

116903

AGREEMENT GRANTING RIGHT OF FIRST REFUSAL

BOOK 137 PAGE 119

THIS AGREEMENT made this day by and between THERONE I. FARIS and ALMA D. FARIS, husband and wife, hereinafter called "Owners", and JAY B. JONES and KAY JONES, husband and wife, hereinafter called "Grantees",

W I T N E S S E T H:

For and in consideration of \$300.00//and other valuable considerations to them in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owners, Therone I. Faris and Alma D. Faris, husband and wife, do hereby give and grant to Grantees, Jay B. Jones and Kay Jones:

- A. The first right to purchase the real estate hereinafter described, or any part thereof, at such price and upon such terms and conditions as Owners are willing to sell said real estate to others; and
- B. The first right to purchase the right to cut, remove and harvest the standing timber, or any part thereof, on said real estate at such price and upon such terms and conditions as owners are willing to sell such rights to others,

all as hereinafter provided.

1. The real estate which is the subject of this contract is in the State of Washington, County of Skamania, and is more particularly described as follows:

The Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 34, Township Two (2) North, Range Five (5) E.W.M.

EXCEPT that portion thereof lying Northwesterly of the Washougal River.

2. Before accepting any offer from any third party to either:  
(a) purchase said real estate, or any part thereof, or (b) purchase the right to cut, remove and harvest the timber upon said real estate, or any part thereof, Owners shall give written notice to the Grantees of the price and terms offered. Such notice shall include a copy of the offer received by Owners and shall be sent to Grantees by Registered or Certified Mail at RD #6, Box 15, Danville, PA 17821, or at such other address as Grantees have notified Owners. Such notice by Owners shall constitute an offer by Owners to sell to Grantees (a) said real estate, or such portion thereof as is specified in the offer from the third party, or (b) the right to

Registered ☒  
Indexed ☒  
Indirect ☒  
Filed ☒  
Mailed ☒

Glenda J. Kinnick, Skamania County Auditor  
By: *JK* Parcel # 2-5-34-2-90

*JK*

cut, remove and harvest the timber, or such portion thereof as is specified in the offer from the third party, all in accordance with the terms and conditions specified in the offer from the third party.

3. Grantees may accept the said offer of Owners by written notice to Owners of their acceptance sent to Owners by Registered or Certified Mail at 15409 NE 99th Street, Vancouver, Washington 98682, or at such other address as Owners have notified Grantees. Such notice of acceptance must be given to Owners within thirty (30) days of the date of Owners notice to Grantees. Upon such notice of acceptance being given, a contract for the purchase and sale shall have been formed between Owners and Grantees. Owners and Grantees respectively covenant to perform their respective obligations created by such contract.

4. Pending the receipt of any offer by Owners concerning the subject matter of this agreement, Owners agree not to encumber said real estate in any aggregate amount in excess of \$50,000.00.

5. In the event that Owners receive an offer covered by this agreement and give notice thereof to Grantees as above provided, and further that Grantees do not accept such offer within the time limited, Owners shall be at liberty to accept the offer of the third party and if so accepted, this Right of First Refusal shall automatically terminate as to the portion of such real estate and/or timber sold to the third party. In such event, this right of first refusal shall remain in full force and effect as to any part of said real estate and/or the timber thereon not so sold to any third person.

If for any reason, however, the transaction with such third party is not fully consummated, this Right of First Refusal shall remain in full force and effect.

6. The Right of First Refusal created by this agreement shall automatically terminate ten (10) years from the date hereof.

7. The mutual rights and obligations arising out of this

agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors in title.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29<sup>th</sup> day of July, 1993.

Therone I. Faris  
Therone I. Faris

Alma D. Faris  
Alma D. Faris

"Owners"

Jay B. Jones  
Jay B. Jones

Kay Jones  
Kay Jones

"Grantees"

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this day personally appeared before me THERONE I. FARIS and ALMA D. FARIS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29<sup>th</sup> day of July, 1993.



Kathleen Williams  
Notary Public in and for the State of  
Washington, Residing at Camas  
My appointment expires: 9-30-94

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Knapp, O'Dell & Lewis

AUG 3 12 41 PM '93  
P. Savory  
AUDITOR  
GARY H. OLSON