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AFTER RECORDING
RETURN TO:
BIRKENFELD HERITAGE
2642 SZYDLU RD
CARSON, WA 98610

Skamania County
Real Estate Excise Tax

N/A
MAR 19 2024

PAID N/A
KSAI Deputy Skamania County Treasurer

RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

Reference Parcels: 02-05-18-0-0-0210-00, 02-05-18-0-0-0210-06, 02-05-18-0-0-0210-80

This Right of First Refusal to Purchase Real Estate is made on this 19th day of March, 2024 by and between **John & Heather Thompson** hereinafter referred to as "GRANTOR" and **Birkenfeld Heritage, LLC** hereinafter referred to as "GRANTEE".

WHEREAS, Grantee desires to obtain a right of first refusal or first option to purchase certain real estate, as described herein, owned by Grantor; and

WHEREAS, Grantor agrees to grant Grantee a right of first refusal or first option to purchase real estate pursuant to the terms of this agreement; and

NOW, FOR AND IN CONSIDERATION of \$0 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

GRANT OF FIRST OPTION: This right of first refusal or first option to purchase may only be exercised by Grantee within (90) days from notification by Grantor that Grantor desires to sell the subject property. Grantor is obligated to provide such notice to Grantee prior to offering the subject property to a third party.

TERMS OF PURCHASE: In the event Grantor elects to sell and Grantee desires to exercise this first right of refusal granted under the terms of this agreement, the terms of purchase shall be:

- a) Fair market value, as determined by a mutually agreed upon real estate professional licensed in Washington state, OR
- b) \$1.00 more than any bona fide offer to purchase received by Grantor from any third party, OR
- c) another mutually agreed upon price between the Grantee and Grantor

Closing of sale, whether by Quit Claim Deed or other legally prescribed mechanism, shall occur within thirty (30) days.

TERM OF AGREEMENT: The term of this agreement shall be perpetual, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

GOVERNING LAW: The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Washington. The parties therefore agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Washington.

SUBJECT PROPERTY: Skamania County Tax Parcels 02-05-18-0-0-0210-00, 02-05-18-0-0-0210-06, 02-05-18-0-0-0210-80

AGREED this 19th day of March, 2024.

GRANTOR

GRANTEE