

Recording requested by and
After recording return to:
Jennilyn K. Aston
Lynch Murphy McLane LLP
747 SW Mill View Way
Bend, OR 97702

2023-005627
Klamath County, Oregon
07/07/2023 02:24:02 PM
Fee: \$112.00

AMENDED AND RESTATED FIRST RIGHT OF REFUSAL AGREEMENT
(Amending Instrument No. 2016-007712)

RECITALS

A. Robert Schumacher, Sherry Schumacher, and Norma J. Adams on the one hand and Adam Williams and Amy Williams (the "Williams") on the other entered into a first right of refusal agreement recorded in Klamath County, Oregon as Instrument No. 2016-007712 on July 21, 2016 (the "Original FROR"), in connection with a Residential Real Estate Sale Agreement for the property commonly known as 142374 Heather Lane, Crescent Lake, Oregon, and legally described as follows (the "Property"):

CRES DEL ACRES, LOT 16, BLOCK 6, Klamath County, Oregon.

B. Thereafter, the Williams conveyed the Property subject to the FROR to their Trust for estate planning purposes. Accordingly, for purposes of this A&R FROR, the parties agree that Adam Neal Williams and Amy Wesley Williams, as Trustees of the Williams Family Trust dated January 3, 2023 is the "Grantor."

C. Norma J. Adams has relinquished her interest in the Original FROR. For purposes of this Amended and Restated First Right of Refusal Agreement (this "A&R FROR"), "Grantees" shall mean Robert Schumacher and Sherry Schumacher, collectively.

D. The parties wish to amend and restate the Original FROR, in its entirety, as per the terms of this A&R FROR and to extend the application of the right to their respective direct lineal descendants during the term. As of June 26, 2023 (the "Effective Date"), the Original FROR is replaced and superseded, in its entirety, with and by this A&R FROR (referred to interchangeably as this "A&R FROR" or the "FROR").

AGREEMENT

Therefore, in consideration of the rights and obligations contained in this A&R FROR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantees agree as follows:

1. **Release; Partial Quitclaim.** By signing below, Norma J. Adams acknowledges the release and termination of any right to purchase the Property in any FROR and hereby quitclaims to Grantor all rights in and to the Property.

2. **Restatement of Grant.** Grantor agrees not to sell, transfer, exchange, or dispose of the Property to any third party, other than to a direct lineal descendant of the Williams or an Excluded Transferee (defined below), without first offering the Property to Grantees on the terms and conditions set forth in this A&R FROR (the "FROR"). For avoidance of doubt, no first right exists and no notice is required if the Property is sold, transferred, conveyed, exchanged, gifted, or distributed to a direct lineal descendant of the Williams or to an Excluded Transferee; provided, however, that if a direct lineal descendant of the Williams acquires fee title to the Property during the Term of this FROR, then such

descendant will be considered a "Grantor" and shall not sell, transfer, exchange or dispose of the Property to any third party, other than to one or more other direct lineal descendants of the Williams or a trust for the benefit of a Williams lineal descent without first offering the Property to Grantees on the terms and conditions set forth in Section 3.

3. Terms of FROR.

A. Offer: Notice. If (i) Grantor desires to sell, transfer, or exchange the Property for value to buyer(s) other than a direct lineal descendant of the Williams or an Excluded Transferee; or (ii) if Grantor receives a bona fide offer from a third party to purchase the Property, or a part of it, or an interest in it, Grantor shall give Grantees written notice (the "Notice") of the price, terms, and conditions of the proposed sale or the bona fide offer and deliver a copy of any written offer or the offer terms ("Offer") to Grantees. Grantees are solely responsible for providing Grantor Grantees' current mailing address during the term of this A&R FROR. All notices allowed or required will be deemed given if provided according to this A&R FROR and delivered to the addresses below or to any updated address provided by Grantees to Grantor in writing.

B. FROR.

(1) Pre-Listing Offer. If Grantor intends to list the Property for sale, Grantor will give Grantees two weeks advance notice of the intent to list the Property ("Listing Notice") and Grantees shall have 10 days from the date of the Listing Notice to deliver an offer to Grantor. If Grantor accepts the offer, then the transaction will close according to the terms of the offer. If Grantees do not provide an offer or Grantor rejects the offer, then Section 2B(2) shall apply.

(2) Other Offers. On delivery of the Notice and a copy of the Offer to Grantees, Grantees will have the first and preferential right of refusal to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer; provided, however, that if no closing date is included in the Offer, the closing date will be not more than 60 days after delivery of the Notice unless the parties agree otherwise in writing.

C. Exercise of FROR. Grantees shall have until the time that is 24 hours prior to any expiration date stated in the Offer or if no date is stated, then Grantees shall have two (2) calendar days after the date Grantees receive (or are deemed to receive) the Notice and a copy of the Offer (the "Notice Period") to notify Grantor whether Grantees elect to purchase the Property pursuant to the terms of the Offer. If Grantees elect to exercise Grantees' right to purchase the Property, then, in addition to giving Owner written notice of Grantees' election, which shall identify which of the Grantees will be the purchaser(s) (the "FROR Exercise Notice"), Grantees shall pay to Grantor an amount equal to one percent (1%) of the purchase price in immediately available funds as a non-refundable deposit ("FROR Deposit") that will be applied to the purchase price at closing. The FROR Deposit is due by the end of the Notice Period. If the closing does not occur for any reason, other than a breach of this Agreement by Grantor, Grantor shall be entitled to retain the FROR Deposit as a reasonable estimate of Grantor's damages and not as a penalty.

D. Failure to Exercise. If Grantees elect not to exercise or fail to timely deliver the FROR Exercise Notice, then Grantor shall be entitled to sell, transfer, convey, or exchange the Property according to the terms of the Offer to the offeror (a "Third Party"), subject to the terms of Section 1.E below. Grantees' failure to timely make the required FROR Deposit, notwithstanding Grantees' timely delivery of the FROR Exercise Notice, shall be deemed a failure to properly exercise the FROR granted herein.

E. Renewed FROR. If Grantees elect not to exercise or fail to timely exercise Grantees' FROR, and Grantor does not sell or convey the Property pursuant to the Offer within nine (9) months after expiration of the applicable Notice Period, then Grantees' FROR will renew and apply to any new Offer during the Term of this A&R FROR

F. Nonmonetary Consideration. If Grantees elects to purchase the Property and any element of the consideration specified in the Offer is not cash (e.g., an exchange of property or performance of covenants other than the payment of money), then Grantees may elect to have the nonmonetary consideration appraised by an independent certified appraiser with not less than 10 years' experience in the relevant market(s), at Grantees' expense, and pay Grantor the cash value of the nonmonetary consideration in lieu of the performance of the nonmonetary obligations specified in the Offer.

G. Term of ROFR. The term of Grantees' FROR commenced on April 8, 2016 and terminates on the first to occur of the following events: (i) April 8, 2050; (ii) the consummation of a sale of the Property to a Third Party pursuant to Section 1.D; and (iii) the death of the last living Grantee. Grantees 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 in any manner to the grant or existence of this FROR.

H. Excluded Transfers. In addition to the exclusions related to a direct lineal descendant of the Williams, the FROR created by this instrument shall not apply to any sale, exchange, transfer, or conveyance of the Property by Grantor to (a) any trust or subtrust for the benefit of the Williams or their lineal descendants; or (b) the Williams, individually ("Excluded Transferees").

I. Assignment by Grantees. During the term of this A&R FROR, (1) Grantees may assign all of Grantees' rights in this FROR by a written and duly executed instrument to a direct lineal descendant of Grantees and (2) any direct lineal descendant who is an assignee may assign this FROR by a written and duly executed instrument to another direct lineal descendant of Grantees; *provided, however*, that notice of such assignment must be delivered to Grantor with a copy of the assignment instrument, current contact information of the assignee, and any information reasonably requested by Grantor that evidences the direct lineage. Grantees shall be solely responsible for providing Grantor notice of assignment according to this Section and Section 4(A) and failure to provide such notice and accompanying information shall render the assignment void. On proper assignment during the term, such assignees shall be deemed "Grantees" for all purposes in this Agreement. Grantees are solely responsible for providing updated notice of contact information to Grantor during the term and the parties agree that notice shall be deemed given when sent to the Grantees at the then-current notice address provided in this A&R FROR or later provided to Grantor in writing pursuant to Section 4(A).

4. Miscellaneous.

A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received on delivery by e-mail with delivery confirmation, or three days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, addressed as follows:

To Grantor: c/o Adam and Amy Williams, Trustees
3077 NW Blodgett Way
Bend, Oregon 97703

Email: amyw97703@gmail.com

To Grantees: Robert and Sherry Schumacher
1065 Backlund Place
Eugene, Oregon 97401

Email: robsherryschu@gmail.com *with a copy to* Blake Schumacher at
schu.blake@gmail.com

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.

B. Governing Law. This A&R FROR shall be construed and enforced in accordance with the laws of the state of Oregon.

C. Entire Agreement. This A&R FROR contains the final and entire understanding between Grantor and Grantees with respect to its subject matter and is intended to be an integration of all prior negotiations and understandings. The recitals are incorporated into this A&R FROR. Grantor and Grantees shall not be bound by any terms, conditions, statements, warranties, or representations not contained in this A&R FROR. No change or modification of this A&R FROR shall be valid unless it is in writing and is signed by Grantor and Grantees.

D. Binding Effect; Headings; Waiver. This A&R FROR shall be binding on and inure to the benefit of the parties and their respective heirs, successors, and permitted assigns. Except as provided in Section 3(I), Grantees may not assign any of Grantees' rights in this A&R FROR without the express written consent of Grantor. The captions and headings used in this A&R FROR are for reference only and shall not be construed to define or limit the scope or content of this A&R FROR. A failure by a party to enforce any right under this A&R FROR shall not be deemed to be a waiver of that right or of any other right.

E. 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.

F. Counterparts. This A&R FROR may be executed in one or more counterparts, all of which shall be considered one and the same agreement and together shall constitute the same instrument. Each person executing this A&R FROR on behalf of Grantor and Grantees, respectively, warrants such party's authority to do so.

G. Time Is of the Essence. Time is of the essence regarding this A&R FROR.

H. Statutory Disclaimers. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR

FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

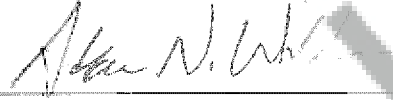
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, ORS 195.301, AND ORS 195.305 TO 195.336 AND OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11, OREGON LAWS 2009, CHAPTER 855, SECTIONS 2 TO 9 AND 17, AND OREGON LAWS 2010, CHAPTER 8, SECTIONS 2 TO 7. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, ORS 195.301 AND ORS 195.305 TO 195.336 AND OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11, OREGON LAWS 2009, CHAPTER 855, SECTIONS 2 TO 9 AND 17, AND OREGON LAWS 2010, CHAPTER 8, SECTIONS 2 TO 7.

Dated as of the Effective Date.

[signature and notary pages follow]

"Grantor"

Williams Family Trust, dated January 3, 2023



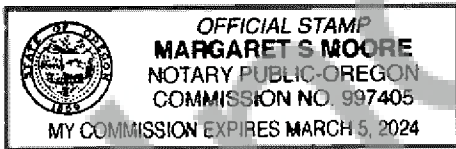
By: Adam Neal Williams, Trustee

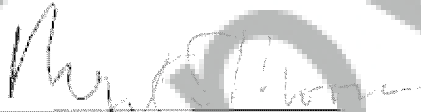


By: Amy Wesley Williams, Trustee

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

This instrument was acknowledged before me on July 7, 2023, by Adam Neal Williams and Amy Wesley Williams, as Trustees of the Williams Family Trust dated January 3, 2023.



/s 

Notary Public for Oregon

[signature and notary pages continue on following page]

"Grantees"

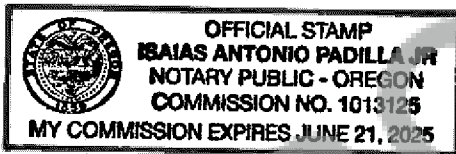
Robert Schumacher
Robert Schumacher

Sherry Schumacher
Sherry Schumacher

STATE OF OREGON)
) ss.
COUNTY OF Lane)

This instrument was acknowledged before me on June 29th, 2023, by Robert Schumacher and Sherry Schumacher.

/s/ Isaias Antonio Padilla Jr
Notary Public for Oregon



Quitclaiming Grantee:

Norma J. Adams
Norma J. Adams

STATE OF OREGON)
) ss.
COUNTY OF Lane)

This instrument was acknowledged before me on June 29th, 2023, by Norma J. Adams.

/s/ Isaias Antonio Padilla Jr
Notary Public for Oregon

