



201501210051

Skagit County Auditor

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**WHEN RECORDED RETURN TO:
KRIS WALKER
1801 CHUCKANUT RIDGE DRIVE
BOW, WA 98232**

**Document Title: Right of First Refusal
Grantor/borrower: Kris Walker
Grantee/assignee/beneficiary: Susan Delana Walker
Legal Description: Lot 1 Short Plat PL08-0535
Assessor's Tax Parcel ID#: P127051; P90032**

RIGHT OF FIRST REFUSAL

THE UNDERSIGNED, **KRIS WALKER**, referred to herein as "**Seller**" hereby grants to **SUSAN DELANA WALKER**, 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:

**Lot 1 of Short Plat No. PL08-0535, approved March 25, 2009, recorded March 27, 2009, under Auditor's File No. 200903270069, and being a portion Of the southwest ¼ of the southwest ¼ of Section 9, Township 36 North, Range 3 East of W.M. Situated in Skagit County, Washington.
Tax Parcel Number: P127051 and P90032**

Grantee will have the right of first refusal to purchase subject Property from Seller, or Seller's estate, at a fair market price determined by a third party appraisal conducted by an appraiser acceptable to both parties. Grantee shall have sixty (60) days after Seller informs Grantee he is ready to execute a purchase agreement with Seller. Said purchase agreement will address an appropriate time frame for closing as agreed to by both parties.

If Grantee does not exercise the right of first refusal to purchase the Property, Grantee

shall be entitled to 15.85% of the net proceeds of the sale of the Property, sold to a third party buyer as presented in a duly executed purchase agreement and acceptable to the Seller. The appraisal most likely will be the appraisal ordered by the third party buyer or the third party buyer's lender, but if the purchase agreement is a cash offer and no appraisal is ordered, then the Grantee and Seller agree to pay for a third party appraisal to confirm the market value of the Property.

Net proceeds are defined as the gross selling price minus \$875,000 (the 2012 Appraised value of the Property) minus \$ 395,000 (the amount of the first mortgage when it was refinanced in 2012) minus \$143,000 (the amount of the second mortgage when it was refinanced in 2012) minus 100% of the selling costs which are designated on the Property closing statement to be the responsibility of the Seller. If the sum left over after this calculation is zero or less than zero, Grantee shall not be entitled to any proceeds from the sale.

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 thirty (30) years from the date hereof.

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

Seller grants this Right of First Refusal as one of the terms of the agreed disposition of assets and liabilities in the dissolution action between seller and grantee and is sufficient consideration to support the promises contained herein.

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 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:



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SELLER:

**Kris Walker
1801 Chuckanut Ridge Drive
Bow, Washington 95476**

GRANTEE:

**Susan Delana Walker
21028 Crocus Court
Sonoma, CA 95476**

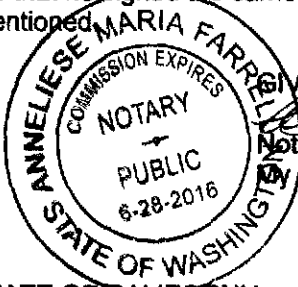
Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.


KRIS WALKER, Seller

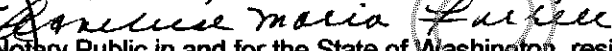

SUSAN DELANA WALKER, Grantee

STATE OF WASHINGTON)
(8) STATE ss.
COUNTY OF WHATCOM)

On this 12th day of JAN, 2014 before me personally appeared Kris Walker, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me 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 the day and year first above written.



Notary Public in and for the State of Washington, residing at LACONNER
My Commission Expires 6/28/16

STATE OF CALIFORNIA)
)ss.
COUNTY OF SONOMA)

On this 20th day of DEC., 2014 before me personally appeared Susan Delana Walker, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year first above written.

Notary Public in and for the State of California, residing at Sonoma, CA
My Commission Expires 1/3/2017



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