

When recorded return to:

Craig Sjostrom  
Attorney at Law  
1204 Cleveland Avenue  
Mount Vernon, Washington 98273

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***RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE***

**Grantor:** Stuart Van Buren

**Grantee:** James Crawford Miller

**Legal Description:** Lot 3, S/P 95-035

**Assessor's Property Tax Parcel or Account No.:** P131235

**Reference Nos of Documents Assigned or Released:** N/A

Grantor named above hereby grants to the Grantee named above the right of first refusal to acquire the property described above. The consideration for this agreement is the purchase of adjacent property by Grantee from Grantor and located at 18001 Wood Road, Bow, WA 98232.

The right of refusal granted hereunder shall be governed by the terms stated below.

***RECITALS***

- A. The subject property is currently undeveloped, is located at 17999 Wood Road, Bow, WA 98232, and is described as follows:

Lot 3, Skagit County Short Plat No. 95-035, approved October 26<sup>th</sup>, 2012 and recorded under Skagit County Auditor's File No. 201210290236, being a portion of the NE ¼ of Section 24, Township 36 North, Range 3 East, W.M.

(P131235)

- B. Grantee is the purchaser under a Real Estate Purchase and Sale Agreement, dated May 15<sup>th</sup>, 2024, with Grantor as the Seller, concerning real property located at 18001 Wood Road, Bow, WA 98232, which said property is adjacent to the subject property.
- C. The parties have agreed to the granting by Grantor of a right of first refusal to Grantee, under the terms and conditions set forth herein, and execute this instrument to that end.

#### *AGREEMENT*

1. Recitals Incorporated. Grantor and Grantee agree that the above recitals are true and correct and are made a part of this Agreement.
2. Property. The subject property is described above, which legal description is incorporated by this reference.
3. First Refusal Right to Purchase. Grantor hereby grant to Grantee a right of first refusal to acquire the subject property. This right shall be valid for ten (10) years from the date hereof and shall expire automatically without further action by the parties. During the term of this Agreement, if the Grantor receives and intends to accept an offer to purchase the subject property, then the Grantor shall request an unconditional, bonafide, written offer from the prospective purchaser stating the purchase price and the material terms of the proposed purchase. Immediately upon receiving the offer, the Grantor shall transmit a notice, setting forth in reasonable detail, all material terms for the contemplated sale, to Grantee. Such notice shall be given by certified mail to the Grantee's last known address. It shall be the obligation of Grantee to keep the Grantor informed as to its whereabouts and current mailing address. As part of the notice given by the Grantor to the Grantee, the Grantor shall specify the title company which shall be acting as escrow agent in regard to the third party offer.
- a. Within the time specified by Grantors (which time shall be not less than fourteen (14) days following the date of mailing of the notice of the offer to Grantee), Grantee shall give notice of its intent to exercise the within granted right of first refusal. Such notice of intent to exercise the right of first refusal shall be given in writing to the escrow agent specified in the notice sent by Grantors. In the event that Grantee declines to exercise the right of first refusal or fails to respond to the escrow agent within the said period, then this right of first refusal shall terminate.
- b. The terms of the offer received from the third party shall apply in respect to this right of first refusal only for the purpose of establishing the selling price of the property. If the third party offer calls for seller financing of the transaction, then the provision of seller financing to either party hereto hereunder shall be solely at the option of the Grantors.

4. **Exercise of Right.** Grantor shall give at least fourteen (14) days' notice of the purchase terms. Notice shall be given in writing to Grantee by certified mail, with return receipt. Closing of the sale shall take place not later than 30 days from exercise of the refusal right. The parties agree that time is of the essence. If the right is not exercised and sale not closed within 30 days following giving notice of the purchase offer (unless a longer time be agreed between the parties), then the rights granted hereunder are terminated. Grantor agree to act reasonably in giving the notice required hereunder.
5. **Payment.** The purchase price shall be paid all in cash at time of closing, unless specific terms of seller financing are mutually agreed to (which shall be strictly at the option of seller), including actual documents of finance (real estate contract or promissory note and deed of trust).
6. **Possession.** The buyer shall be entitled to possession of the property at closing of the transaction.
7. **Fees and Costs of Closing.** Grantor shall pay title insurance, excise taxes, one half of escrow closing costs, and recording fees for the Deed. A party exercising the refusal right under this Agreement shall pay one half escrow closing costs and recording costs for any seller financing documents.
8. **Encumbrances.** Encumbrances to be discharged by the Grantor shall be paid from Grantor's funds at date of closing. The following shall not be deemed encumbrances or defects: rights reserved in federal patents or estate deeds; building or use restrictions consistent with current zoning; other governmental platting and subdivision requirements; utility easements and other easements not inconsistent with the buyer's intended use; reserved oil and mineral rights.
9. **Conveyance.** Conveyance by Grantor shall be conveyance of fee title pursuant to a Bargain and Sale Deed, free of encumbrances, except for covenants, conditions, restrictions and easements of record. Title to the property shall be marketable.
10. **Proration of Expenses.** Property taxes, utilities, and other charges shall be prorated as of date of closing, unless otherwise agreed in writing. The Grantee shall not be responsible for any expense or back taxes associated with termination of the Open Space taxation election, if any, on the subject property.
11. **Risk of Loss.** All risk of loss from damage or destruction of the building, as the same relates to sale of the property, shall be borne by Grantor until closing of the transaction.
12. **Title Insurance.** Title Insurance shall be Owners ALTA Standard Coverage, issued by Land Title Company, and shall contain no exceptions, other than those provided for in such standard form and encumbrances as delineated above. If title cannot be made so insurable prior to closing date, buyer may terminate the transaction, unless buyer elects to waive such defects or encumbrances and proceed with purchase.

13. **Property Disclosure Statement.** The parties waive the requirements of the Real Property Disclosure Statement (RCW 64.06). Further, any sale hereunder shall be a transfer of the property and all improvements "as is," where is, subject only to the reasonable obligation of the Grantor to remove Grantor's personal property, refuse, and hazardous materials introduced to the premises by the Grantor.
14. **Notices.** Unless otherwise specified in this Agreement, any period of time stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday, or legal holiday, as defined in RCW 1.16.050, in which event the specified period of time shall expire on the next day that is not a Saturday, Sunday, or legal holiday. Any specified period of five days or less shall not include Saturdays, Sundays, or legal holidays. Time is of the essence in this Agreement.
15. **Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous discussions and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Grantor and Grantee. **There are no verbal agreements or understandings which modify this Agreement. This Agreement states the full understanding between the parties.**
16. **Assignment.** Grantee may not assign the rights to this Agreement, except to a limited liability company, the majority interest of which is owned by Grantee.
17. **FIRPTA - Tax Withholding at Closing.** The closing agent shall prepare a certification that the Grantee is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. The Grantor agrees to sign this certification, if applicable. If the Grantor is a foreign person and the transaction is not exempt from FIRPTA, then closing agent shall withhold and pay the required sums to the Internal Revenue Service.
18. **Remedies.** Grantee may obtain specific performance of this Agreement, in addition to all other remedies available at law or in equity.
19. **Dispute Resolution.** Any dispute between the parties shall be decided by Mandatory Arbitration, according to the Mandatory Arbitration Rules of the county in which the suit is filed, regardless of the amount in dispute. The arbitrator's award shall not be limited by otherwise applicable MAR rules. The arbitrator shall have authority to determine the amount, validity and enforceability of rights of specific performance and other equitable matters. The arbitrator's decision may only be appealed pursuant to RCW Ch. 7.06. The most prevailing party shall be awarded his or her reasonable attorney's fees. There shall be one and only one prevailing party, which shall be the single party in whose favor a net monetary settlement or arbitration award is received, after all offsets, back charges, counterclaims, etc., are resolved, and regardless of which party may have prevailed on which issues. In determining the party in whose favor a net monetary judgment is awarded, the arbitrator cannot consider tenders or payments of money

made after suit has been filed. This Disputes clause supersedes all statutes and court rules dealing with the determination of prevailing party and the award of attorney's fees.

DATED this 5<sup>th</sup> day of July, 2024.

Grantor:

Grantee:

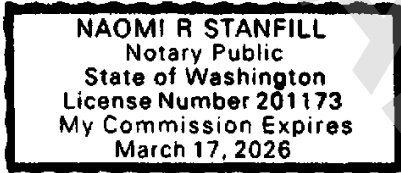
*Stuart Van Buren*  
STUART VAN BUREN

\_\_\_\_\_  
JAMES CRAWFORD MILLER

STATE OF WASHINGTON     )  
  :SS  
COUNTY OF SKAGIT     )

On this day personally appeared before me Stuart Van Buren, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 this 5<sup>th</sup> day of July, 2024.



*Naomi R. Stanfill*  
NOTARY PUBLIC in and for the State of Washington, residing at  
Sedro Woolley, WA  
My commission expires: 03-17-26  
Name: Naomi R. Stanfill

STATE OF WASHINGTON     )  
  :SS  
COUNTY OF SKAGIT     )

On this day personally appeared before me James Crawford Miller, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at  
\_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Name: \_\_\_\_\_

made after suit has been filed. This Disputes clause supersedes all statutes and court rules dealing with the determination of prevailing party and the award of attorney's fees.

DATED this 6<sup>m</sup> day of July, 2024.

Grantor:

Grantee:

\_\_\_\_\_  
STUART VAN BUREN

[Signature]  
\_\_\_\_\_  
JAMES CRAWFORD MILLER

STATE OF WASHINGTON )  
  ) :ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Stuart Van Buren, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 this \_\_\_\_ day of \_\_\_\_\_, 2024.

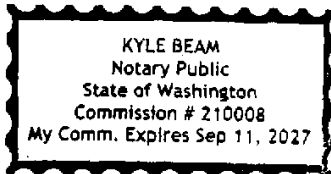
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at

My commission expires: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF WASHINGTON )  
  ) :ss  
COUNTY OF SKAGIT KB )  
Whatcom

On this day personally appeared before me James Crawford Miller, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 this 6 day of July, 2024.



[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at  
WA, Skagit  
My commission expires: 9-11-27  
Name: Kyle Beam