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BOOK 103 PAGE 225

MEMORANDUM OF LEASE-OPTION
AND DECLARATION OF RESTRICTIONS

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TITLE

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THIS MEMORANDUM is entered into by and between the undersigned parties, so as to make the existence of a Lease/Option Agreement between them a matter of public record. It is now agreed as follows:

1. PARTIES. The parties to the Agreement are as follows:

A. DELLA L. PALMER, a single woman (hereinafter referred to as "Landlord or "Seller"), and

B. LEWIS WILSON, ^{W. AS HIS SEPARATE ESTATE} ~~a single man~~ (hereinafter referred to as "Tenant" or "Purchaser").

2. PROPERTY. This Agreement concerns property owned by Seller, located in Skamania County, Washington, and legally described on Exhibit "A", attached hereto.

3. LEASE. The Tenant leases the property from the Purchaser, for a period of up to one year, ending on October 9, 1987. This Lease may, however, end sooner than that date, in the event Tenant exercises his option to purchase, or in the event of Tenant's breach leading to his eviction pursuant to the terms of Washington law.

4. OPTION. Tenant, as prospective Purchaser, and for separate consideration paid to the Landlord, has the option to purchase the property on those terms and provisions set forth in the Agreement between them. This Option will extend only until October 9, 1987, but will terminate prior to that date in the event that the underlying Lease is terminated.

5. TIMBER. Tenant shall not cut any timber or trees from the property, having a base diameter of nine (9) inches or more, without the specific written permission of the Landlord. Such permission shall not be unreasonably withheld if the cutting or removal of such trees is necessary as a safety measure, or is necessary to help place structure or improvements upon the

MEMORANDUM OF LEASE-OPTION
AND DECLARATION OF RESTRICTIONS - 1

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REAL ESTATE EXCISE TAX
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PAID

Transaction is conformant with County subdivision ordinances.
Skamania County Recorder - By: [Signature]

property. This provision shall continue even if it is not specifically re-stated in the Real Estate Contract between the parties.

6. VEHICLES. At no time shall Tenant place more than one inoperable vehicle upon the property, unless said vehicle is garaged and kept out of sight of surrounding property owners; this Agreement shall be applicable after the date of closing, even if it is not specifically re-stated in the Real Estate Contract between the parties.

7. MEMORANDUM ONLY. The parties acknowledge that this document is a memorandum only, and that the full terms and provisions between them are set forth in a more comprehensive agreement.

DATED this 10th day of October, 1986.

SELLER/LANDLORD:

Della L. Palmer
DELLA L. PALMER

PURCHASER/TENANT:

Lewis Wilson, Sr.
LEWIS WILSON, SR.

STATE OF WASHINGTON)

INDIVIDUAL

STATE OF WASHINGTON,
COUNTY OF Clark

ss.

This is to certify that on this 10th day of October, A. D. 19 86, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared
LEWIS WILSON, SR.

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Form 5946

Cheryl A. Slack
Notary Public in and for the State of Washington,
residing at Battle Ground

INDIVIDUAL

STATE OF WASHINGTON,
COUNTY OF CLARK

ss.

This is to certify that on this 14th day of OCTOBER, A. D. 19 86, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared
DELLA L. PALMER

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that SHE signed and sealed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Form 5946

Cheryl A. Slack
Notary Public in and for the State of Washington,
residing at BATTLE GROUND

EXHIBIT "A"

The following described real property located in Skamania County, State of Washington, to-wit:

Commencing at a point 50 feet due south and 150 feet south 89° 20' east of the northwest corner of Section 5, Township 1 North, Range 5 E. W. M.; thence south 89° 20' east for a distance of 66 feet; thence south 22° east approximately 295 feet to the center of the Washougal River at low water; thence following the center line of the Washougal River in a south-westerly direction approximately 160 feet to a point due south of the point of beginning; thence due north approximately 402 feet to the point of beginning; said tract containing one acre, more or less.


PURCHASER


SELLER

Unofficial Copy