**Prepared by:**

**Model Grant of
Right of First Offer**

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Name:

Address:

Phone:

**Return to:**

Name:

Address:

**Tax parcel(s):**

**Grant of Right of First Offer**

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 §6.

# Intent to Transfer to Third Party

## **Notice.** If the Owners want to Transfer the Property to a Third Party, they must notify the Grantee of their intent to Transfer and, until the Grantee has had the opportunities to purchase described in this Grant, the Owners must not (a) list the Property for sale with a broker or other agent or otherwise offer it for sale or other Transfer to a Third Party or (b) discuss or negotiate the terms of a Transfer with a Third Party.

## **Less than whole.** If the Owners’ notice applies to only a portion of the Property, then the Grantee’s opportunity to offer and the Grantee’s rights ending as described in §§1-4 pertain only to that portion of the Property. The Grantee’s rights as to the remainder of the Property continue unchanged.

# Opportunity of First Offer

## **Offer.** The Owners’ notice of intent to Transfer must include the purchase price and other terms of sale that the Owners are willing to accept in consideration of the Transfer of the Property (the “**Owners’ Offer**”).

## **Response.** Within thirty days after receiving the notice of intent to Transfer (the “**Acceptance Period**”), the Grantee may, by notice to the Owners, accept the Owners’ Offer or make a counteroffer setting forth the purchase price that Grantee is willing to pay and other terms the Grantee is willing to accept in consideration of the Property.

# Opportunity to Negotiate in Good Faith

## **Negotiation.** If the Grantee responds to the Owners’ Offer with the Grantee’s counteroffer, then during the time remaining of the Acceptance Period and the thirty days following (together, the “**Negotiation Period**”), the Owners and the Grantee must make good faith attempts to find mutually acceptable terms for the sale of the Property.

## **Open offers.** The initial offer and counteroffer remain open and available for acceptance for the entire Negotiation Period.

# End of Grantee’s Rights

**Conditions that end rights.** The Grantee’s rights under this Grant are ended and the Owners are free to offer the Property for sale to Third Parties if:

1. at the end of the Acceptance Period, the Owners have not received notice that the Grantee has either (1) accepted the Owners’ Offer or (2) elected to negotiate during the Negotiation Period by submitting the Grantee’s counteroffer; or
2. at the end of the Negotiation Period, (1) no offer has been accepted and (2) the Owners and the Grantee fail to reach agreement on mutually acceptable terms for the Transfer of the Property.

## **Reinstatement of rights.** TheGrantee’s rights under this Grant are reinstated if the Owners have not completed a Transfer of the Property to a Third Party within one year following the end of the Acceptance Period.

# 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.

“**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).

# 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.

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:

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

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:



This document is based on the Model Grant of Right of First Offer
(v. 2022.08.19) 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.