RESTOCYTALLEASE AGREEMENT AND SEGURITY DEPOSIT RECEIPT

THIS INDENTURE, made this <u>23rd</u> day of ichard J. Carper and Barbara J. Carper Landlord, and <u>Dan Twain</u>	er heremaller designated the 1835999
ichard J. Carper and Barbara J. Carpe	er heremaller designated the hessy.
the Twain	A CONTRACTOR OF THE PROPERTY O
Landioro, andnan_realist	, herematter designated the nesset (
management of a the end Lessor/Landlord d	loes by these presents lease and demise the
	in the City of
Skamania County, State, ofWash	nington, of which the real estate is
Recribed as follows: All that portion of the NE 1/4 of the NE 1/4 of the North, Range 5 East, W.M., lying west dorn Cutoff Road; together with easemedights in and upon the SE 1/4 of the North, Pange 5 East W.M. as recorded pun the following terms and conditions:	e NW 1/4 of Section 10, Tonwship 1 terly of county road known as Cape ments and rights of way for water SW 1/4 of Section 3, Township 1 d. Consisting of 19.56 acres, more or less
t ferm the precises are rented for a term of T. Ohe year(s). U	Put see reverse, item 4)
2. Rent. the terroit shall pay tent in the amount of 5	None None
1. Culties: From shall pay for service and radiates supplied to the premise	113, CA11311 A1368434
4. Sublet: The Tendnt agrees not to sublet said premises not assign this teas	se nor any part thereof without the prior written constitute Europoid.
 5 Lessee's Obligations: Lessee shall. [11] Keep said premises in a clean and saintary condition. [22] Properly dispuse of rubbish, garbige and waste in a clean and saintary exterior and normal lumigation for infestation caused by Lessee. [3] Properly use and operate all electrical, gas, heating plumbing facilities. [4] Not intentionally or negligently destroy, deface, damage, impair or remformiture, furnishings, and appliances, nor to permit any member of his [5] Not to pergut a mussance or common waste. 	ory manner at reasonable and regular intervals and to assume all costs of costs. Issures and appliances; move any part of the premises, their appurtenances, facilities, equipment, a family, invitee. Incensee or other person acting under his control to do so.
b. Maintenance of Premises: Lessee agrees to mow and water the grass and law indicondition, and to keep the sidewalk surrounding said premises free and clear and doors broken during occupancy thereof, to use due precaution against freezing and that in case water or waste pipes are frozen or become clogged by eeason of	ng of water or waste pipes and stoppage of same mand about sand promoted in eglect of Lessee, the Lessee shall repair the same at his own expense as
7 Alterations: IXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	TERREST OF TEVERSE SIDE.
b. Use of Premises: Lesser shall not use said premises for any purpose other in any third purpose. Lesser agrees to conform to manner pale county and state code said premises. Lessor shall conformate the premises in substantial conformates statutes, ordinances, and regulations governing maintenance or operation of statutes, ordinances, and	hes, statutes, ordinances and regulations concerning the use and occupation ince with all applicable provisions of municipal, county and state codes, such premises
9 Lessor's Obligations: Lessor shall. [1] Immediately notify tenant, by certified mail or updated posting, of a	my changes as to the person or address of the Landlord,
10. Access: Landlord shall have the right to place and maintain for the of said premises. Landlord reserves the right of access to the premises for the (1) Inspection.	ind is KNOWEN 12. Instance Ketppiest Known Color Personal Color Now Color to the vacation on a conspicuous place on said premises for thirty days prior to the vacation he purpose of:
(3) To supply services; or (4) To exhibit or display the premises to prospective or actual purchase (4) To exhibit or display the premises to prospective or actual purchase	ers, mortgagees, tenants, workmen, or contractors. ment.
Access shall be at reasonable times exemple to use of threegency of any installation of the said premises: In the event of default in payment of any installation of the said premises to Landlord. If this leave is for an indefinite time, to end of any such monthly rental period, given by either party to the other.	ion of cent or at the expiration of said term of this lease, Lessee will quit and termination shall be by written notice of at least twenty days, preceding the
end of any such monthly rental period, getting that period and altorney's Fees: if, by reasonot any default or breach on the party of the tosing party agrees to pay all reasonable costs are	tof either party in the performance of any of the provisions of this agreement, and afformey's fees in connection therewith. It is agreed that the venue of any
13 Security and Damage Deposit: The Lessee has deposited the sum of \$	bank.
which sum shall be deposited by Landford in a trust account with	
Address is	of any portion of such deposit is conditioned as follows:
All or a portion of such deposit may be retained by Landlord and a refund of [1] Lesser shall fully perform obligations hereunder and those pursual amounts amounted.	
 (2) Lessee shall occupy said premises for term agrees to about. (3) Lessee shall clean, repair and restore said residence and return the samet termination of this tenancy and vacation of residence. A specific statement of the same o	e to Landlord in its initial condition, except for reasonable wear and tear, upon the ient describing the condition of the premises at commencement of the tenancy is
(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 and vacation of the premises.	etuned by the landlord as a non-returnable fee for
11 Non-refundable Fees: The sum of 5 NON2 is to be re-	and is in addition to the security with
1. Additional terms than attached bereto or on the reserse side berest are in Sec. reverse side for additional parties to be 1 and 1	made a part of this agreement by reference and are described as follows Droyisions. Mont Jessor must be attached t
IN WITNESS WHEREOF, the Lessee and Lesson	or, or this agent, each gereunto sets his hand.
K.// Carpu	TENANT(S)
TAXINOM Thoughton	Temporary)
AND MILLIAM YEARS	
	Approved:)
<i>V</i> .	Registered S
ADDRESS	(and R Mary Indixed, vir
Residential Lease Agreement and Security Deposit Receipt	Registered S

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, method 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.
- 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.

Cite fra	
Dated: September 23, 1986.	
LESSOR:	LESSEE:
P. J. Carper Righard J. Carper	Dan Twa n
Affara Masser	

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FORM NO 23 - ACKNOWLEDGMENT STELLED STELLED STELLED STELLED STELLED SOLE PORTLAND CARE

STATE OF OREGON.

County of Multurach

BE IT REMEMBERED, That on this September day of before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within ramed Richard J. Carper and Barbara J. Carper

kesion 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 gay and year last, above written.

Notary Public for Organ,

My Commission expites

FHIRT TO PECORD BY DAN TWAN

SEP 23 , 3, 50 PM 186

GARY M. OLSON

W/A REAL ESTATE EXCISE TAX SEF 2 3 1986

PAID ---

Scarly & Dally L SKANARIA COUNTY TREASURER