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SKAMIA CO. WASH  
BY SHAWANA CO. TITL

JUL 16 2 37 PM '03

*U. Germann*  
J. MICHAEL GARVISON

**AFTER RECORDING MAIL TO:**

Name Woodrich & Archer LLC  
Address PO Box 510  
City/State Stevenson, WA 98548

Registered ☒  
Advised ☒  
Advised ☒  
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**Document Title(s):** (or transactions contained therein)

1. RIGHT OF FIRST REFUSAL
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**

☐ Additional numbers on page \_\_\_\_\_ of document

**Grantor(s):** (Last name first, then first name and initials)

1. GLENN P. TAYLOR JR, AMARRIED MAN AS HIS SEPARATE ESTATE, AND
2. DALE M. LARSON, A MARRIED MAN AS HIS SEPARATE ESTATE
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

**Grantee(s):** (Last name first, then first name and initials)

1. HUMAIRA FALKENBERG AND HAAKON FALKENBERG, HUSBAND AND WIFE
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

SW CORNER TRACT 3 MELDAN ACRES

☒ Complete legal description is on page 6 of document

Assessor's Property Tax Parcel / Account Number(s): 03-07-36-4-4-1900-00

*7/16/03*

WA-1

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

When Recorded Return To:

Katy J. Archer, Attorney  
WOODRICH & ARCHER LLC  
P. O Box 510  
Stevenson, WA. 98648

**RIGHT OF FIRST REFUSAL**

Reference numbers of related documents: Auditor's Number 131427

GRANTOR/OWNER: GLENN P. TAYLOR JR., a married man as his separate estate, and  
DALE M. LARSON, a married man as his separate estate

GRANTEE/HOLDER OF RIGHT OF FIRST REFUSAL: HUMAIRA <sup>Falkenberg</sup> FALKENBURG and  
HAAKON FALKENBURG, husband and wife

Falkenberg, HF

Abbreviated Legal Description: SW Corner of Tract 3 of Meldan Acres

Full Legal Description of Real Property Encumbered Hereby: See Exhibit A.

Assessor's Property Tax Parcel Account Number: 03-07-36-4-4-1900-00

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## RIGHT OF FIRST REFUSAL

DATE: June 19, 2003

("Effective Date")

PARTIES: GLENN TAYLOR JR., a married man as his separate estate, and DALE M. LARSON, a married man as his separate estate ("Owner")  
 HUMAIRA FALKENBURG and HAAKON FALKENBURG husband and wife ("Grantee")

Falkenberg HF

Falkenberg HF

## RECITALS

A. Owner is the owner of a certain parcel of real property located in Skamania County, Washington, together with all improvements, fixtures and equipment situated thereon, said real property being known as SW Corner of Tract 3 of Meldan Acres, Skamania County Washington, and described in Exhibit A attached to and made a part of this Agreement (the "Property").

B. Grantee, which has an interest in property nearby the Property, is interested in acquiring the Property from Owner in the event Owner elects to sell the Property.

C. Owner is willing to grant to Grantee a right of first refusal to purchase the Property. Owner and Grantee desire to evidence their agreement regarding this purchase right.

## AGREEMENT

Therefore, in consideration of Grantee's payment of \$ 1.00 to Owner, the receipt and sufficiency of which is hereby acknowledged, Owner and Grantee agree as follows:

1. **Right of First Refusal.** Owner agrees not to sell, transfer, exchange, grant an option to purchase, lease, or otherwise dispose of the Property or any part of, or interest in, the Property without first offering the Property to Grantee on the terms and conditions set forth in this Agreement. As used in this Agreement, the terms "purchase" and "sale" shall hereinafter be used to include any transfer, exchange, or grant of an option to purchase the Property, as well as any lease of the Property for a term exceeding one (1) years (inclusive of renewal terms).

A. When Owner receives from a third party (the "Third Party Offeror") a bona fide offer to purchase the Property, or a part of it or an interest in it, which Owner desires to accept, Owner shall give Grantee written notice (the "Notice") of the price, terms, and conditions of the offer and deliver a copy of the executed contract evidencing the offer (the "Offer") to Grantee.

B. When Grantee receives the Notice and a copy of the Offer, Grantee shall have the prior and preferential right to purchase the Property (or a part of it, or an interest in the Property covered by the Offer, as the case may be) at the same price and on the same terms and

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conditions as are contained in the Offer, except that if Grantee exercises the right of first refusal by electing to purchase the Property then the closing of the transaction contemplated by the Offer shall take place no later than fifteen (15) days after the date that Grantee elects to exercise the right of first refusal.

25 days HF HF

C. Grantee shall have 10 days from the date Grantee receives the Notice and a copy of the Offer to notify Owner, in writing, whether Grantee elects to purchase the Property. If Grantee elects to exercise its right to purchase the Property, then, in addition to giving Owner written notice of its election within the 10-day period, Grantee also shall tender an amount equal to the earnest money deposit, if any, specified in the Offer, which will be held and used in accordance with the terms of the Offer.

D. If Grantee fails to timely exercise its right to purchase the Property pursuant to the terms of this Agreement, then Owner shall be entitled to sell the Property according to the terms of the Offer to the Third Party Offeror.

2. **Term.** This Right of First Refusal commences as of the date of this Agreement and shall terminate within two years from the date of this Agreement. Grantee shall cooperate in providing Owner with any instruments that Owner reasonably may require for the purpose of removing from the public record any cloud on title to the Property attributable in any manner to the grant or existence of this right of first refusal, pursuant to paragraph 10.

3. **Excluded Transfers.** The right of first refusal created by this Agreement shall not apply to any sale or conveyance of the Property by Owner to any partnership, limited partnership, joint venture, corporation, or other entity in which Owner owns and controls at least a 100 percent ownership interest ("Related Transferee"). This right of first refusal shall continue to apply to the Property after it has been transferred to a Related Transferee.

4. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received two days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, addressed as follows:

To Owner:

Glen Taylor Jr.

P.O. Box 657

Hood River, Oregon 97031

Dale M. Larson

14224 168<sup>th</sup> Avenue NE

Woodinville, Washington 98072

To Grantee:

Hymaira HF

Hymaira & Haaken

Falkenberg HF

Falkenberg



~~920 NW Kearney Street~~  
~~Portland, Oregon~~

PO BOX 476  
Stevenson, WA  
98648

Copy to: **Katy J. Archer, Attorney**  
Woodrich & Archer LLC  
P.O. Box 510  
Stevenson, Washington 98648

Notice given in any other manner shall be effective when it is received by the party for whom it is intended. Either party may change its address by giving 10 days' advance notice to the other party.

5. **Remedies.** Grantee shall have available to it all remedies at law or in equity for the breach of this Agreement. The parties agree that such remedies may include, but not be limited to, specific performance and injunctive relief.

6. **Warranty.** Owner represents and warrants to Grantee that Owner is the sole owner of the Property, and that execution and delivery of this Agreement by Owner will not breach or conflict with any agreement, covenant, condition or restriction to which Owner may be bound.

7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

8. **Binding Effect/Time is of the Essence.** This Agreement shall be personal to the Grantee and shall not be assignable by Grantee.

9. **Headings.** The captions and headings used in this Agreement are for reference only and shall not be construed to define or limit the scope or content of this Agreement.

10. **Recording.** Owner agrees that this Right of First Refusal may be filed at Grantee's option for record in the Official Records of Skamania County, Washington.

11. **Entire Agreement/Waiver.** This Agreement contains the final and entire understanding between Owner and Grantee with respect to its subject matter and is intended to be an integration of all prior negotiations and understandings. Owner and Grantee shall not be bound by any terms, conditions, statements, warranties, or representations not contained in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and is signed by both Owner and Grantee. A failure by Owner or Grantee to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

12. **Attorney Fees.** If litigation is instituted with respect to this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums

and allowable costs, its reasonable attorney fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court that hears the matter.

13. **Authority to Execute.** Each person executing this Agreement on behalf of Owner and Grantee, respectively, warrants his or her authority to do so.

Executed as of the day and year first written above.

**OWNER:**

  
\_\_\_\_\_  
GLENN TAYLOR JR., a Married Man  
dealing in his separate estate

  
\_\_\_\_\_  
DALE M. LARSON, a Married Man dealing  
in his separate estate

**GRANTEE:**

  
\_\_\_\_\_  
HUMAIRA FALKENBURG

  
\_\_\_\_\_  
HAAKON FALKENBURG

Falkenburg HF HF  
Falkenburg HF

EXHIBIT A

Commencing at the Southwest Corner of Tract 3 of Meldan Acres according to the plat thereof recorded in Book A of Plats, Page 84, in the County of Skamania, State of Washington; thence Northwesterly along the West Line of said Tract 3 a distance of 100 feet; thence Northeasterly at a right angle a distance of 75 feet; thence South  $26^{\circ} 01' 53''$  East 100 feet to the South line of said Tract 3; thence Southwesterly along said South line 75 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion, if any, lying within Vancouver Avenue.

TOGETHER WITH a non-exclusive easement for ingress and egress to Homeward Avenue over a 20-foot wide strip of land lying immediately northerly of the above described property.

Assessor's Property Tax Parcel/Account Number(s): 03-07-36-4-4-1900-00

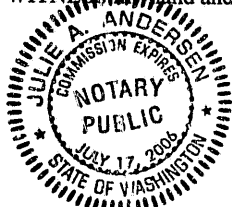
STATE OF WASHINGTON )

County of Skamania )

ss.

On this 24<sup>th</sup> day of June, 2003, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared GLENN P. TAYLOR JR., known to be the person who executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Julie A. Andersen

NOTARY PUBLIC for the State of Washington  
My Commission Expires: 7-17-2006

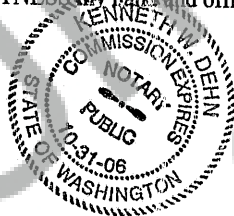
STATE OF WASHINGTON )

County of King )  
County of Skamania )

ss.

On this 19<sup>th</sup> day of June, 2003, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared DALE M. LARSON, known to be the person who executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Kenneth Dehn  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 10/31/06

STATE OF WASHINGTON )

County of Skamania )

ss.

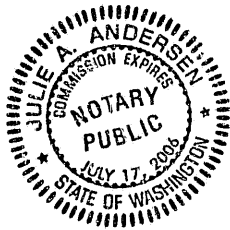
On this 9<sup>th</sup> day of July, 2003, before me, the undersigned, a Notary Public in and for

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the state of Washington, duly commissioned and sworn, personally appeared HUMAIRA FALKENBURG and HAAKON FALKENBURG, Husband and Wife, known to be the persons who executed the foregoing instrument, and acknowledged the instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Julie A. Andersen  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 7/17/2006