

UNOFFICIAL DOCUMENT



201410020023

Skagit County Auditor

\$127.00

10/2/2014 Page

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6 11:47AM

Document Title:

Right of First Refusal

Reference Number:

Grantor(s):

1. Randy Merritt

2. Alan Merritt

additional grantor names on page ____

Grantee(s):

1. Al Monjazez

2.

additional grantee names on page ____

ACCOMMODATION RECORDING

LAND TITLE OF SKAGIT COUNTY

Abbreviated legal description:

full legal on page(s) ____

SW SE

18-35-3

M-

20386

Assessor Parcel / Tax ID Number:

P34468 & P34469

additional tax parcel number(s) on page ____

I, CHRISTI STRATHOF, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$62.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

10/2/14

Right of First Refusal

LAND TITLE OF SKAGIT COUNTY

ACCOMMODATION RECORDING

The undersigned Randy Merritt and Alan Merritt referred to herein as "Grantor" hereby grants to Al Monjabez referred to herein as "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: Exhibit "A" attached hereto and made part hereof by this reference. Such right will be granted only when Grantee closes purchase on the 113 acres owned by Grantors.

Grantors will list such property for sale by November 1, 2014 and any offer to purchase received during the listing period will be presented to the Grantee and Grantee will have five(5) business day to respond by accepting the price and terms or decline. In case Grantee declines the Grantor can proceed with their deal. However, if the sale does not go through, then any additional offers must be presented to the Grantee to exercise their First Right of Refusal under the same terms and conditions.

Grantors must consummate the sale of the property by March 5, 2015 to a third party or the Grantee. If during the listing period no offer has been presented then Grantors must accept and abide by the current Purchase and Sales agreement attached as Exhibit "B".

In the event Grantee does not exercise the First Right of Refusal, the 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.

This Right of First Refusal shall terminate March 5, 2015, coinciding with the sale of the property.

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

All notices of 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: Randy Merritt and Alan Merritt
17714 KINGFISHER LA. 8883 FARM TO MARKET ROAD
MOUNT VERNON, WA 98274 Bow, WA 98232



201410020023

EXHIBIT "A"

Transamerica
Title Services

Transamerica
Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD AT REQUEST OF

3⁵⁰

'85 JAN 28 PM 1:11

REQUEST OF

WHEN RECORDED RETURN TO

Name: ALAN L. MERRITT
Address: 896 Bayview-Edison Road
City, State Zip: Mt. Vernon, WA 98273

8501280002 Statutory Warranty Deed

THE GRANTOR LESTER C. MERRITT and E. BERNICE MERRIT, husband and wife,

for and in consideration of love and affection

in hand paid, conveyed and warranted to their sons ALAN L. MERRITT, a single man, and RANDAL C MERRITT, a single man, the following described real estate, situated in the County of Skagit, State of Washington

An undivided one-third (1/3) interest in the East twenty (20) acres of the following described Tract, (as measured by a straight line drawn parallel with the West line of the Southwest 1/4 of the Southeast 1/4 of said subdivision):

That portion of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 35 North, Range 3 East, W.M., lying Southerly and Westerly of the Joe Leary Slough, EXCEPT County Road AND EXCEPT dike and ditch rights-of-ways.

Situate in the County of Skagit, State of Washington.



Dated January 28th, 19 85

Lester C Merritt
E. Bernice Merritt

0-11367
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

Notary Public
Paul Wylie, Co. Secy
By J. J. J...

STATE OF WASHINGTON
COUNTY OF Skagit

On this day personally appeared before me LESIER C. MERRITT and E. BERNICE MERRITT to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of January, 19 85

Notary Public in and for the County of Wash-
ington, residing at: Mount Vernon

STATE OF WASHINGTON
COUNTY OF

On this day of before me, the undersigned, a Notary Public in and for the State of Wash- 19 85 ington, duly commissioned and sworn, personally appeared

and to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the execution of the said instrument, and in each stated that the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and in each stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal hereon affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at

8501280002

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EXHIBIT "B"

VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. Date: 9-11-14 MLS No.: FSBO
2. Buyer: AL MONJAZER
3. Seller: RANDY MERRITT ALAN MERRITT
Buyer Seller Buyer Seller Status
4. Property: Tax Parcel No(s): P34468 + P34469 (SKAGIT County)
8910 Bayview Edison Rd Bow WA 98032
Address City State Zip
Legal Description: Attached as Exhibit A.
5. Purchase Price: \$ 500,000.00 Dollars
6. Earnest Money: (To be held by Selling Firm; Closing Agent)
Personal Check: \$ _____; Note: \$ 20,000; Other (_____): \$ _____
7. Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
8. Title Insurance Company: LAND TITLE
9. Closing Agent: a qualified closing agent of Buyer's choice; LAND TITLE
10. Closing Date: JAN. 7, 2015
11. Possession Date: on Closing; Other _____
12. Offer Expiration Date: _____
13. Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived
14. Charges and Assessments Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing
15. Subdivision: The Property: must be subdivided before _____; is not required to be subdivided
16. Feasibility Contingency Expiration Date: 0 days after mutual acceptance; Other _____
17. Agency Disclosure: Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
18. Addenda: _____



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[Signature] _____ Date _____
Buyer's Signature

Buyer's Signature Date

Buyer's Address

City, State, Zip

425-766-1000 _____
Phone No. Fax No.

Buyer's E-mail Address

RE/MAX TERRITORY NW 8630 _____
Selling Firm MLS Office No.

WILMA LOUIA 18499 _____
Selling Broker (Print) MLS LAG No.

360-755-9494 360-755-1445 _____
Phone No. Firm Fax No.

Selling Firm Document E-mail Address

Wilmalouia@remax.net _____
Selling Broker's E-mail Address

[Signature] _____ Date _____
Seller's Signature

[Signature] _____ Date _____
Seller's Signature

Seller's Address

City, State, Zip

Phone No. Fax No.

Seller's E-mail Address

RE/MAX TERRITORY NW 8630 _____
Listing Firm MLS Office No.

WILMA LOUIA 18499 _____
Listing Broker (Print) MLS LAG No.

360-755-9494 360-755-1445 _____
Phone No. Firm Fax No.

Listing Firm Document E-mail Address

Wilmalouia@remax.net _____
Listing Broker's E-mail Address