

## OPTION TO PURCHASE

Agreement made this 15th day of July, 1985, between PETER H. GROVE, hereinafter referred to as seller, and GILBERT WILKES and LA VETA WILKES, husband and wife, hereinafter referred to as purchasers.

In consideration of the mutual covenants contained herein, the parties agree as follows:

## SECTION ONE

## DESCRIPTION OF PREMISES

Seller grants to purchasers the option to purchase the following described real estate situated in the unincorporated town of Underwood in the County of Skamania, State of Washington as described more particularly as follows:

SCHEDULE "A" attached and made a part hereof.

## SECTION TWO

## OPTION TO PURCHASE

Seller grants to purchasers the option to purchase the above-described real estate at any time on or after January 1, 1986, for SIXTEEN THOUSAND DOLLARS, (\$16,000.00) with at least THREE THOUSAND DOLLARS (\$3,000.00) down and the balance to be paid on contract with payments of at least ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) a month at ten percent interest per annum. This option is

granted on the condition that the purchasers give at least one week's notice in writing of the exercise of this option to seller, that the lease of even date between the parties shall not have been previously terminated and that purchasers have observed and complied with all terms and conditions of said lease required of purchasers/lessees up to the time of the exercise of the option

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REAL ESTATE EXCISE TAX  
SEP 6 1985

PAID *Example*  
*Beverly J. Paulson*  
SKAMANIA COUNTY TREASURER

and the payment of the purchase price therefore in the manner provided. Seller shall convey the described premises by contract free and clear of all liens and incumbrances except those that purchasers may have created or suffered and excepting any taxes, assessments, rates, duties imposts, or charges that may have become a lien against the premises since the date of said lease. The contract shall be accompanied by an abstract of title, showing a good and unencumbered title, passing under and by the resulting conveyance. On the delivery of the above-described contract and abstract of title said lease and this option shall become void.

## SECTION THREE

## ADDITIONAL PROVISIONS

1. For and in consideration of and upon the granting and execution of this option to purchase, purchasers shall pay to seller THREE THOUSAND DOLLARS, (\$3,000.00), receipt of which is hereby acknowledged by seller. Said three thousand dollars shall be deposited in an escrow account in the names of the seller and purchasers, which may not be removed therefrom except upon the signatures of both the seller and purchasers. In addition, all lease payments under the above-referenced lease shall also be paid into said escrow account. Said monies shall be placed in an interest bearing account, with all interest accrued thereon payable to the seller.

2. In the event purchasers are unable to exercise their option to purchase due to the fact that sellers' short plat is not approved wherein this property is located or other resale restrictions affecting said real estate, seller shall receive ONE HUNDRED FIFTY DOLLARS (\$150.00) per month for each month of the above-described lease as rent for said property. The balance remaining in said escrow account ~~except for accrued interest~~ PG

~~payable to the seller~~ shall be refunded to the purchasers.

3. Further, in the event purchasers are unable to exercise their option to purchase herein as described in the foregoing paragraph, seller shall be responsible for one-half of the expenses incurred by purchasers in obtaining PUD and water hookups to the described property, meter loop and labor, septic tank and drain field, electrical hookups and other utility hookups to said property.

4. Upon the exercise of the option to purchase herein by purchasers, seller shall receive of the monies in escrow that amount that would be payable on a contract with a balance of THIRTEEN THOUSAND DOLLARS (\$13,000.00) at payments of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) a month at ten percent interest per annum from July 15, 1985, through January 15, 1986, minus the amount of accrued interest seller receives on the monies held in the above-referenced escrow account. Said amount shall be paid from the escrow account to seller, the balance then remaining in the escrow account shall be applied as a down payment of the purchasers on the purchase of the above-described property.

Peter H. Grove  
PETER H. GROVE, Seller

Gilbert Wilkes  
GILBERT WILKES  
La Veta Wilkes  
LA VETA WILKES, Purchasers

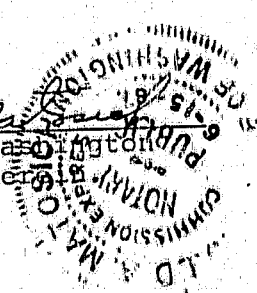
STATE OF WASHINGTON )  
                                  ) ss.  
County of Klickitat )

On this day personally appeared before me PETER H. GROVE, GILBERT WILKES and LA VETA WILKES, 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 uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have set my hand and official seal  
this 15<sup>th</sup> day of July, 1985.

David A. M. [Signature]  
NOTARY PUBLIC for Washington  
Residing at Lyle, [illegible]

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## LEGAL DESCRIPTION

A TRACT OF LAND IN THE PROPOSED NEW PETE GROVE SHORT PLAT, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST CORNER OF SECTION 21 TOWNSHIP 3 NORTH RANGE 10 EAST W.M.;

BEGINNING AT A POINT WEST 250 FEET FROM THE NORTHEAST CORNER OF SECTION 21, THENCE; SOUTH  $01^{\circ}20'09''$  WEST 366.74 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH  $01^{\circ}20'09''$  WEST 94.66 FEET, THENCE; EAST 55 FEET, THENCE; SOUTH  $01^{\circ}20'09''$  WEST 205.09 FEET TO THE SOUTHEAST CORNER OF PARCEL BEING DESCRIBED THENCE; NORTH  $89^{\circ}25'18''$  WEST 331.45 FEET TO THE SOUTHWEST CORNER OF PARCEL BEING DESCRIBED, THENCE; NORTH  $05^{\circ}51'19''$  EAST 300.87 FEET TO THE NORTHWEST CORNER OF PARCEL BEING DESCRIBED, THENCE; SOUTH  $89^{\circ}25'18''$  EAST 252.74 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS A PART OF THE PETE GROVE SHORT PLAT NO. 2 RECORDED IN BOOK 2 PAGE 198 OF SHORT PLATS, AUDITOR'S FILE NO. 91830, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

NOTE: TO BE KNOWN AS LOT 2 OF THE PROPOSED NEW PETE GROVE SHORT PLAT.

TOGETHER WITH A 20' FOOT EASEMENT ALONG THE EAST PORTION OF LOT 1 OF THE PROPOSED NEW PETE GROVE SHORT PLAT.

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA )

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENTS WERE FILED BY \_\_\_\_\_

\_\_\_\_\_

OF \_\_\_\_\_

AT \_\_\_\_\_

WAS RECEIVED BY \_\_\_\_\_

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\_\_\_\_\_ WITH

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