

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 23, 1986.

LESSOR:

P. J. Carper
Richard J. Carper

Barbara J. Carper
Barbara J. Carper

LESSEE:

Dan Twain
Dan Twain

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STATE OF OREGON.

FORM NO. 23 — ACKNOWLEDGMENT
ST. LOUIS, MO. 63101-1000

County of Multnomah } ss.

BE IT REMEMBERED, That on this 23rd 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.

Richard J. Carper
Notary Public for Oregon

My Commission expires 8-17-87

FILED FOR RECORD
SKAMANIA CO. WASH
BY DON TOWN

SEP 23 3 50 PM '86
GARY M. OLSON
Auditor

N/A
REAL ESTATE EXCISE TAX
SEP 23 1986

PAID N/A
Rebecca J. Hallie Deputy
SKAMANIA COUNTY TREASURER