**Prepared by:**

**Model Grant of   
Right of First Refusal**

**WeConservePA publishes this model as well as the Model Grant of Right of First Offer and other guidance at WeConservePA.org. Please refer to the commentary for explanations of the model’s content and for optional provisions.**

Name:

Address:

Phone:

**Return to:**

Name:

Address:

**Tax parcel(s):**

**Grant of Right of First Refusal**

Date of Grant:

Owners:

Grantee:

INTENDING TO BE LEGALLY BOUND and in consideration of the sum of $1.00, the above identified Owners grant to the above identified Grantee the rights described below affecting the Property described in the attached Property Description.

Certain initially capitalized terms used in this document are defined in §5.

# Intent to Accept Third Party Offer

## **Notice.** If the Owners receive a Third Party Offer that the Owners intend to accept, the Owners must notify the Grantee of their intent, and not accept the Third Party Offer, until the Grantee has had the opportunity to purchase described in this Grant. The Owners’ notice must incorporate a complete and accurate counterpart of the Third Party Offer.

## **Less than whole.** If a Third Party Offer applies to only a portion of the Property, then the Grantee’s opportunity to purchase and the Grantee’s rights ending as described in §§1-3 pertain only to that portion of the Property. The Grantee’s rights as to the remainder of the Property continue unchanged.

# Opportunity of First Refusal

## **Offer**. The Owners’ notice of intent to accept the Third Party Offer constitutes the Owners’ offer to Transfer the Property to the Grantee on the same terms as set forth in the Third Party Offer.

## **Acceptance Period.** The Owners’ offer must remain open for acceptance by the Grantee for a period of ten days after receipt by the Grantee of the Owners’ notice (the “**Acceptance Period**”).

## **Extension to finalize sales contract.** If the Third Party Offer does not incorporate a complete sales contract, then the Grantee may notify the Owners within the Acceptance Period of the Grantee’s acceptance of the Owners’ offer on the terms of the Third Party Offer reserving the right to withdraw its acceptance by notice to the Owners if, within thirty days following the end of the Acceptance Period (the “**Finalization Period**”) the Owners and the Grantee, both using good faith efforts, fail to find mutually acceptable terms for the sale of the Property (other than the terms set forth in the Owners’ offer, which are fixed unless otherwise agreed by the Owners and the Grantee) and memorialize those terms in a written sales contract signed by both the Owners and the Grantee. If not otherwise agreed, the form of sales contract is the then-current form of agreement for the sale of real estate published by the Pennsylvania Association of Realtors.

# End of Grantee’s Rights

## **Conditions that end rights.** But for the reinstatement right in §3.2, the Grantee’s rights under this Grant are ended and the Owners are free to accept the Third Party Offer if:

1. at the end of the acceptance period, the Owners have not received notice that the Grantee either accepts the Owners’ offer or accepts the Owners’ offer conditionally under the terms of §2.3; or
2. at the end of the Finalization Period, (notwithstanding the good faith efforts of each) the Owners and the Grantee have failed to sign a mutually binding sales contract.

## **Reinstatement of rights**. The Grantee’s rights under this Grant, including notice and opportunity of first refusal described in §1 and §2, are reinstated if:

1. within one year following the end of the acceptance period, either the Owners do not complete a Transfer of the Property pursuant to the Third Party Offer or the Owners intend to accept a new Third Party Offer; or
2. the Owners and the Third Party materially change the terms of sale of the Third Party Offer originally delivered to the Grantee or enter into a sales contract that includes the terms of the Third Party Offer and substantially the same terms that were proposed by the Grantee to complete a sales contract under §2.3. The Owners must promptly furnish to the Grantee any amendment, rider or other document changing the terms of the Third Party Offer or, if applicable, the sales contract with the Grantee.

# Requirements for Giving Notice

Notices under this Grant, including notice of change of address, must be in writing and delivered to the Owners or the Grantee, as the case may be, at their respective addresses set forth next to their signatures below by any of the following means: certified mail (return receipt requested), commercial courier guaranteeing next day delivery, or hand delivery.

# Defined Terms

“**Grant**” means this granting document.

“**Grantee**” means the Person or Persons identified at the beginning of the Grant and its successors and assigns.

“**Owners**” mean the Person or Persons identified as the Owners above and all Persons who own the Property after them.

“**Person**” means an individual or entity including a trust, corporation, partnership, limited liability company, or other organization.

“**Property**” means the entirety of land described in the Property Description attached to and incorporated into this Grant or, as applied to a notice of intent to Transfer some but not all of the Property, then such lesser portion as is the subject of the notice.

“**Public Records**” mean the office for the recording of deeds in the county in which the Property is located.

“**Third Party**” means a Person other than the Owners, the Grantee, a lineal descendant of the Owners (including adopted children and stepchildren) or a trust established for the benefit of the Owners or such Persons, or a Person controlled by the Owners.

“**Third Party Offer**” means a firm written offer to purchase or otherwise accept the Transfer of the Property tendered by a Third Party to the Owners.

“**Transfer**” means a change of ownership or control of the Property and includes any of the following whether in a single transaction or a series of transactions and whether the transfer is voluntary, involuntary, by operation of law, or otherwise: (a) the direct or indirect sale, agreement to sell, assignment, or conveyance of the Property; and (b) the transfer of stock, partnership or other ownership interests in an Owner (if an Owner is at any time an entity rather than one or more individuals). An involuntary taking by eminent domain is not a Transfer for purposes of this Grant; accordingly, receipt of a notice of condemnation or notice of intent to condemn or offer to acquire all or a portion of the Property in lieu of condemnation is not a Third Party Offer for purposes of this Grant.

# Recording

This Grant may, at the option of the Grantee, be recorded in the Public Records. Once the Grantee’s opportunities to purchase under this Grant have ended without possibility of reinstatement, the Grantee must execute, at the request of the Owners, a release of this Grant for recording in the Public Records.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK.]

INTENDING TO BE LEGALLY BOUND, the Owners have signed and delivered this Grant as of the Date of Grant identified above.

Street Address for Notices: Signatures of the Owners:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Seal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Seal)

The Grantee signs below to evidence its acceptance of the terms of this Grant:

Street address for notices to the Grantee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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This document is based on the Model Grant of Right of First Refusal   
(v. 2022.08.23) provided by WeConservePA.

Nothing contained in the model, which was prepared in the context of Pennsylvania law, is intended to be relied upon as legal advice or to create an attorney-client relationship. There is no guarantee that it is up to date or error free. It should be revised under the guidance of legal counsel to reflect the specific situation.

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF :

ON THIS DAY \_\_\_\_\_\_\_\_\_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to this Agreement, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public

Print Name:

C0MMONWEALTH OF PENNSYLVANIA :

COUNTY OF :

ON THIS DAY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me, the undersigned officer, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Pennsylvania non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public

Print Name: