

**Big Cacapon Bubbling Spring Camp LLC**  
**P O Box 238**  
**Capon Bridge WV 26711**

**RIGHT OF FIRST REFUSAL**

Pursuant to paragraph 4 of your Lease Agreement, in the event a Lessee should receive a written bona fide offer, acceptable to Lessee, to purchase the personal property/cabin on the campsite during the term of the lease, prior to accepting that offer, the Lessee must give this notice to the Lessor and provide the Lessor with the right to purchase the personal property upon the same terms and conditions as those set forth in the offer. **NOTE: Do not complete this form until you have received a written offer to purchase.** Lessor has the option to purchase during a period which is thirty (30) days after the Lessor receives this Right of First Refusal form, fully completed, and having attached to this form a copy of the offer which the Lessee has received in writing from a third party to purchase the personal property/cabin. During this thirty (30) day period, Lessor will advise the Lessee as to whether Lessor will purchase the personal property on these same terms. If Lessor elects to purchase the personal property, then the Lessor will have thirty (30) days thereafter or such longer period as may be set forth in the offer from the third party, within which to consummate the purchase. If Lessor chooses not to exercise its right of first refusal, then prior to concluding the sale, the Lessee's purchaser must make application to lease the campsite from the Lessor and be approved to do so by the Lessor. **If Lessor chooses not to purchase, do not close on the sale of the personal property with your purchaser until after such application to lease is made and approved by the Lessor.**

**YOU MUST FULLY COMPLETE THIS FORM**

Lessee (s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-Mail \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Campsite consists of the following Lot(s): Lot(s)# \_\_\_\_\_, Section \_\_\_\_\_

911 Address, if known: \_\_\_\_\_

Personal Property Tax for current year \$ \_\_\_\_\_.

My water valve cut off is located \_\_\_\_\_, with no evidence of leak.

My public Health Permit for my septic is # \_\_\_\_\_. Date of last pumping of septic tank was \_\_\_\_\_.

My Electric is \_\_\_\_\_ amps. Meter # \_\_\_\_\_. The last bill paid was \$ \_\_\_\_\_ on (date) \_\_\_\_\_.

My oil, gas or propane bill last year totaled \$ \_\_\_\_\_.

I have no liens on my personal property.

I have received the attached offer to purchase my personal property/cabin. (Offer must contain name and address of purchaser(s), purchaser's email address and telephone number, driver's license number, purchase price, date on which purchase price is to be paid (date must be at least forty-five (45) days from the date of submission of this Right of First Refusal). The proposed purchaser is aware that the personal property/cabin can only be occupied during camping season between May 1 and September 30 and is further aware that they must make application to lease the campsite.

I am paying with the submission of this Right of First Refusal the sum of One Hundred Dollars (\$100.00). In addition, in order to transfer my lease, I am also paying an additional One Hundred Dollars (\$100.00).

The total payment due with this Right of First Refusal is Two Hundred Dollars (\$200.00).

Signed Lessee (s): \_\_\_\_\_

Date: \_\_\_\_\_