

OPTION AGREEMENT

This option agreement made and entered into this eleventh day of July, 1959 by and between Loran Burgess and Nancy Burgess, husband and wife, sellers, and Melvin Evand and Charlotte Evans, husband and wife and Edward C. Hewitson and Mary Jane Hewitson, husband and wife, purchasers herein agree as follows:

That sellers herein agree to give and grant to purchasers the privilege and option of purchasing the property commonly known as Moffetts Hot Springs (Description attached) including all furnishings, fixtures, lawn equipment, buildings, standing timber, and personal property and all real property of forty acres, more or less as situated on said property as of July 11, 1959.

Upon the exercise of this option purchasers shall pay sellers the sum of thirty thousand dollars payable as follows:

Twenty thousand dollars or more upon taking possession and the balance at the rate of one hundred dollars per. month at five per cent interest per. annum.

Purchasers herein agree to assume the existing mortgage on said property effective on or before October 15, 1959. Balance of existing mortgage is twenty three thousand three hundred dollars. However it is understood in the event purchasers do not exercise their option until October 15, 1959 sellers will make the regular and scheduled payment as designated in the existing mortgage.

Sellers acknowledge receipt of fifty dollars upon the signing of this agreement and agree that this option shall be for the period to October 15, 1959. The fifty dollars herein paid shall be applied toward the purchase price upon the exercise of this option or shall be retained by seller in the event said option is not exercised.

Notice of the exercise of this option may be given by regular mail addressed to seller at North Bonneville, Wn. and purchaser shall be entitled to possession upon making the payment herein required.

Upon exercise of this option sellers shall deliver a policy of title insurance, within 10 days, showing fee simple title free and clear of all liens and encumbrances and place a warranty deed in escrow for delivery upon receipt of the final payment herein called for.

The covenants, conditions, and terms of this option shall be binding upon the respective parties and their estates, heirs successors and assigns.

Dated this 11 th day of July, 1959

Loran Burgess
Nancy Burgess

State of Washington
County of Skamania

On this day personally appeared before me Loran and Nancy Burgess, husband and wife 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 his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11 th day of July, 1959.

William Church

Notary Public in and for the State
of Washington, residing at Vancouver

BOOK
July 11, 1959

46 213

Legal Description

That portion of the B.B. Bishop D.L.C. in sections 16, 17, and 20 T.S. 2 North Range 7E. W.M., described as follows:

Beginning at the intersection of the west line of the said Section 16 with the northerly line of the county road known as the Moffetts-Carpenter Road; thence following the northerly line of said road in a northerly and easterly direction to intersection with the westerly line of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; thence following the westerly line of said 300 foot strip of land to intersection with the north line of said Bishop D.L.C. thence west along the north line of said Bishop D.L.C. to the northwest corner thereof; thence south along the west line of said Bishop D.L.C. to the northerly line of the said Moffetts-Carpenter Road; thence easterly along the north line of said road to the point of beginning.

Dated July 11 th. 1959

E.H.
L.B.

E.H.
L.B.

July 11, 1959

46 214

Legal Description

Beginning at a point 650 feet due west of the round hub placed at an angle point in the northely line of the Spokane Portland and Seattle Railway Companys right of way, north 9 degrees 5 minutes east 200 feet from station 2042-23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet south and 2035.5 feet west from the northeast corner of section 21 in township 2 north range 7 east of the W.M., and running thence south 0 degrees 48 minutes west to the north line to a point that is 300 feet west of the last above described line; thence north 0 degrees 48 minutes west to the southerly line of the evergreen highway; thence westerly along the southerly line of said highway 100 feet; thence easterly along the northerly line of said S.P.S. Railway Co's. right of way, to the point of beginning, said tract being designated as the west 100 feet of lot 19 in block 9 of the unrecorded plat of North Bonneville, Wash.

Dated 7th. day of March 1957

E.H. *EA*

L.B. *L.B.*