

RESIDENTIAL LEASE AGREEMENT AND SECURITY DEPOSIT RECEIPT

THIS INDENTURE, made this 23rd day of September, 1986, between Richard J. Carper and Barbara J. Carper, hereinafter designated the Lessor, or Landlord, and Dan Twain, hereinafter designated the Lessee(s).

WITNESSETH: That the said Lessor/Landlord does by these presents lease and demise the residence situated at \_\_\_\_\_ in the City of \_\_\_\_\_, Skamania County, State of Washington, of which the real estate is described as follows:

All that portion of the NE 1/4 of the NW 1/4 of Section 10, Township 1 North, Range 5 East, W.M., lying westerly of county road known as Cape Horn Cutoff Road; together with easements and rights of way for water rights in and upon the SE 1/4 of the SW 1/4 of Section 3, Township 1 North, Range 5 East, W.M. as recorded. Consisting of 19.56 acres, more or less. upon the following terms and conditions:

- 1. Term: The premises are rented for a term of one year(s) commencing the 1st day of October, 1986, and terminating on the 30th day of September, 1987.
2. Rent: The Tenant shall pay rent in the amount of \$300.00 per month for the above premises on the 10th day of each month in advance to Landlord.
3. Utilities: Tenant shall pay for service and utilities supplied to the premises, except None which will be furnished by Landlord.
4. Sublet: The Tenant agrees not to sublet said premises nor assign this lease nor any part thereof without the prior written consent of Landlord.
5. Lessee's Obligations: Lessee shall: (1) Keep said premises in a clean and sanitary condition. (2) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner... (3) Properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances. (4) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises... (5) Not to permit a nuisance or common waste.
6. Maintenance of Premises: Lessee agrees to mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery thereon in good order and condition...

7. Alterations: See agreement concerning alterations on reverse side.
8. Use of Premises: Lessee shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose.

9. Lessor's Obligations: Lessor shall: (1) Immediately notify tenant, by certified mail or updated posting, of any changes as to the person or address of the Landlord.

10. Access: Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on said premises for thirty days prior to the vacation of said premises. Landlord reserves the right of access to the premises for the purpose of: (1) Inspection; (2) Repairs, alterations or improvements; (3) To supply services; or (4) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

11. Surrender of Premises: In the event of default in payment of any installment of rent or at the expiration of said term of this lease, Lessee will quit and surrender the said premises to Landlord. If this lease is for an indefinite time, termination shall be by written notice of at least twenty days, preceding the end of any such monthly rental period, given by either party to the other.

12. Costs and Attorney's Fees: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this lease may be in the county in which the premises are situated.

13. Security and Damage Deposit: The Lessee has deposited the sum of \$ None, receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with \_\_\_\_\_ bank, savings and loan association or licensed escrow, \_\_\_\_\_ branch, whose address is \_\_\_\_\_.

All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows: (1) Lessee shall fully perform obligations hereunder and those pursuant to Chapter 59.18 Revised Code of Washington, or as such may be subsequently amended. (2) Lessee shall occupy said premises for term agreed to above. (3) Lessee shall clean, repair and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination of this tenancy and vacation of residence. (4) Lessee shall surrender to Landlord the keys to premises.

Any refund from deposit, as by itemized statement shown to be due to Lessee, shall be returned to Lessee within fourteen (14) days after termination of this tenancy and vacation of the premises.
14. Non-refundable Fees: The sum of \$ none is to be retained by the landlord as a non-returnable fee for \_\_\_\_\_ and is in addition to the security and damage deposit but not a part thereof.

15. Additional Terms: If any attached hereto or on the reverse side hereof, are made a part of this agreement by reference and are described as follows: See reverse side for additional provisions. (If this lease is for over one (1) year, an acknowledgment by the Landlord/Lessor must be attached.)

IN WITNESS WHEREOF, the Lessee and Lessor, or this agent, each hereunto sets his hand.

Richard J. Carper and Barbara J. Carper (Landlord) Dan Twain (Tenant)

Approved: [Signature] Attorney for Lessee Date: 9/23/86

Registered \$ Indexed, dir \$ Indirect \$ Filed Mailed

1-5-10-700

[Signature]

## ADDITIONAL PROVISIONS OF RESIDENTIAL LEASE AGREEMENT

1. Lessee has been in possession of the leased premises for a long period of time and is fully aware of its poor condition. Lessee accepts the present condition of the premises and assumes the responsibility of maintenance and repair of the premises to his satisfaction. No credit will be given against rent or other sums due Lessor for such maintenance repair or other expenditures made by Lessee.

2. Contemporaneously with this lease, Lessor is granting an option to Lessee to purchase the premises on certain terms and conditions. Lessee in reliance on said option, intends to make certain improvements on the premises within the next twelve (12) months as follows: installation of water system, new roof, rebuild the present bathroom, add two bedrooms. All such improvements will be made by Lessee at his own expense and promptly paid for by Lessee without the filing of liens against said premises.

3. There is uncertainty at this time whether a law change affecting the Columbia Gorge will take place making this transaction or the exercise of the option to purchase invalid. If such a change of law occurs, and an exercise of the option is prevented or rendered invalid thereby, and if the Lessee is not in default in the payment of rent or payments under the contract to purchase, Lessor agrees to pay to Lessee on demand and on Lessee's return of possession to Lessor, accompanied by a release and transfer to Lessor of all rights of Lessee in the premises, 75% of all sums actually expended by Lessee on improvements to the premises listed in paragraph 2 actually made after the date of this agreement, as evidenced by written receipts showing payment in full and completion within the original term of this lease, with a maximum amount to be paid to Lessee under this paragraph of \$6,000.00. Lessee shall not be entitled to any reimbursement for his own labor or that of any member of his immediate family. Such repayment by Lessor to Lessee shall be at the rate of \$400.00 per month without interest. Lessee's right to demand such repayment shall expire upon the lapse of the option to purchase without its exercise, upon any assignment or transfer of Lessee's interest in the premises to another, or upon one year having elapsed after completion of transfer of the premises to Lessee pursuant to the option to purchase without any challenge thereto or any law change making the same invalid.

4. Lessee is, at this time, attempting to sell or otherwise dispose of certain other real property which he has placed on the market for sale, from which he expects to secure the down payment for the exercise of the option of the leased premises. If at the end of the twelve (12) month term of this lease said real property has not sold and he has not otherwise disposed of the same in any way and if Lessee has at that time made and paid for all of the improvements contemplated in paragraph 2 above, if the Lessee is free of default under this lease, Lessor agrees to extend this lease for an additional term of twelve (12) months on the same terms and conditions, but without this renewal clause. In such event the option to purchase shall likewise extend for the additional term.

5. This Agreement is binding upon the parties, and other heirs, successors and assigns, but is not assignable by Lessee without the prior written consent of Lessor.

Dated: September 33, 1986.

LESSOR:

P. J. Carper  
Richard J. Carper

Barbara J. Carper  
Barbara J. Carper

LESSEE:

Dan Twain  
Dan Twain

STATE OF OREGON.

County of Multnomah } ss.

BE IT REMEMBERED, That on this 23<sup>rd</sup> day of September, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Richard J. Carper and Barbara J. Carper

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Robert Deane*

Notary Public for Oregon

My Commission expires 5-17-87

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY DON EDWIN

SEP 23 3 50 PM '86

*Gary M. Olson*

CLERK  
GARY M. OLSON

N/A  
REAL ESTATE EXCISE TAX  
SEP 23 1986

PAID N/A  
*Randy J. Dalrymple*  
SKAMANIA COUNTY TREASURER

UNOFFICIAL COPY