p>SCOTT A. SAYLER Notary Public State of Washington My Appointment Expires Nov 30, 2020</p>	<p><u>Scott A. Sayler</u> Printed Name NOTARY PUBLIC in and for the State of Washington, residing at <u>Everett, WA.</u> My Commission Expires <u>11/30/20</u></p>
--	--

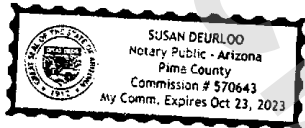
[Additional notarial acknowledgement appears on following page]

UNRECORDED DOCUMENT

^{SD}
Arizona
STATE OF WASHINGTON
COUNTY OF PIMA

ss.

This record was acknowledged before me on January 03, 2020 by Frank W. Ogden and Carol W. Ogden, as Trustees of The Frank and Carol Ogden Living Trust dated September 2, 2014.



Susan Deurloo
Printed Name
Susan Deurloo
NOTARY PUBLIC in and for the State of AZ
~~Washington~~, residing at
Pima County
My Commission Expires
10/23/23