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BOOK 105 PAGE 945 7/2

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY CLARK COUNTY TITLE

JUL 7 2 13 PM '87

AUDITOR  
GARY M. OLSON

WHEN RECORDED MAIL TO:

The Trust for Public Land  
82 Second Street  
San Francisco, CA 94105  
Attn: Nelson Lee  
Assistant General Counsel

CCT 6/22/87

#### RIGHT OF FIRST REFUSAL

This Right of First Refusal ("Agreement") is made as of April 16, 1987 by MELVIN E. DOETSCH and MARLENE DOETSCH, 34.08R SR-14, Skamania, WA 98648 (together referred to as "Doetsch") and THE TRUST FOR PUBLIC LAND, 82 Second Street, San Francisco, CA 94105 ("TPL"):

#### Recitals

A. Doetsch owns improved real property located in Skamania County, Washington and described more particularly as follows (the "Property"):

Lot 1 of the M. Doetsch Short Plat recorded in Book 3 of Short Plats, page 109, under Auditor's File No. 102466, being a portion of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

B. The Property is not formally being offered for sale, but Doetsch recognizes the possibility that they may be offering the Property for sale at some later date.

C. TPL desires to purchase the Property if and when it is offered for sale, in order to preserve, if possible, the opportunity to add the property to the adjoining property purchased from Doetsch by TPL on the date this Right of First Refusal was recorded.

#### AGREEMENT

In consideration of the premises and of the payment of Ten Dollars (\$10.00) by TPL to Doetsch, receipt of which is acknowledged by Doetsch, Doetsch grants to TPL a right of first refusal with respect to the above-described Property, as follows:

1. If Doetsch desires to sell the Property and receives from some third party a bona fide offer for the purchase thereof which Doetsch in good faith intends to accept, Doetsch shall disclose the terms of such offer to TPL, by written notice in accordance with Paragraph 6, within seven (7) days following receipt of the offer by Doetsch. Doetsch shall also supply TPL with information required by TPL to establish that the offer is bona fide.

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filed ☒  
Mailed ☒

2. TPL shall have one hundred eighty (180) days after receiving notice of the terms of the offer within which to elect to purchase the Property on terms identical to those offered by the third party. Such election shall be made by written notice to Doetsch in accordance with Paragraph 6. Within (ten) 10 days thereafter, the parties shall enter into a formal contract of sale.

3. If the parties enter into an agreement of sale as provided in Paragraph 2, they shall open an escrow with Clark County Title Company, 1201 Main Street, Vancouver, WA 98660, for the purpose of closing the purchase and sale of the Property. Escrow shall close no later than sixty (60) days after the parties enter into the agreement of sale. All costs associated with close of escrow shall be handled in the same matter as in TPL's purchase of the adjacent property owned by Doetsch. Doetsch shall deliver marketable title to the Property.

4. If TPL fails to give the notice as provided in Paragraph 2 after receiving the notice required under Paragraph 1, Doetsch shall be relieved of all liability to TPL hereunder and may dispose of the property as they see fit.

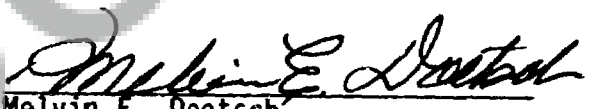
5. Should Doetsch enter into a sale in conflict with this Agreement, TPL may, at its option, bring legal proceedings to have a court of competent jurisdiction declare this Agreement breached and order that said sale is null and void and further order the specific performance of the obligation to sell imposed on Doetsch under the Agreement. This Agreement shall in no way restrict Doetsch's right, power and authority to mortgage the Property, and it shall not prohibit transfer of the Property by law, or a transfer from Doetsch to TPL.

6. All notices under this Agreement shall be in writing delivered to the parties personally or by first class mail, postage prepaid, at the addresses first written above. Notices shall be deemed timely if deposited in the mail, first class postage prepaid, within the term required under Paragraphs 1 and 2.

In witness whereof, the parties have entered into this Right of First Refusal.

THE TRUST FOR PUBLIC LAND

By:   
Ralph W. Benson  
Executive Vice President

  
Melvin E. Doetsch

✓   
Marlene Doetsch

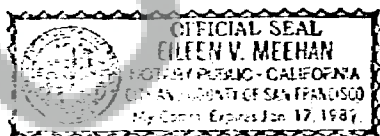
State of WASHINGTON )  
County of CLALLAM ) ss.

On this 21st day of May, in the year 1987, before me, Bernard E. Newby, the undersigned Notary Public, personally appeared Melvin E. Doetsch and Marlene Doetsch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.

My commission expires 5/17/88

State of California )  
County of San Francisco ) ss.

On this 28th day of April, in the year 1987, before me Eileen V. Meehan, the undersigned Notary Public, personally appeared Ralph W. Benson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as Executive Vice President on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



My commission expires 4/17/89