

After recording return to:

Elizabeth Parker
21567 Bulson Rd
Mt. Vernon, WA 98274



201811190139

11/19/2018 03:31 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

CHICAGO TITLE
620036615

DOCUMENT TITLE	RIGHT OF FIRST REFUSAL AGREEMENT
REFERENCE NO. OF DOCUMENTS AFFECTED	N/A
GRANTOR	ELIZABETH M.K. PARKER, a single woman
GRANTEES	GARY LEE COLLART and BEVERLEY ANN COLLART, husband and wife
LEGAL DESCRIPTION (abbreviated)	SW1/4 NW1/4 NW1/4 NW1/4 SW1/4 EXC RDS as fully described in attached Exhibit A
ASSESSOR'S PARCEL NO.	P17129

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is made this 13th day of November, 2018, by and between ELIZABETH M.K. PARKER, a single woman ("Grantor"), and GARY LEE COLLART and BEVERLEY ANN COLLART, husband and wife ("Grantees").

RECITALS

- A. Grantees own certain real property commonly known as 21567 Bulson Road, Mt. Vernon, WA 98274 and legally described in **Exhibit A** attached hereto ("Property").
- B. Grantors and Grantees have entered into a Real Estate Purchase and Sale Agreement dated October 24, 2018, for the transfer of the Property from Grantees to Grantor.
- C. Grantees desires to retain from Grantor, and Grantor desires to grant to Grantees, a right of first refusal to purchase the Property, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Right of First Refusal. Grantor hereby grants to Grantees a right of first refusal to purchase the Property as follows:
 - 1.1 Grantor's Notice of Intention to Sell. If Grantor decides at any time in the future to sell the Property, Grantor shall deliver to Grantees a written notice of the sale terms ("Proposed Sale Notice") which shall contain the following information: (a) the proposed selling price; (b) how the selling price will be paid; (c) the requested amount of any earnest money deposit and down payment; (d) the closing date (which shall be at least 30 days after the date Grantees receive the written notice); and (e) all other material terms and conditions of the proposed sale.
 - 1.2 Grantees' Notice of Intention to Exercise Right of First Refusal. Within six (6) business days of receipt of the Proposed Sale Notice ("Acceptance Period"), Grantees shall deliver to Grantor a written notice of Grantees' intention to exercise their right to purchase the Property ("Intention Notice") pursuant to the terms of the Proposed Sale Notice or deliver a written counteroffer to the proposed terms. If Grantees submit a counteroffer, Grantor shall have up to six (6) business days to respond with a written acceptance or denial of the counteroffer. Acceptance of the counteroffer is in Grantor's sole discretion. Grantor may, in Grantor's discretion, negotiate the terms of the sale with the Grantees for a two-week period beginning on the date the Proposed Sale Notice is delivered to Grantees. If Grantor denies the counter-offer, or Grantor and Grantees cannot, within the two-week negotiation period, agree on the material terms of the sale, then Grantees' rights under this Agreement shall terminate and Grantor may sell the property to any third-party buyer on any terms. Additionally, if Grantees fail to deliver the Intention Notice before 5:00 p.m. on the last day of the Acceptance Period, Grantor may then list the Property for sale to any other third-party buyer on any terms.
 - 1.3 Closing Period. If Grantees elect to purchase the Property and timely deliver the Intention Notice pursuant to Section 1.2 above, then Grantor shall sell the Property to Grantees at the price and upon the same terms and conditions specified in the Proposed Sale Notice or any accepted counter-offers, and Grantees shall close the purchase pursuant to the closing date agreed upon by the parties.
2. Termination. The term of Grantees' right of first refusal shall commence upon the recording of this Agreement and shall automatically expire, without further action or notice, on the occurrence of any of the following:
 - a. The date Grantees assign or attempt to assign their rights under this Agreement except as provided for under Section 3 below;

- b. The closing date of Grantor's sale of the Property to a party who made an offer for which Grantees did not exercise their right of first refusal;
 - c. In the event Grantees fail to timely close the purchase of the Property as required by Section 1.3 above; or
 - d. The closing date of Grantees' purchase of the Property pursuant to this Agreement.
 - e. The death of the last surviving Grantee.
3. Exempted Transfers. Notwithstanding any other provision herein seemingly to the contrary, Grantor shall not be required to give written notice of, and Grantees' right of first refusal shall not apply to, the following transfers of the Property:
- a. Transfers or appropriations of the Property, or any party thereof, as a part of an eminent domain or condemnation proceeding;
 - b. Transfers of the Property to a trust, partnership, limited partnership, limited liability company, or corporation, after which the Grantor still retains all ownership interest;
 - c. Transfer of the Property to the Grantor's biological children by a one-time sale to one or all of the Grantor's biological children; or
 - d. Transfer of the Property through testamentary devise or intestate succession to the Grantor's biological children;

After a transfer of the Property pursuant to this Section 3, the right of first refusal granted herein shall remain in effect against the person or entity holding title or any other interest in the Property.

4. Attorneys' Fees. In the event any suit, action, or other legal proceeding shall be instituted to declare or enforce any right created by this Agreement, or by reason of any breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether said fees and costs are incurred prior to or during trial, arbitration, appeal of any trial or court decision, in bankruptcy, or during any collection or any judgment hereon.
5. Assignment. The right of first refusal granted herein is personal to the Grantees and may not be assigned or otherwise transferred, voluntarily or involuntarily, to any other party. Any such assignment or transfer by Grantees shall render the right of first refusal null and void and of no further force and effect.
6. Heirs, Successors and Assigns. Each of the terms, provisions, and agreements contained herein shall be binding upon and inure to the benefit of only the parties hereto and to the extent permitted by this Agreement, their respective legal representatives.

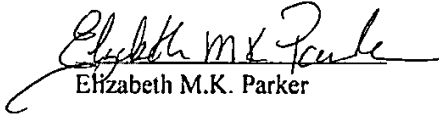
7. Entire Agreement. This Agreement (and its Exhibits) contains the entire agreement of the parties and supersedes any prior agreements or understandings of the parties, whether written or oral, regarding the subject matter of the Agreement.
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
9. Notices. Grantor shall use all forms of contact to deliver all notices required or permitted to be given under this Agreement. In addition, Grantors shall personally deliver or mail by certified or registered mail, return receipt requested, to Grantees' last known address, in writing, all notices required or permitted to be given under this Agreement. Notices shall be deemed delivered when the notice is personally delivered or if mailed, three (3) business days after the date of mailing. Either party may change its address for the purposes of notices hereunder by giving notice to the other party, specifying such changed address, in the manner specified in this paragraph. Grantees shall keep Grantors advised of Grantees' current mailing address for notices.

Grantor's Address for Notices:
21567 Bulson Road
Mt. Vernon, WA 98274
Phone: 360-850-7020


Grantees' Address for Notices:
20036 English Road
Mt. Vernon, WA 98274
Phone: 360-630-0148


IN WITNESS WHEREOF, the undersigned parties executed this Agreement as of the date first above written.

GRANTOR:


Elizabeth M.K. Parker

GRANTEES:

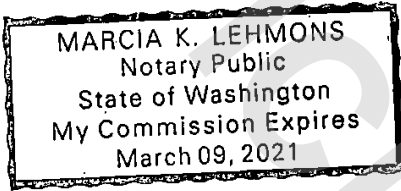

Gary L. Collart


Beverley A. Collart

STATE OF WASHINGTON)
) ss.
COUNTY of Snohomish)

THIS IS TO CERTIFY that on this 15 day of NOV, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came ELIZABETH M.K. PARKER, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged 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 in this certificate first above written.

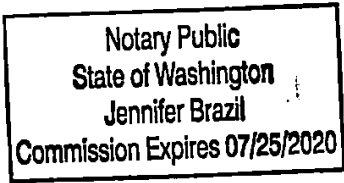


Marcia K. Lehmons
NOTARY PUBLIC in and for the
State of Washington.
Residing at Bothell, WA
My commission expires 03-09-2021
Print Name Marcia K. Lehmons

STATE OF WASHINGTON)
) ss.
COUNTY of KING SKagit)
JB)

THIS IS TO CERTIFY that on this 13th day of November, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came GARY LEE COLLART and BEVERLEY ANN COLLART, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year in this certificate first above written.



Jennifer Brazil
NOTARY PUBLIC in and for the
State of Washington.
Residing at SKagit County
My commission expires 7-25-2020
Print Name: Jennifer Brazil