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RIGHT OF FIRST REFUSAL

WHEREAS, Ronald L. Burgess and Jackson M. Burgess are the surviving sons and heirs of Merle J. Burgess, and

WHEREAS, Ronald L. Burgess and Jackson M. Burgess, by distribution from the Estate of Merle J. Burgess each own an undivided one-half interest in certain real property located in Skamania County, Washington, the full legal description of which is on exhibit "A" attached hereto, hereafter called the "Property" and

WHEREAS, the parties desire that the Property remain owned by descendants of Merle J. Burgess,

Ronald L. Burgess hereby grants to Jackson M. Burgess, and his heirs, and Jackson M. Burgess hereby grants to Ronald L. Burgess, and his heirs, a RIGHT OF FIRST REFUSAL to purchase the Property on the following terms and conditions:

1. If either party desires to sell his interest in the Property, he shall give written notice of such intent to the other party.

2. Upon such notice being given and received, the parties shall negotiate in good faith for the price and terms upon which the other party may purchase the interest of the party who desires to sell.

3. If the parties have not reached agreement within thirty (30) days after such notice has been received, then the party desiring to sell may solicit offers to purchase his interest.

4. If a party desiring to sell receives an offer to purchase his interest, he may accept that offer subject to this Right of First Refusal. He must then give a copy of such offer to the other party and the other party shall have sixty (60) days after receipt of a copy of such offer, to indicate, in writing, his intent to purchase for the same price and on the same terms and conditions as such offer, except for the closing date, which shall not be sooner than one-hundred twenty (120) days from the date the other party receives a copy of such offer.

5. If the other party has not given written notice of intent purchase on the same terms and conditions as the offer, or after having given such notice, fails to close within the time allowed, then the party desiring to sell may sell to the original offeror.

6. If the other party has not given written notice of intent to purchase on the same terms and conditions, but the original offeror fails to close within the time allowed in the offer, then this Right of First Refusal shall apply to any further offers

ORIGINAL

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 3-9-31
 3-15-92
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received by the party desiring to sell.

Signed this 30 day of January, 1992

Ronald L. Burgess
Ronald L. Burgess

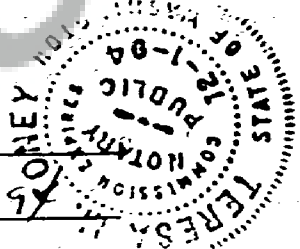
Jackson M. Burgess
Jackson M. Burgess

STATE OF WASHINGTON)
) SS.
County of Pierce)

I certify that I know or have satisfactory evidence that Ronald L. Burgess is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 30, 1992.

Teresa M. Moxey
NOTARY PUBLIC
My appointment expires: 12-1-97

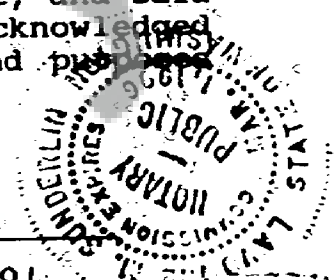


STATE OF WASHINGTON)
) SS.
County of Clark)

I certify that I know or have satisfactory evidence that Jackson M. Burgess is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: March 11, 1992..

Havonne M. Sunderlin
NOTARY PUBLIC
My appointment expires: 3/1/96



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FILED FOR RECORD
SKAMANIA CO. WASH
BY Gary Pratt

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P. Lowry
AUDITOR
GARY M. OLSON

EXHIBIT "A"

Legal Descriptions attached to Quit Claim Deed from Ronald L. Burgess as Personal Representative of the Estate of Merle J. Burgess, deceased, as Grantor, to Ronald L. Burgess, a married man, as his separate property, and Jackson M. Burgess, a married man, as his separate property, each as to an undivided one-half interest in the following described property:

PARCEL 1

Lot 1 of COLUMBIA GORGE VILLAGE TRACTS NO. 1 according to the official plat thereof on file and of record at page 126 of Book A of Plats, Records of Skamania County, Washington.

PARCEL 2

A tract of land located in the James M. Findley D. L. C., in Section 36, Township 3 North, Range 8 E.W.M., more particularly described as follows:

Beginning at a point North 74 feet and West 180 feet from the Northwest corner of Lot 1 of Columbia Gorge Village Tracts No. 1 aforesaid; thence South 28°21' West 276 feet; thence north 61°39' west 200 feet; thence North 28°21' East 288 feet, more or less, to the Southerly line of the Spokane, Portland and Seattle Railway Company's right of way; thence in a Southeasterly direction following the Southerly line of said railway right of way 200 feet, more or less, to a point North 28°21' East from the point of beginning; thence South 28°21' West 20 feet, more or less to the point of beginning.

Situate in Skamania County, State of Washington.

Tax Parcel No. 03-08-36-0-0-1001-00

PARCEL 3

A tract of land located in the James M. Findley D.L.C. in Section 36, Township 3 North, Range 8 E., W.M., more particularly described as follows:

Beginning at a point marking the intersection of the Southerly line of the Spokane, Portland and Seattle Railway Company's right of way with the West line of the tract of land conveyed to Harold W. McNeel by deed dated September 30, 1949, and recorded at page 660 of Book 32 of Deeds, Records of Skamania County, Washington, said point being 660 feet East of the West line of said Findley D.L.C.; thence in a Southeasterly direction following the Southerly line of said railway right of way 1,600 feet, more or less, to an unnamed creek adjacent to the existing railway culvert; thence South to the meander line of the Columbia River; thence Westerly following the meander line of the Columbia River downstream to the Southwest corner of the aforesaid tract conveyed to Harold W. McNeel; thence North to the point of beginning;

SUBJECT to flowage easements granted to the United States of America;

TOGETHER WITH easement for access over existing private road leading from the Northeast corner of said tract to Primary State Highway No. 8;

AND TOGETHER WITH water rights appurtenant to the above described real property.

Situate in Skamania County, State of Washington.

Tax Parcel No. 03-08-36-4-4-0301-00

PARCEL 4

Beginning at the intersection of the East line of the James M. Findley D.L.C. with the Southerly line of the Spokane, Portland and Seattle Railway Company's right of way in Section 31, Township 3 North, Range 9 E., W.M.; thence Westerly a distance of approximately 600 feet following the Southerly line of said railway right of way to the center of a railroad culvert which is also the center of Collins Creek; thence continuing in a Westerly direction along the Southerly line of the said railway right of way 350 feet; thence due South to the meander line of the Columbia River; thence Easterly following meander line of the Columbia River to the Southeast corner of the said Findley D.L.C.; thence North to the point of beginning.

Also all that portion of Government Lots 5, 6, and 7 of Section 31, Township 3 North, Range 9 E.W.M. lying southerly of the Spokane, Portland and Seattle Railway Company's right of way:

TOGETHER with easement for water pipeline as described in deed dated July 28, 1948, and recorded at page 115 of Book 32 of Deeds, Records of Skamania County, Washington, AND TOGETHER WITH all water rights appurtenant to the above described real property and existing rights of the grantors to cross right of way of the Spokane, Portland and Seattle Railway Company;

AND SUBJECT TO flowage easements granted to the United States of America and building restrictions of record.

Situate in Skamania County, State of Washington.

Tax Parcel No. 03-09-31-0-0-0700-00

PARCEL 5

That portion of Section 36, Township 3 North, Range 8 E., W.M., and of Section 31, Township 3 North, Range 9 E., W.M., in the James M. Findley D.L.C. lying Southerly on Primary State Highway No. 8 and West of Collins Creek; EXCEPT that portion thereof conveyed to Peter H. Clarkson and Elizabeth Clarkson, husband and wife, by deed dated October 1, 1960; and EXCEPT the following described tract: Beginning at a point 2,046.48 feet South and 984.92 feet West from the quarterly corner on the East line of the said Section 36, said point being on the Northerly right of way line of Primary State Highway No. 8; thence South $03^{\circ}58'$ West 100 feet; thence South $86^{\circ}07'$ East 200 feet; thence North $03^{\circ}58'$ East 100 feet to Southerly right of way line of said highway; thence following said right of way line Westerly to the point of beginning; AND EXCEPT tract of land conveyed to Phillip Handley and Dora Handley, husband and wife, by deed dated October 10, 1949; AND EXCEPT stock pile site and right of way owned by the State of Washington;

TOGETHER WITH all existing water rights, easements, and rights of way as now installed, constructed and in use; subject, however, to existing water uses; AND TOGETHER WITH rights of access across the right of way of the Spokane, Portland and Seattle Railway Company;

SUBJECT TO flowage easement granted to the United States of America, and lease to Esson H. Smith; AND SUBJECT TO the acts and omissions of the grantees as purchasers under a real estate contract dated July 1, 1961, in fulfillment of which this conveyance is made.

Situate in Skamania County, State of Washington.

Tax Parcel Nos. 03-08-36-0-0-0901-00 and 03-09-31-0-0-0702-00