

OPTION

THIS AGREEMENT, made and entered into this 23rd day of June, 1952, at Portland, Oregon, by and between VIRGIL BUCHER and LENORA BUCHER, husband and wife, hereinafter designated the Optionors, and LOUIS L. THOMAS, hereinafter called the Optionee,

W I T N E S S E T H :

The Optionors are the owners of an area of land situated in the County of Skamania, State of Washington. Said area of land is hereinafter designated the "Optionors' Tract", and is bounded and described as follows:

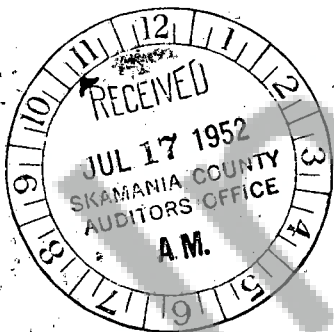
The East Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, with the exception of a parcel within the land so bounded and described. Said parcel so excepted is owned by the Optionee and is hereinafter designated "Optionee's Tract" and is bounded and described as follows: Beginning at a point, on the West boundary line of Optionors' Tract 650' North of the Southwest corner of Optionors' Tract, thence East 450' parallel to the South boundary line of Optionors' Tract, thence North 200' parallel to the East boundary line of Optionors' Tract, thence West 450' parallel to the North boundary line of Optionors' Tract, thence South 200' parallel to the West boundary line of Optionors' Tract to the point of beginning.

This agreement further witnesseth:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid by Optionee to Optionors, the receipt of which is hereby acknowledged by Optionors, the Optionors contract and agree as follows:

1. Optionors hereby grant to Optionee and to his heirs, administrators, executors and assigns, the exclusive right or privilege of purchasing any or all of the said Optionors' Tract, upon the terms and conditions hereinafter set forth.
2. The term and duration of this option and the rights and privileges created hereby shall be twenty (20) years from the date hereof, and within said period the Optionee may repeatedly exercise

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his said option, right and privilege, and repeatedly elect to purchase, from time to time, portions of Optionors' Tract, or may at any time elect to purchase all of Optionors' Tract or such portion as shall remain in Optionors' ownership, notwithstanding Optionee's purchase of portions thereof prior thereto.

3. Optionee may elect to purchase any portion of Optionors' Tract, without limitation as to its location with respect to Optionee's Tract, roads, buildings, improvements, water courses, or other portions of Optionors' Tract theretofore purchased by Optionee, or any other condition.

4. Optionee may not, in any one election to purchase, purchase any portion of Optionors' Tract of a total area of less than one-half (1/2) acre, nor may Optionee elect to purchase any area which is less than 104 feet wide in its narrowest dimension, except where such area is, along its entire length, contiguous to land then owned by Optionee.

5. In the event the Optionee elects to purchase any area of Optionors' Tract which does not touch land then owned by Optionee along a mutual boundary of at least 10 feet, the Optionors shall provide to Optionee and his employees, agents, invitees and licensees a free, permanent and reasonable right of way for ingress and egress, without let, charge or hindrance, to said area from any public road or from land then owned by Optionee, and said right of way shall be fixed as to location and be not less than 10 feet wide, provided, that Optionors shall not be required to improve the surface of said right of way for traffic nor to do any other thing than to permit the removal of obstructions thereto and the installation of gates thereupon if such gates shall be convenient for either party hereto. Optionors shall have equal rights along and across said right of way, and side fences shall not be erected along the same except at the request of Optionors.

6. In the event there are any buildings or other improvements on any area of Optionors' Tract which Optionee elects to purchase,

Optionee shall move the same to, or dismantle and rebuild the same upon, any location upon Optionors' Tract which the Optionors select and which is then owned by them.

7. The option price for Optionors' Tract is Five Hundred Dollars (\$500.00) per acre, and shall be computed proportionately in case of purchases of fractions of an acre. Said price includes such rights of way as shall be furnished under the fifth paragraph hereinabove. In the event there is any lien or encumbrance upon Optionors' Tract which shall affect or be a charge upon such area or areas which the Optionee may purchase under this option, the said price of Five Hundred Dollars (\$500.00) per acre shall be reduced by an amount bearing the same proportional relation to the total amount of such liens and encumbrances as one acre shall bear to the total number of acres of Optionors' Tract subject to said liens and encumbrances. *Was any land purchased under this option shall be adjacent to the herein described property.*

8. Optionors agree that if they decide to sell their said tract or any portion thereof, within the term of this option, the Optionee shall have the pre-emptory right to purchase the same at any price that may be offered for the same by other bona fide parties.

9. The terms and provisions of this agreement shall extend to and be binding upon the Optionors, their heirs, purchasers, assigns, executors and administrators.

IN WITNESS WHEREOF, the Optionors have hereunto set their hands and seals this 23rd day of June, 1952, at Portland, Oregon.

Mrs. Lenora Mae Buckel (SEAL)

Vergil Buckel (SEAL)

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STATE OF OREGON }
County of Multnomah } ss.

On this day personally appeared before me VIRGIL BUCHER and LENORA BUCHER, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of June, 1952.



Virgil Bucher
Notary Public for Oregon 2/4/54
My commission expires: ~~2/4/54~~

UNNOTARIZED COPY

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