



When recorded return to:
Mitchell Pelham
5129 Evergreen Way, D-315
Everett, WA 98203

05/28/2021 02:05 PM Pages: 1 of 6 Fees: \$108.50
Skagit County Auditor

DOCUMENT TITLE(S)

First Right to Purchase Real Estate

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: _____

Additional reference numbers on page _____ of document

GRANTOR(S)

Frank Brown

☐ Additional names on page _____ of document

GRANTEE(S)

Mitchell Pelham

☐ Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

LTS 1 & 2, BLK 9, TOWN OF SEDRO

Complete legal description is on page _____ of document

TAX PARCEL NUMBER(S)

P75353 / 4149-009-002-0003

Additional Tax Accounts are on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

FIRST RIGHT TO PURCHASE REAL ESTATE
1301 6th Street, Sedro-Woolley

THIS CONTRACT is made and entered into by and between **Mitchell Pelham** and/or assigns (hereinafter "Buyer") and **Frank Brown** (hereinafter "Seller"). The Effective Date of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

WHEREAS Seller is under contract to sell **1301 6th Street, Sedro-Woolley**

(hereinafter "Property") to Buyer, and WHEREAS Seller wishes to retain ownership of the property, and WHEREAS Seller acknowledges that failure to sell to Buyer will cause economic harm to the Buyer,

THEREFORE, in exchange for Buyer's release of Seller from the extant Purchase and Sale Agreement, Seller's agreement to return earnest money to Buyer, reimburse Buyer for inspection expenses, Buyer's delivery of One Dollar and other good and valuable consideration, and the mutual agreement set forth herein, the parties agree as follows:

1. **Description**. Seller hereby grants Buyer the Right of First Refusal to purchase the real estate and improvements commonly known as **1301 6th Street, Sedro-Woolley** (the "Property") at a time and for consideration described below. Unless otherwise agreed by the parties in writing, the Property shall include all existing improvements on the real estate and all appliances, fixtures and equipment.
 2. **Legal Description**. Legal description is attached as Exhibit A. Tax Parcel #75353
 3. **Closing and Possession**. The closing of the sale shall take place within 90 days of Buyer's receipt of Seller's notice of intent to sell. Seller shall deliver notice to Buyer at **5123 Evergreen Way Ste D-315, Everett WA 98203** by Certified Mail of Seller's intent to sell. The timing of such notice shall be determined solely by Seller.
- In the event of Seller's death**, Buyer is entitled to purchase the Property from Seller's estate at any time prior to notice to the Buyer by the estate on behalf of the deceased Seller. To the extent that the Seller's estate provides notice by Certified Mail to the Buyer of the

availability of the Property for sale, Buyer has 90 days from the receipt of notice to purchase the property. If Buyer fails to perform within 90 days of receipt of notice by the estate, the First Right to Purchase shall be deemed waived.

4. **Closing.** Closing shall be conducted by Chicago Title Company of Mt Vernon, Washington.

5. **Purchase Price and Terms:** The purchase price **shall be determined by independent appraisal within 90 days of closing.** Buyer and seller shall each pay one-half of the cost of the appraisal. Selection of appraiser to be mutually agreed upon.

3. **Real Estate Taxes.** Taxes for the year during which the closing of this Contract occurs are to be prorated as of the closing date.

4. **Closing Costs.** Buyer and Seller shall each bear their customary, respective closing costs.

5. **Buyer's Inspection/Evaluation.** This purchase is contingent upon Buyer approval of title report, and further property inspections.

6. **Brokerage Commission.** Both parties will each pay 1.5% of the purchase price to Kim Pelham. Kim Pelham will act as a non-agent facilitator and will create contracts and handle details as needed to bring the sale to completion. Kim Pelham can be reached at kim@thepelhamgrouponw.com or by mail at 5123 Evergreen Way Ste D-315, Everett WA 98203.

7. **Warranties and Representations.** Seller warrants and represents, as of this day and as of the date of closing, the following:

A. **Legal Capacity.** Seller has full legal capacity to own, execute, sell and deliver this Contract and to perform all of its obligations hereunder.

B. **No proceedings.** There is no pending or, to Seller's knowledge, threatened, any action, suit or proceeding, legal, equitable or otherwise, before any court or governmental agency or body which might adversely affect the Seller's ability to perform its obligations hereunder.

C. **Liens & Contracts.** The Property will, at Closing, be free of all tax liens except as may be referred to herein. Seller agrees to fully disclose to Buyer of any contracts or easements that may survive the closing and transfer of ownership.

8. **Default and Remedies.** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement, or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies:

A. **Buyer's Default.** If the sale of the Property contemplated by this Contract is not consummated because of Buyer's default, Seller's sole remedy shall be to retain the consideration for this agreement as liquidated damages.

9. **Binding Effect.** The terms and provisions of this Contract shall extend to and become binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

10. **No Oral Agreements.** All prior negotiations have been reduced to writing and are included herein. This Contract constitutes the entire agreement of the parties and may not be amended, altered or modified, except by written agreement signed by both Seller and Buyer.

11. **Condition of the Property.** Seller will leave the property in clean condition, removing all items and debris from the property.

12. **Execution in Counterparts.** This Contract may be executed in counterparts and by facsimile or scanned signatures.

13. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

14. **Additional Provisions.** Buyer may purchase the property using financing, subject to the terms in the standard MLS financing form in effect at the time of purchase.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the dates below.

BUYER:


Mitchell B Pelham

05/26/21
Date

State of Washington County of Skagit

I certify that I know or have satisfactory evidence that Mitchell B Pelham (name of person) is the person who appeared before me, and said person acknowledged that he (he/she) signed this instrument and acknowledged it to be his (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/25/21


Signature

(Seal or stamp)



Notary
Title

My appointment expires: 5/29/23

SELLER:

Frank Brown
Frank Brown

5/26/21
Date

State of Washington County of SKAGIT

I certify that I know or have satisfactory evidence that Frank Brown (name of person) is the person who appeared before me, and said person acknowledged that he (he/she) signed this instrument and acknowledged it to be his (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/26/21

Teresa D Varves
Signature

(Seal or stamp)

Notary
Title

My appointment expires: 5/29/23



EXHIBIT "A" LEGAL DESCRIPTION

Order No.: 620047481

For APN/Parcel ID(s): P75353 / 4149-009-002-0003

Lots 1 and 2, Block 9, Plat of Town of Sedro, according to the plat thereof, recorded in Volume 1 of Plats, Page 17, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.