

ENT 525611 Bk. 455 Pg 940  
DATE 24-AUG-1989 4:29PM FEE 8.00  
MICHAEL L GLEED, RECORDER  
\*\* CACHE COUNTY, UTAH \*\* RECORDED BY SA  
FOR HICKMAN LAND TITLE COMPANY

AGREEMENT GRANTING FIRST RIGHT OF REFUSAL

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of \$10.00 to them in hand paid, the receipt and sufficiency of which the undersigned hereby acknowledge, Michele Watterson, Trustee, hereby gives and grants to Ghent Graves, Jr. and Sally Sample Graves of Logan, Utah, the first right and option to purchase the following described property in Cache County, Utah:

Part of the South half of Section 2, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, further described as follows:

Beginning at the Northeast Corner of the Southwest Quarter of said Section, at a point monumented by an existing steel bar at the intersection of an East-West and North-South fences and running thence East (By Record) North 88°32'52" East (By Measure) 1016.10 feet along an existing and accepted fence line marking the North line of the Southeast Quarter; thence South 519.34 feet to a steel bar; thence North 88°12'22" West 1378.18 feet to a steel bar; thence North 2°20'17" East 352.38 feet to a steel bar; thence North 89°07'11" West 1251.82 feet to a point in the East line of 1000 East Street as marked by a Railroad spike; thence Northerly (By Record) North 2°21'09" East 28.50 feet (By Measure) along said east line of 1000 East Street to a point marked by a railroad spike; thence East 12.75 chains (By Record) South 89°12'47" East 1598.6 feet (By Measure) along the River Heights Corporate Limits line to a steel corner fence post set in concrete, said point being located in the West bank of an irrigation ditch; thence North 0.35 chains (By Record) 72.6 feet (By Measure) along an existing fence line to the point of beginning.

at the time said property is offered for sale, at a price and on terms and conditions acceptable to the undersigned for and on which said property would be purchased by a bona fide purchaser offering in writing to purchase said property from the undersigned.

Upon receipt of such an acceptable bona fide offer to purchase in writing, the undersigned agrees to serve a copy of such offer upon Ghent Graves, Jr. and Sally Sample Graves personally or by prepaid registered or certified mail, addressed to Ghent Graves, Jr. and Sally Sample Graves, at 550 East 1400 North #W, Logan, Utah, 84321. Graves shall have fourteen (14) days from the date of receipt thereof within which to purchase said property for the price and on the terms specified in such offer; and, upon Graves failing so to do, this option shall terminate and become null and void.

The undersigned agree to pay the cost of enforcing this Agreement in the event of a breach thereof, including a reasonable attorney's fee.

This First Right of Refusal shall not be effective as to any offers received by Watterson from the brothers and/or sisters of Watterson, the brothers and/or sisters of Scott R. Watterson and the issue of Watterson.

This Agreement shall bind and inure to the benefit of the undersigned and Graves, and their respective heirs, executors, administrators, successors and assigns.

DATED this 15 day of August, 1989.

Michele Watterson, trustee  
Michele Watterson

STATE OF UTAH            )  
                                  : ss.  
County of Cache        )

On the 15 day of August, 1989, personally appeared before me Michele Watterson, trustee, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same, as trustee.



Miles P. Jensen  
NOTARY PUBLIC  
Residing at: Logan Utah  
Commission Expires: 8-13-91

graves.lst  
bhb/3