



201712290017

Skagit County Auditor \$78.00
12/29/2017 Page 1 of 5 10:36AM

Filed for Record at Request of:

Skagit County Parks & Recreation
Attn: Mr. Brian Adams, Director
1730 Continental Place
Mount Vernon, WA 98273

GUARDIAN NORTHWEST TITLE CO.
113473

DOCUMENT TITLE: RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

GRANTORS: Michael Balise and Magda Moss-Balise, husband and wife as Joint Tenants

GRANTEE: Skagit County, a Washington municipal corporation

Assessor's Parcel Number: P45245 (XrefID: 351013-0-045-0009).

Abbreviated Legal Description: THE WEST 160 FEET OF THE EAST 320 FEET OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD RIGHT-OF-WAY BY DEED DATED JUNE 21, 1928 AND RECORDED JUNE 28, 1928 UNDER AUDITORS FILE NO. 214543, RECORDS OF SKAGIT COUNTY, WASHINGTON. Situate in Skagit County, State of Washington.

RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

The **GRANTORS, Michael Balise and Magda Moss-Balise**, husband and wife as Joint Tenants, for good and valuable consideration, hereby grant to **GRANTEE Skagit County**, a Washington municipal corporation the right of first refusal to acquire that certain real property commonly described as Skagit County Assessor's Parcel No.: **P45245 (XrefID: 351013-0-045-0009)**, and more particularly described as follows:

See **Exhibit 1**, attached hereto and incorporated herein by this reference.

This right of first refusal granted by Grantors to Grantee shall be subject to the terms provided herein (the "Right of First Refusal Agreement" or "Agreement"). Grantors and Grantee may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties." This Right of First Refusal Agreement shall become effective upon recording.

RECITALS:

UNRECORDED
WHEREAS, Grantors and Grantee have entered into a purchase and sale agreement (dated _____, 2017) for certain other adjacent separate real property commonly described as Skagit County Assessor's Parcel No.: P45194 (XrefID: 351013-0-003-0009), pursuant to the terms therein (the "Purchase and Sale Agreement"); and

WHEREAS, as part of the consideration provided for by the terms of the Purchase and Sale Agreement, the Grantors have agreed to provide Grantee with a right of first refusal to acquire other certain adjacent real property commonly described as Skagit County Assessor's Parcel No.: P45245 (XrefID: 351013-0-045-0009), referred to in the Purchase and Sale Agreement and herein as the "Purchase Option Property", as more particularly described at Exhibit 1 (attached hereto and incorporated by reference).

NOW THEREFORE, in consideration of the terms of the terms of the Purchase and Sale Agreement and as also provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantors hereby provide and grant to Grantee a right of first refusal to acquire the Purchase Option Property, as provided herein. The term of this Right of First Refusal Agreement shall be three (3) years from the date of recording of this Agreement, and this Agreement shall automatically expire by its own terms without further action of the parties, unless extended by subsequent written agreement duly executed and recorded by the parties.
2. In the event that Grantors shall desire to sell and have received from a bona fide purchaser an acceptable offer to purchase the Purchase Option Property during the term of this Right of First Refusal Agreement, Grantors shall immediately provide Grantee with written notice of intent to sell the Purchase Option Property, and Grantors shall also immediately provide Grantee with a true and correct copy of such bona fide offer to Grantee.
3. Any notice under this Agreement must be in writing and be personally delivered or delivered by recognized overnight courier service, given by mail or via facsimile. All notices must be addressed to the parties at the following addresses, or at such other addresses as the parties may from time to time direct in writing:

Grantee: Skagit County
Skagit County Parks & Recreation
Attn: Mr. Brian Adams, Director
1730 Continental Place
Mount Vernon, WA 98273

Grantors: Michael Balise & Magda Moss-Balise
59968 State Route 20
P.O. Box 306
Marblemount, WA 98267

Any notice will be deemed to have been given when personally delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit in the U.S. mail, and if delivered by facsimile, the same day as verified.

DOCUMENT

- UNRECORDED
4. Upon receipt from Grantors of both the written notice of intent to sell the Purchase Option Property and a true and correct copy of the accompanying bona fide offer, the Grantee may exercise the right of first refusal within thirty (30) days, by providing Grantors with written notice of intent to exercise this right of first refusal, on reasonably similar terms and conditions as made by the bona fide purchaser; provided, that the parties agree that as may be necessary and appropriate (as determined by Grantee) such terms and conditions shall be reasonably modified (except for the purchase price) to comport with the terms of the Purchase and Sale Agreement (for that certain other adjacent separate real property commonly described as Skagit County Assessor's Parcel No.: P45194 [XrefID: 351013-0-003-0009]).
 5. In the event that Grantee may fail or decline to exercise the right of first refusal as set forth herein within thirty (30) days after receipt of said written notice of intent to sell the Purchase Option Property from Grantors; this Right of First Refusal Agreement shall terminate and expire, and Grantors may convey the Purchase Option Property to the bona fide purchaser; provided, that in the event that the bona fide purchaser fails to close said conveyance within sixty (60) days from said date of Grantee's failure to exercise the right of first refusal, then this Right of First Refusal Agreement shall automatically revive by its own terms (without further action by the parties) and shall continue to be effect pursuant to the terms herein.
 6. This Right of First Refusal Agreement shall apply to and shall bind the heirs, successors, executors, and assigns of the respective parties. Grantors shall not assign this Agreement without Grantee's prior written consent.
 7. This Agreement may only be amended or modified only by a subsequent written instrument duly executed by both parties.
 8. The parties recognize and agree that this Agreement and any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including, but not limited to RCW 42.56).
 9. Grantee may obtain specific performance of this Agreement, in addition to all other remedies available as provided by law.
 10. This Agreement will be governed by and construed in accordance with the laws of the State of Washington. Venue for any action in law or equity arising from or related to this Agreement shall be in the Superior Court of the State of Washington in and for the County of Skagit.

GRANTORS:

Michael Balise and Magda Moss-Balise, husband and wife as Joint Tenants.

By: Michael Balise
Michael Balise
Date: 12-20, 2017

By: Magda M Balise

DOCUMENT

Magda Moss-Balise
Date: 12-20, 2017

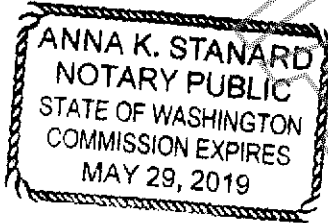
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Michael Balise and Magda Moss-Balise, husband and wife as Joint Tenants, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 20 day of December, 2017

(SEAL)

Anna K. Stanard



Notary Public
Print name: Anna K Stanard
Residing at: Stanwood
My appointment expires: 05-29-19

UNRECORDED INSTRUMENT DOCUMENT

EXHIBIT 1

Legal Description of Purchase Option Property (P45245).

The West 160 feet of the East 320 feet of Government Lot 1, Section 13, Township 35 North, Range 10 East, W.M.; EXCEPT that portion thereof conveyed to Skagit County for road right-of-way by deed dated June 21, 1928 and recorded June 28, 1928 under Auditor's File No. 214543, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.