Skamania County, WA Total:\$306.50 2025-001896 11/26/2025 11:06 AM

MISC Pos=4

Request of: COMMON GROUND COLLECTIVE, LLC

00022835202500018960040047

AFTER RECORDING RETURN TO: COMMON GROUND COLLECTIVE, LLC ATTN: RYAN CRIST 1111 HEMLOCK RD. CARSON, WA 98610-3235

Skamania County

Real Estate Excise Tax

NOV **2 6** 2025

refer to Excise 38046

PAID DTO 1/26/2025

MSkamania County Treasurer

## RIGHT OF FIRST REFUSAL TO PURCHASE REAL PROPERTY

**GRANTOR:** 

F. Michael Clement and Nancy C. Clement, Trustees of The Clement Family

Trust dated September 29, 2017

**GRANTEE:** 

Common Ground Collective, LLC

F. Michael Clement and Nancy C. Clement, Trustees of The Clement Family Trust dated September 29, 2017 ("Grantor"), is the owner of the following described real estate situated in Cook, County of Skamania and State of Washington:

## LEGAL DESCRIPTION:

The east half of the northeast quarter of the southeast quarter of the southwest quarter of Section 11, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania and State of Washington.

5 acres, more or less

Tax Parcel # 03091130070100



Common Ground Collective, LLC, a Washington limited liability company, ("Grantee"), are purchasing from Grantor the adjacent parcel of real property. In consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee a Right of First Refusal to purchase the Property, subject to the terms and conditions herein.

- 1. If Grantor receives an offer to purchase the Property from a third party, Grantor shall not accept such offer without first delivering to the Grantee a written notice of such offer along with a true copy of such offer. Grantee shall then have fifteen (15) days from receipt of the notice to elect to purchase the Property at the same price and on the same terms and conditions as are set forth in the third-party offer. Grantee shall accomplish the matching of the third-party offer by tendering the earnest money, if any, as was tendered by the third party, within the 15-day period, along with Grantee's signed notice of election to exercise Grantee's Right of First Refusal, referring to the third party offer and stating their election to purchase according to the same terms thereof. Grantee shall then proceed to close the transaction according to the terms of the third-party offer, or according to such other conditions as may be mutually agreed between the parties hereto.
- 2. Should Grantee fail to make their election to purchase within 15 days of receipt of the notice from Grantor, then Grantee will have waived their Right of First Refusal and the proposed sale to the third-party prospective buyer may proceed according to the terms of the third-party offer. In such case, Grantee shall cooperate in providing Grantor with any instruments that Grantor reasonably may require for the purpose of removing from the public record any cloud on title to the Property attributable to the grant or existence of this Right of First Refusal, failing which, Grantor may execute a termination affidavit on behalf of Grantee.
- 3. If Grantee fails to timely exercise their right to purchase the Property pursuant to the terms of this Agreement, and for any reason Grantor does not sell or convey the Property to the third party on the terms contained in the offer, then Grantor must resubmit any and all other offers to Grantee before selling the Property, and such offers shall be subject to Grantee's Right of First Refusal under this Agreement.
- 4. This Right of First Refusal is personal to Grantee and shall not run with the land. Grantee may not assign their rights in this Right of First Refusal without the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion.
- 5. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, addressed as follows:

| To Grantor:<br>1051 Muthoman Rd<br>HOOD RIVER OR 97031 | To Grantee: 13 Maple Unf Lo |
|--|-----------------------------|
| HOOD RIVER DE 97031                                    | White Salmon WA 98472       |

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 ten (10) days' advance notice to the other party.

STATE OF Washington)
COUNTY OF Klick tet ) ss

This record was acknowledged before me on November \_\_\_\_, 2025 by F. Michael Clement and Nancy C. Clement, as Trustees of The Clement Family Trust dated September 29, 2017.

Notary Public
Print Name:

My Commission Expires: 9-9-27

[Grantee's Signatures on next page.]

## **GRANTEE:**

Common Ground Collective, LLC

Bryn K. Darmody, Member

Ryan Crist, Membe

Anders Hatlestad, Member

STATE OF

Wishingon

) ss.

COUNTY OF 141ch

This record was acknowledged before me on November 25, 2025 by Bryn K. Darmody, Ryan Crist and Anders Hatlestad as members of Corgmon Ground Collective, LLC.

NOTARY PUBLIC STATE OF WASHINGTON SHENNA S HANKIN MY COMMISSION EXPIRES NOVEMBER 21, 2028 COMMISSION # 162825

Notary Public

Print Name:

Orlena t

My Commission Expires: 11/2