

This agreement and conveyance is between Wilma E. Lee, a single woman, "Grantor;" and Dawson Company, a Washington Corporation, "Grantee."

1. PROPERTY ENCUMBERED

The real property which is the subject of the restrictions provided in this instrument (the property) is situated in Skamania County, Washington, Particularly described as follows, to-wit:

South 1/2, Section 21, Township 2 North, Range 5 E.,
W.M., Skamania County, Washington

2. TRANSFER RESTRICTIONS

Grantor shall not, at any time prior to July 1, 1999, (the Termination Date), sell, contract to sell, transfer, exchange, grant an option to sell or lease, or otherwise dispose of the Property (or any portion thereof or interest therein) to anyone other than Grantee, unless Grantor shall have first communicated to Grantee, by written notice, a written offer to sell the Property to Grantee, which offer (hereinafter called the Grantor's offer) shall specify, in commercially reasonable detail, the price, terms, and conditions upon which Grantor is willing to sell the Property.

3. GRANTEE'S ACCEPTANCE

Grantee shall have a period of 14 days, following the giving of the Grantor's Offer notice, within which to accept the Grantor's Offer by giving Grantor written notice of acceptance. If the Grantor's Offer is accepted, the parties shall be obligated to close the sale in accordance with the terms of the Grantor's Offer. Closing shall occur within 30 days following acceptance or within such longer closing period as may be specified in the Grantor's Offer.

4. SALE TO THIRD PARTY

If Grantee does not accept the Grantor's Offer, Grantor may sell the property to any other party, provided that such a sale must be consummated (a) within 6 months following the expiration of the acceptance period for the Grantor's Offer, and (b) for and upon the same price, terms, and conditions as those specified in the Grantor's Offer (or for a greater price and upon terms and conditions more favorable to Grantor). If such a sale to another party is consummated, Grantee's rights hereunder shall be automatically and forever extinguished. If, however, such a sale to another party is not consummated, Grantee's rights hereunder shall remain in full force and effect.

Recorded	✓
Indexed	✓
Filed	✓
Noted	✓

Glenda J. Kimmel, Skamania County Assessor
By: [Signature] Parcel # 02 05 00 004200 00
9/16/94

5. NOTICES

BOOK 145 PAGE 915

All notices and communications given with respect hereto shall be in writing and shall be deemed given when personally delivered or on the third day following the date of deposit of the notice, in a postage paid envelope in the registered or certified mails and addressed to the party intended to receive the notice at that party's address, as follows:

Grantor: Wilma E. Lee
1593 N. Skidmore Street
Portland, OR 97217-3366

Grantee: Dawson Company, A Washington Corporation
P.O. Box 40
Monroe, OR 97456

or such other address as either party may hereafter specify by notice to the other.

6. NO ASSIGNMENT

This right of first refusal is personal to Grantee, and Grantee shall not assign or otherwise transfer Grantee's rights hereunder without the prior written, specific consent of Grantor.

7. LONG TERM LEASES

Any lease of the Property by Grantor for a period excess of five (5) years shall be subject to the terms hereof, provided that the property shall remain subject to the terms hereof notwithstanding any lease of the Property, whether to Grantee or any other party.

8. TERMINATION

Grantee's rights hereunder shall terminate automatically and forever at 11:59 P.M. on the Termination Date. Upon such termination, or in the event of termination pursuant to paragraph 3 or 4 above, Grantee shall cooperate in providing Grantor with any instruments which Grantor may reasonably require for the purpose of removing from the public record any cloud on Grantor's title to the Property attributable in any manner to the grant or existence of this right of first refusal.

9. ATTORNEY FEES

If any suit or action shall be instituted to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the losing party, in addition to statutory costs, such sums as the court may adjudge as reasonable for the prevailing party's attorney fees in such suit, action and any

appeal thereof.

10. SUCCESSORS / ASSIGNS

This right of first refusal shall be binding upon, and inure to the benefit of the parties and their respective heirs, successors and permissible assigns.

11. LEGAL NOTICE

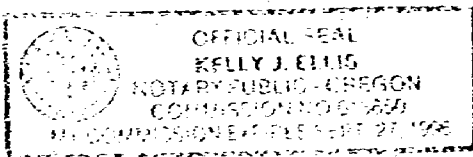
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 3rd day of September, 1994.

STATE OF OREGON)
Linn) ss
County of ~~Skamania~~

Wilma E. Lee
Wilma E. Lee

Personally appeared before me this 3rd day of September 1994, the above-named and identified Wilma E. Lee, a single woman, and acknowledged the foregoing instrument to be their voluntary act and deed.



Kelly J. Ellis
Notary Public for Oregon
My Commission Expires: 9-27-98

Until a change is requested,
send tax statements to:

Wilma E. Lee
1593 N. SKIDMORE ST
PORTLAND, OR 97217

After recording return to:

Lawson Company
P. O. Box 40
MONROE, OR 97456

FILED FOR RECORD
SKAMANIA CO. WASH
BY Jensen Miller Draudt

SEP 16 5 12 PM '94
G. Lowry
AUDITOR
GARY M. OLSON

RIGHT OF FIRST REFUSAL

Page 3